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Attorneys for Plaintiff CESAR CASTRO PEREZ, as an individual, and on behalf of all employees similarly situated,

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

CESAR CASTRO PEREZ, as an individual,
and on behalf of all similarly situated
employees,

Plaintiff,

v.

ALLI FOOD GROUP INC.; CINGULAR
GROCERS; and UNITED FOOD
HANDLERS, INC.; and DOES 1-50,
inclusive,

Defendants.

Case No.: **24STCV06382**

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Failure to Pay All Wages, Including Minimum and Overtime Wages (Labor Code §§ 510, 1194);
2. Failure to Provide Rest Periods (Labor Code §§ 226.7, 512);
3. Failure to Provide Meal Periods (Labor Code §§ 226.7, 512);
4. Failure to Timely Pay Wages at Separation (Labor Code §§ 201, 202, 203);
5. Failure to Keep Accurate Payroll Records (Labor Code § 1174, 226 (A), (E)); and
6. Unfair Business Practices (Bus. Prof. Code §§ 17200 et. seq.).

DEMAND FOR JURY TRIAL

1 Plaintiff CESAR CASTRO PEREZ (“Plaintiff”) on behalf of himself and all others
2 similarly situated, complains and alleges on information and belief, as follows:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
5 represent (“Plaintiff Class” or “Class Members”) pursuant to California Code of Civil Procedure
6 section 382. Plaintiff Class consists of all non-exempt, hourly-paid employees currently and/or
7 formerly employed by Defendant ALLI FOOD GROUP INC., CINGULAR GROCERS, and
8 UNITED FOOD HANDLERS, INC. (“Defendants”) in California, during the Class Period. The
9 term “Class Period” is defined as four (4) years prior to the filing of this complaint through the
10 date of certification. Plaintiff reserves the right to amend this complaint to reflect a different
11 “Class Period” or “Plaintiff Class” as further discovery is conducted.

12 2. Plaintiff individually and on behalf of the class he seeks to represent, seeks relief
13 against Defendants for Defendants’ practices of violating the applicable wage orders, the
14 applicable Code of Regulations, and California Labor Codes, including: (1) failure to pay all
15 wages, including minimum wages and overtime wages; (2) failure to provide rest periods or
16 payments for missed rest periods; (3) failure to provide meal periods or payment for missed meals;
17 (4) failure to timely pay wages at separation; (5) failure to keep accurate payroll records; and (6)
18 unfair business practices as set forth more fully herein. These violations concern current and past
19 employees of Defendants.

20 3. At all relevant times herein, Defendants have consistently maintained and enforced
21 against Plaintiff and the Plaintiff Class the following unlawful policies and practices: (a) willfully
22 refusing to pay Plaintiff and Plaintiff Class for all hours worked, including minimum wages; (b)
23 willfully refusing to permit Plaintiff and Plaintiff Class from taking meal and/or rest periods; (c)
24 willfully refusing to compensate Plaintiff and certain members of the Plaintiff Class all wages
25 due and owing at the time Plaintiff and Plaintiff Class’ employment with Defendants ended; and
26 (d) willfully refusing to furnish to Plaintiff and Plaintiff Class with accurate itemized wage
27 statements upon payment of wages.

4. Plaintiff brings this lawsuit seeking injunctive, restitution, and monetary relief against Defendants, and each of them, on behalf of Plaintiff, individually, and on behalf of all aggrieved and similarly-situated employees to recover, among other things, unpaid wages and benefits, interest, penalties, liquidated damages, attorney's fees, and costs pursuant to California Labor Code sections 201, 202, 203, 226, subdivision (a), 226.3, 226.7, 510, 512, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, and 1198, California Code of Civil Procedure 1021.5, and provisions of the applicable IWC Wage Order. Plaintiff reserves the right to name additional representatives throughout the State of California.

JURISDICTION AND VENUE

5. Venue is proper in this judicial district and the County of Los Angeles, pursuant to Code of Civil Procedure section 395, because Defendants maintain its office location and transacts business in this county, the obligations and liability arise in this county, and work was performed by Plaintiff and Plaintiff Class made the subject of this action in the County of Los Angeles.

6. Defendants employed Plaintiff and numerous Class Members within the State of California and the unlawful acts alleged herein have a direct effect on Plaintiff and the Class Members.

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

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THE PARTIES

Plaintiff

8. Plaintiff was employed by the Defendants from in or around June 2021 through on or around March 19, 2023. At all relevant times herein, Plaintiff was employed by Defendants in a non-exempt hourly position, and was entitled to compensation for all hours worked, including but not limited to minimum wage and overtime wages, as well as the aforementioned penalties from Defendants.

Defendants

9. Plaintiff is informed and believes, and based thereon alleges, that Defendants operate restaurants throughout the state of California. On information and belief, and based thereon, Plaintiff alleges that Defendants are conducting business in good standing in California, at all times herein mentioned, has regularly conducted business throughout the State of California.

10. On information and belief, Defendants are, and was, the employer for Plaintiff and Plaintiff Class.

11. Plaintiff is ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendants are legally responsible for the payment of wages, and the payment of rest and meal period compensation, to Plaintiff and Plaintiff Class by virtue of their unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

12. 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, Defendants in all respects acted as the employer and/or joint employer of Plaintiff and Plaintiff Class.

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13. 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.

14. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in part, within the course and scope of such employment and agency, with the express and implied permission, consent and knowledge, approval and/or ratification of the other Defendants. The above co-Defendants, managing agents, and supervisors aided, abetted, condoned, permitted, approved, authorized, and/or ratified the unlawful acts described herein.

GENERAL ALLEGATIONS

15. Plaintiff and the Plaintiff Class are, and at all times relevant herein have been, non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of IWC California Wage Orders.

16. Plaintiff is informed and believes, and based thereon alleges, that Defendants' policies and practices described herein are common across each of Defendants' job sites within the state of California.

17. Plaintiff is informed and believes, and based thereon alleges, that Defendants instituted a policy and practice against its employees wherein minimum wages and overtime wages due were not paid in compliance with California law. Specifically, Defendants would require Plaintiff and the Plaintiff Class to clock out for meal periods and continue to work even when Defendants did not in fact provide a meal period. In addition, Defendants required Plaintiff and the Plaintiff Class to work off-the-clock prior to clocking in and after clocking out.

1 18. As a matter of policy and/or practice, Defendants' compensation scheme failed to
2 pay Plaintiff and Plaintiff Class their minimum and overtime wages due to the aforementioned
3 off-the-clock work. The failure to pay Plaintiff Class minimum and overtime wages for each hour
4 worked violates, among others, Labor Code sections 1194, 1197, IWC Wage Order(s), and the
5 UCL.

6 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants were
7 required to provide Plaintiff and Plaintiff Class with a work-free, thirty (30) minute meal period
8 within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a second thirty
9 (30) minute meal period within the tenth hour of a shift for workdays in excess of ten (10) hours,
10 in compliance with Labor Code section 512. Defendants routinely denied Plaintiff and Plaintiff
11 Class a full, thirty (30) minute off-duty meal period when they worked in excess of six (6) hours
12 within the first five (5) hours of their shifts as a result of Defendants to adequately staff enough
13 employees to provide a work-free meal period. On information and belief, neither Plaintiff nor
14 Plaintiff Class waived their lawful meal periods or received compensation from Defendants for
15 their missed meal periods.

16 20. Additionally, Defendant was obligated to provide Plaintiff and Plaintiff Class with
17 a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each day.
18 Defendants prevented Plaintiff and Plaintiff Class from taking rest breaks throughout their shifts
19 in order to attend to job responsibilities.

20 21. For at least four (4) years prior to the filing of this action and through to the present,
21 Plaintiff alleges that Defendants consistently maintained and enforced the following unlawful
22 practices and policies against its employees, in violation of California state wage and hour laws.

23 a. Defendants have a consistent policy of not paying Plaintiff and Plaintiff Class
24 for all hours worked;

25 b. Defendants have a consistent policy of requiring Plaintiff Class within the
26 State of California, including Plaintiff, to work at least five (5) hours without
27 a lawful meal period, and failing to pay such employees one (1) hour of pay at
28 the employees' regular rate of compensation for each workday that the meal

period was not provided, all in violation of, among others, Labor Code sections 201, 202, 226.7, 512, and applicable Industrial Welfare Commission Wage Orders, in one or more of the following manners;

- i. employees were required to work through their daily meal period(s), or work an unlawful “on-duty meal period;”
 - ii. employees were restricted in their ability to take a meal period; and
 - iii. employees were not allowed to leave the workplace during the alleged meal periods.
- c. Defendants have a consistent policy of failing to provide Plaintiff Class within the State of California, including Plaintiff, rest periods of at least (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation for each workday that the rest period is not provided, as required by California state wage and hour laws, in one or more of the following manners:
- i. employees were required to work without being provided a minimum ten-minute rest period for every four hours, or major fraction thereof, worked and were not compensated with one hour of pay at their regular rate of pay for each workday that a rest period was not provided; and
 - ii. employees were neither permitted nor authorized to take lawful rest periods or leave the premises for rest periods when allegedly authorized
- d. With respect to the Plaintiff Class who either were discharged, laid off, or resigned, Defendants failed to pay them in accordance with the requirements of Labor Code sections 201, 202, and 203;
- e. Defendants failed to institute policies and procedures that ensured accurate recording of all hours Plaintiff and Plaintiff Class worked during the class period.

1 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 willfully failed to pay Plaintiff Class all wages earned, including minimum and overtime wage
3 and compensation for missed meal and rest periods, in a timely manner upon or after termination
4 of their employment with Defendants.

5 23. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 currently employs, and during the relevant liability period has employed hundreds of employees
7 in the State of California in non-exempt positions.

8 24. At relevant times herein, Plaintiff and the Plaintiff Class were employed by
9 Defendants in non-exempt hourly positions.

10 25. On information and belief, Plaintiff alleges that Defendants' actions as described
11 throughout this complaint were willful.

12 26. On information and belief, Plaintiff alleges that Defendants willfully failed to pay
13 the legal wages, including minimum and overtime wage, failed to provide legal rest and meal
14 periods, and willfully failed to pay one hour's wages in lieu of rest and meal periods, when each
15 such employee quit or was discharged.

16 27. Plaintiff, on behalf of himself and all other Plaintiff Class, brings this action
17 pursuant to Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, and 1197, California
18 Business and Professions Code section 17200 et seq., and Code of Regulations, Title 8, section
19 11000 et seq., seeking unpaid wages, unpaid rest and meal period compensation, penalties,
20 injunctive, and other equitable relief, and reasonable attorneys' fees and costs.

21 28. Defendants have made it difficult to account with precision for the unlawfully
22 withheld wages for time spent working off-the-clock and meal and rest period compensation owed
23 to Defendants' non-exempt employees, including Plaintiff, during the liability period, because it
24 did not implement and preserve a record-keeping method as required for non-exempt employees
25 by California Labor Code sections 226, 1174(d), and section 7 of the California Wage Orders.
26 Defendants have failed to comply with Labor Code section 226, subdivision (a) by itemizing in
27 wage statements all deductions from payment of wages and accurately reporting total hours
28 worked by Plaintiff and the Plaintiff Class. Plaintiff and Plaintiff Class are therefore entitled to

1 penalties not to exceed four thousand dollars (\$4,000.00) for each employee pursuant to Labor
2 Code section 226, subdivision (b).

3 29. Defendants have failed to comply with section 7 of the California IWC Wage
4 Orders by failing to maintain time records showing when the employee begins and ends each
5 work period, meal periods, wages earned pursuant to Labor Code section 226.7, and total daily
6 hours worked by itemizing in wage statements all deductions from payment of wages and
7 accurately reporting total hours worked by the Plaintiff Class.

8 30. Plaintiff, on behalf of himself and Class Members, pursuant to Business and
9 Professions Code sections 17200-17208, also seeks injunctive relief and restitution for the unfair,
10 unlawful, or fraudulent practices alleged in this complaint.

11 **CLASS ALLEGATIONS**

12 31. Plaintiff brings this action on behalf of himself and all others similarly situated as
13 a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to
14 represent Classes composed of and defined as follows:

- 15 a. All persons who are employed or have been employed by Defendants in the
16 State of California as non-exempt, hourly-paid employees, and who, within the
17 four (4) years of the filing of this class action complaint to the present, who
18 work, have worked, and/or have separated their employment from Defendants
19 as non-exempt employees that were not paid their full and complete wages as
20 a result of Defendants' failure to pay minimum and overtime wages;
- 21 b. All persons who are employed or have been employed by Defendants in the
22 State of California, and who, within the four (4) years prior to the filing of this
23 complaint to the present, have worked as a non-exempt employee and were not
24 paid all wages owed, including, but not limited to, the legally requisite
25 overtime rate or meal and rest period premiums at the correct regular rate;
- 26 c. All persons who are employed or have been employed by Defendants as non-
27 exempt, hourly-paid employees who, within the four years prior to the filing
28 of this Class Action Complaint to the present, have worked as non-exempt

employees and have not been provided a meal period for every five (5) hours or major fraction thereof worked per day, and were not provided one (1) hour's pay at the employees' regular rate for each day on which such meal period was not provided;

d. All persons who are employed or have been employed by Defendants in the State of California as non-exempt, hourly-paid employees, and who, within the four (4) years prior to the filing of this Class Action Complaint to the present, have worked as non-exempt employees and have not been provided a rest period for every four (4) hours or major fraction thereof worked per day, and were not provided compensation of one hour's pay at the employees' regular rate for each day on which such rest period was not provided;

e. All persons who have been employed by Defendants in the State of California as non-exempt, hourly-paid employees who, within the three years prior to the filing of this Class Action Complaint to the present, separated their employment from Defendants and have not been paid wages pursuant to Labor Code section 203 and are owed restitution for waiting time penalties deriving from such wages;

f. All persons who are employed or have been employed by Defendants in the State of California as non-exempt, hourly-paid employees, and who, within the one (1) year prior to the filing of this class action complaint to the present, have worked as non-exempt employees and were not provided an accurate payroll record as required under Labor Code section 226 and Labor Code section 1174.

32. Plaintiff reserves the right under rule 3.764 of the California Rules of Court, to amend or modify the class descriptions with greater specificity or further division into subclasses or limitation to particular issues.

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1 33. This action has been brought and may properly be maintained as a class action
2 under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined
3 community of interest in the litigation and the proposed Classes are easily ascertainable.

4 **A. Numerosity**

5 34. The potential members of each Class defined herein are so numerous that joinder
6 of all the members of the Class is impracticable. While the precise number of Plaintiff Class has
7 not been determined at this time, Plaintiff is informed and believes that Defendants currently
8 employs, and during the relevant time period employed, at least 75 employees worked in hourly
9 positions as Defendants' non-exempt employees in California, who are or have been affected by
10 Defendants' unlawful practices as alleged herein.

11 35. Accounting for employee turnover during the relevant periods necessarily
12 increases this number substantially. Upon information and belief, Plaintiff alleges Defendants'
13 employment records would provide information as to the number and location of all employees
14 within the Plaintiff Class. Joinder of all members of the proposed Classes is not practicable.

15 **B. Commonality**

16 36. Common questions of law and fact predominate over any questions affecting only
17 individual Class Members. These common questions of law and fact include, without limitation:

- 18 a. Whether Plaintiff and Plaintiff Class are entitled to wages from Defendants
19 under applicable IWC Wage Orders, regulations and statutes for hours worked
20 but not paid;
- 21 b. Whether Defendants violated Labor Code sections 226.7 and 512, section 10
22 of the IWC Wage Orders, and Code of Regulations, Title 8, section 11000 et
23 seq. by failing to provide a lawful meal period to non-exempt employees
24 within the first five (5) hours of their shifts on days they worked in excess of
25 six (6) hours and by failing to compensate said employees one hour's wages
26 in lieu of meal periods;
- 27 c. Whether Defendants violated Labor Code section 226.7, section 11 of the IWC
28 Wage Orders, and Cal. Code Regs., Title 8, section 11000 et seq. by failing to

1 provide daily rest periods to non-exempt employees for every four (4) hours
2 or major fraction thereof worked and by failing to compensate said employees
3 one (1) hour's wages in lieu of rest periods;

4 d. Whether Defendants violated sections 201, 202, and 203 of the Labor Code by
5 failing to pay all earned wages and/or premium wages or return unlawfully
6 deducted wages due and owing at the time that any person in the Plaintiff Class
7 employment with Defendants terminated, voluntarily or involuntarily;

8 e. Whether Defendants failed to keep accurate payroll records and provide
9 accurate itemized paystubs in violation of Labor Code section 1174, 226 (A),
10 (E);

11 f. Whether Defendants violated section 17200 et seq. of the Business and
12 Professions Code, Labor Code sections 201, 202, 203, 351, 226.7, 512, 1194,
13 1199, 1174, and applicable IWC Wage Orders, which violation constitutes a
14 violation of fundamental public policy; and

15 g. Whether Plaintiff and Class Members are entitled to equitable relief pursuant
16 to Business and Professions Code section 17200 et seq.

17 37. Plaintiff's claims are typical of the claims of the Plaintiff Class. Plaintiff and the
18 Plaintiff Class sustained injuries and damages arising out of and caused by Defendants' common
19 course of conduct in violation of California laws, regulations, and statutes as alleged herein.

20 **C. Adequacy of Representation**

21 38. Plaintiff will fairly and adequately represent and protect the interests of the
22 Plaintiff Class. Counsel is competent and experienced in litigating employment class actions.

23 39. A class action is superior to other available means for the fair and efficient
24 adjudication of this controversy. Individual joinder of all each person in the Plaintiff Class is not
25 practicable, and questions of law and fact common to each Class predominate over any questions
26 affecting only individual members of the Class. Each member of the Plaintiff Class has been
27 damaged and is entitled to recovery by reason of Defendants' unlawful policies and practices
28 alleged in the complaint.

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

FIRST CAUSE OF ACTION

Failure to Pay All Wages

(Plaintiff and Plaintiff Class Against All Defendants)

41. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

42. Plaintiff alleges that, Defendants maintained, and has maintained throughout the Class Period, a consistent policy and practice of failing to pay wages, including overtime, and minimum wage due for hours actually worked.

43. Plaintiff alleges that Defendants maintained, and has maintained throughout the Class Period, a consistent policy of failing to pay its employees for all hours worked. Specifically, Defendant maintained a policy of failing to record all hours Plaintiff and Plaintiff Class worked for time spent working off-the-clock and working through meal periods wherein they were off-the-clock.

44. As a result of Defendants' unlawful acts, Plaintiff and Plaintiff Class have been deprived of regular wages, minimum wages, and compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, pursuant to Labor Code sections 1194 and 1199.

45. Defendants willfully violated the Labor Code with respect to meeting the requirements of paying all wages earned, including minimum wage, as alleged herein.

46. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the unpaid wages resulting from Defendants' minimum wage violations including interest thereon, reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the fullest extent permissible including those permitted pursuant to Labor Code sections 1194 and 1194.2 and Code of Civil Procedure section 1021.5 and/or any other statute.

1 47. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and
2 below.

3 **SECOND CAUSE OF ACTION**

4 **Failure to Provide Rest Periods**

5 **(Plaintiff and Plaintiff Class Against All Defendants)**

6 48. Plaintiff incorporates all previous paragraphs of this complaint as though fully set
7 forth herein.

8 49. Labor Code section 226.7 provides that employers authorize and permit all
9 employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours.

10 50. Labor Code section 226.7, subdivision (b) provides that if an employer fails to
11 provide and employee rest periods in accordance with this section, the employer shall pay the
12 employee one (1) hour of pay at the employees' regular rate of compensation for each workday
13 that the rest period is not provided.

14 51. Plaintiff alleges that during the class period, Defendants did not permit or
15 authorize Plaintiff and Plaintiff Class to take timely or compliant rest periods. Defendants failed
16 to adequately staffing employees to allow Plaintiff and Class Members an opportunity to be
17 provided timely, lawful duty-free rest periods for every four hours of their shift or major fraction
18 thereof.

19 52. At all times relevant hereto, Plaintiff and Plaintiff Class worked more than four
20 (4) hours in a workday, and ten (10) hours in a workday at times.

21 53. Plaintiff and Plaintiff Class did not voluntarily or willfully waive rest periods.

22 54. Defendants further failed to implement a policy to pay Plaintiff and Plaintiff Class
23 an additional hour of pay at their regular rate of pay for rest periods not authorized or permitted.

24 55. By failing to keep adequate records as required by sections 226 and 1174,
25 subdivision (d) of the Labor Code, Defendants have injured Plaintiff and Plaintiff Class and made
26 it difficult to calculate the unpaid rest period compensation (including wages, interest, and
27 penalties thereon) due and owing to Plaintiff and Plaintiff Class.

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56. By virtue of the Defendants' unlawful failure to provide rest periods to Plaintiff and Plaintiff Class, they have been deprived of compliant rest periods and/or premium wages in lieu thereof in amounts to be determined at trial and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys fees, costs, to the fullest extent permissible under the Labor Code 226.7, applicable IWC Wage Orders, Code of Civil Procedure section 1021.5.

57. WHEREFORE, Plaintiff and Class Members request relief as described herein and below. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

THIRD CAUSE OF ACTION

Failure to Provide Meal Periods

(Plaintiff and Plaintiff Class Against All Defendants)

58. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

59. Labor Code sections 226.7 and 512 provide that no employer shall employ any person for a work period of more than five (5) hours without providing a meal period of not less than thirty (30) minutes or employ any person for a work period of more than ten (10) hours without a second (2nd) meal period of not less than thirty (30) minutes.

60. Labor Code section 226.7 provides that if an employer fails to provide an employee a meal period in accordance with this section, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided in accordance with this section.

61. Defendants maintain and have maintained throughout the Class Period, a policy and practice of failing to provide lawful work-free meal periods to Plaintiff and Plaintiff Class, for the days on which non-exempt employees work periods in excess of six (6) hours and a second (2nd) meal period on days which non-exempt employees work periods in excess of ten (10) hours. Plaintiff and Plaintiff Class were routinely denied the opportunity to be completely relieved of all work duties for a 30-minute meal period as a result of Defendants' failure to provide adequate staffing and or properly schedule Plaintiff and Plaintiff Class for a timely uninterrupted work-free

meal period. In fact, if Plaintiff and Class members were provided the opportunity to take a meal period, their meal periods were interrupted because they had to attend to tasks such as attending to customers, responding to co-workers while on break and answering calls, amongst other things.

62. Plaintiff and Plaintiff Class did not voluntarily or willfully waive meal periods.

63. At all times relevant hereto, the Defendants, failed to provide Plaintiff and Plaintiff Class similarly a compliant duty-free meal period as required by Labor Code sections 226.7 and 512.

64. By virtue of the Defendants' unlawful failure to provide meal periods to Plaintiff and Plaintiff Class, Plaintiff and the Plaintiff Class have been deprived of compliant meal periods and/or premium wages in lieu thereof in amounts to be determined at trial and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys fees, costs, to the fullest extent permissible under the Labor Code sections 226.7 and 512, applicable IWC Wage Orders, Code of Civil Procedure section 1021.5, and/or any other statute.

65. WHEREFORE, Plaintiff and Class Members request relief as described herein and below.

FOURTH CAUSE OF ACTION

Failure to Timely Pay Wages at Separation

(Plaintiff and Plaintiff Class Against All Defendants)

66. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

67. During the relevant time period, Plaintiff and formerly employed members of the Plaintiff Class resigned or were terminated from their positions with Defendants. Defendants, however, willfully did not pay Plaintiff and Plaintiff Class all wages which were due them upon their separation of employment immediately upon termination or within seventy-two (72) hours of their resignation as required by Labor Code section 202, subdivision (a). Defendants failed to pay Plaintiff and Plaintiff Class all minimum wages due which were earned throughout their employment. Defendants also failed to pay premium wages for times Plaintiff and Class Members were not provided meal and/or rest breaks.

68. Under Labor Code sections 201, 202, and 203, Plaintiff and Plaintiff Class are entitled to waiting time penalties for not having been paid all wages due them upon their separation from employment.

69. Plaintiff and Plaintiff Class who terminated employment within four (4) years of the filing of the original Complaint until the date of entry of judgment, without being paid the proper payments are entitled to thirty (30) days of pay at their regular rate of pay as waiting time penalties.

70. WHEREFORE, Plaintiff and the Plaintiff Class request relief as described herein and below.

FIFTH CAUSE OF ACTION

Failure to Keep Accurate Payroll Records

(Plaintiff and Plaintiff Class Against All Defendants)

71. Plaintiff incorporates by reference and realleges all previous paragraphs of this complaint as though fully set forth herein.

72. Labor Code section 1174, subdivision (d), requires an employer to keep at a central location in California or at the plant or establishment at which the employee is employed, payroll records showing the hours worked daily, and the wages paid to, each employee. Labor Code section 226, subdivision (a) requires an employer to provide employees—either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal check or cash—an accurate itemized wage statement in writing.

73. Labor Code section 226, subdivision (e) provides that if an employer knowingly and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned, the total hours worked by the employee, and the applicable hourly overtime rates, causing the employee injury, then the employee is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent violation, up to four thousand dollars (\$4,000.00). Plaintiff is informed and believes that Defendant willfully failed to make or keep accurate records for Plaintiff and Plaintiff Class.

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1 74. IWC Wage Orders require that every employer shall keep accurate information
2 with respect to each employee, including time records showing when each employee begins and
3 ends each work period, the total daily hours worked by each employee, and the total hours worked
4 in each payroll period, and applicable rates of pay. Plaintiff alleges that Defendants willfully and
5 intentionally failed to make and/or keep records which accurately reflect the hours worked by
6 Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendants' records do not
7 accurately reflect where Plaintiff and Plaintiff Class worked during their meal and/or rest breaks.
8 Furthermore, Defendants' records do not reflect all hours worked.

9 75. Plaintiff is informed and believes that Defendants' failure to keep accurate payroll
10 records, as described above, violated Labor Code sections 1174, subdivision (d) and 226,
11 subdivision (a), and the applicable wage order.

12 76. Plaintiff is informed and believes that Defendants' failure to keep and maintain
13 accurate records and information, as described above, was willful, and Plaintiff and the Plaintiff
14 Class are entitled to statutory penalties pursuant to Labor Code sections 226 and 1174.5.

15 77. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and
16 below.

17 **SIXTH CAUSE OF ACTION**

18 **Unfair Business Practices**

19 **(Plaintiff and Plaintiff Class Against All Defendants)**

20 78. Plaintiff incorporates all previous paragraphs of this complaint as though fully set
21 forth herein.

22 79. On information and belief, Plaintiff alleges that Defendants engaged in conduct
23 and maintained policies and practices that constitute false, fraudulent, unlawful, unfair, and
24 deceptive business practices in violation of Business and Professions Code section 17200 et seq.
25 (hereinafter the "Unfair Competition Law"). Plaintiff alleges that each of the following policies
26 and practices of Defendants violate the Unfair Competition Law:

- 27 a. requiring employees to work in excess of six (6) hours per day without being
28 provided a lawful meal period, and failing to compensate such employees with

one (1) hour of pay at their regular rate of compensation for each workday that a meal period was not provided;

- b. requiring employees to work in excess of ten (10) hours per day without being provided a lawful second meal period, and failing to compensate such employees with one hour of pay at their regular rate of compensation for each workday that a meal period was not provided;
- c. requiring employees to work without being provided a minimum ten-minute rest period for every four (4) hours or a major fraction thereof worked, and failing to compensate such employees with one hour of pay at their regular rate of compensation for each workday that a rest period was not provided;
- d. requiring employees to work without being provided a thirty-minute (30) duty-free lunch period for every five (5) hours worked;
- e. for failing to institute policies and procedures that ensure accurate timekeeping and accurate itemized paystubs to Plaintiff and Plaintiff Class; and
- f. failing to pay all earned wages, including minimum and overtime wages, to Plaintiff and Plaintiff Class.

80. The actions of Defendants as alleged within this Complaint constitute false, fraudulent, unlawful, unfair, and deceptive business practices, within the meaning of Business and Professions Code section 17200 et seq.

81. Plaintiff and the Plaintiff Class are entitled to other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

82. As a result of its unlawful acts, Defendants have reaped and continue to reap unfair benefits and unlawful profits at the expense of Plaintiff and Plaintiff Class. Defendants should be required to restore to Plaintiff and Class Members the wrongfully withheld wages pursuant to Business and Professions Code section 17203. Plaintiff is informed and believes, and thereon alleges, that Defendants have been unjustly enriched through Defendants' unlawful, unfair, and fraudulent business practices as alleged throughout this Complaint. Plaintiff is informed and

believes, and based thereon alleges, that Plaintiff and Plaintiff Class are prejudiced by Defendants' unfair trade practices.

83. As a direct and proximate result of Defendants' unfair business practices, Plaintiff, and Plaintiff Class are entitled to equitable including full restitution of all wages which have been unlawfully withheld from Plaintiff and Plaintiff Class as a result of the business acts and practices described herein.

84. WHEREFORE, Plaintiff and Plaintiff Class request relief as described herein and below and as deemed just.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Class Members pray for judgment as follows:

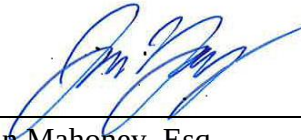
1. That the Court determines that this action may be maintained as a class action;
2. That Plaintiff be appointed the representative of each proposed Class, as appropriate;
3. That the attorneys of record for Plaintiff whose name appears in this complaint be appointed class counsel;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. That Defendants be found to have engaged in unfair competition in violation of Business and Professions Code section 17200 *et seq.*;
7. That Defendants be ordered to make restitution to each Class due to its unfair competition, pursuant to Business and Professions Code sections 17203 and 17204;
8. For penalties to the extent permitted pursuant to the Labor Code, Orders of the Industrial Welfare Commission, including, but not limited to, waiting time penalties under Labor Code section 203, and penalties under Labor Code sections 226, subdivision (e), 226.3, 210, 226.7, 1174.5;
9. For attorneys' fees, interest, and costs of suit under Labor Code sections 218.5, 1194, and other applicable provisions of law outside the Labor Code; and

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1 10. For such other and further relief as the Court deems just and proper.
2

3 Dated: March 14, 2024

MAHONEY LAW GROUP, APC

4 
5

6 Kevin Mahoney, Esq.

7 John A. Young, Esq.

8 Attorneys for Plaintiff CESAR CASTRO PEREZ
9 and on behalf of all employees similarly situated
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Dated: March 14, 2024


Kevin Mahoney, Esq.

John A. Young, Esq.

Attorneys for Plaintiff CESAR CASTRO PEREZ
and on behalf of all employees similarly situated

EXHIBIT A



John A. Young, Esq.
562.590.5550 phone
562.590.8400 facsimile
jyoung@mahoney-law.net

March 14, 2024

Via Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY

<https://dir.govfa.net/308>

VIA CERTIFIED MAIL # 7021 0950 0000 9827 3087

Return Receipt Requested

Jose Shuton – Agent for Service of Process
Alli Food Group Inc.
110 E Wilshire Ave, Suite 307
Fullerton, CA 92832

VIA CERTIFIED MAIL # 7021 0950 0000 9827 3094

Return Receipt Requested

Jose Shuton – Agent for Service of Process
United Food Handlers, Inc.
110 E Wilshire Ave, Suite 307
Fullerton, CA 92832

VIA CERTIFIED MAIL # 7021 0950 0000 9827 3100

Return Receipt Requested

Jose Shuton – Agent for Service of Process
Cingular Grocers
110 E Wilshire Ave, Suite 307
Fullerton, CA 92832

Re: Cesar Castro Perez v. Alli Food Group Inc., Cingular Grocers, and United Food Handlers, Inc.

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

To: Labor and Workforce Development Agency; Alli Food Group Inc., Cingular Grocers, and United Food Handlers Inc. ("Employers")

From: Cesar Castro Perez, on behalf of himself and all aggrieved employees who were subject to the Employers' wage and hour policies set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents Cesar Castro Perez (“Employee”), 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 himself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Alli Food Group Inc. is a California corporation conducting business in Downey, California, and was an employer of Employee. Cingular Grocers is a California corporation conducting business in Downey, California and was also an employer of Employee. United Food Handlers Inc. is a California corporation conducting business in Downey, California and was also an employer of Employee. Alli Food Group Inc., Cingular Grocers, and United Food Handlers Inc. are collectively referred to herein as “Employers.”

Employee is a former employee of Employers and worked for Employers as non-exempt hourly employee from in or around June 2021 and March 19, 2023.

Employee alleges that Employers violated various sections of the Labor Code, including sections 201, 202, 203, 226, 226.7 510, 512, and 1194, by:

- a) Failing to pay Employee and aggrieved employees for all hours worked;
- b) failing to provide Employee and aggrieved employees with compliant rest periods or premium compensation in lieu thereof;
- c) failing to provide Employee and aggrieved employees with compliant meal periods or premium compensation in lieu thereof;
- d) failing to provide Employee and aggrieved employees with accurate itemized wage statements; and
- e) failing to pay Employee and aggrieved employees all wages earned and owed at separation of employment.

Employee and the similarly aggrieved employees are identifiable current, and/or former hourly non-exempt employees who worked for Employers in California during the liability period of one year prior to the filing of this notice alleging the aforementioned violations of the Labor Code under PAGA.

A. Employers failed to pay Employee 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.”

Employers failed to compensate Employee and aggrieved employees at the legally mandated wage rates for all hours worked in violation of California law. Specifically, Employees and aggrieved employees were routinely required to work off-the-clock, including while they were off-the-clock during meal periods.

Employers’ failure to pay Employee, 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. Employers failed to provide Employee 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 Employers fails to provide an employee with required rest periods, the Employers 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.

Frequently, Employee and aggrieved employees were not permitted to take a rest period when they were busy. Routinely, Employee and aggrieved employees were required to work for six (6) hours before being permitted to take a rest period. When they worked six (6) to eight (8) hours in a workday, Employees, and aggrieved employees often only received one rest period instead of the two required by law. Further, when Employees, and aggrieved employees worked more than ten (10) hours in a workday, they never received the requisite third rest period.

Employers’ conduct in failing to provide compliant rest periods or premium compensation in lieu thereof is actionable under PAGA as violations of Labor Code sections 226.7.

C. Employers failed to provide Employee and aggrieved employees with meal periods or premium compensation in lieu thereof

Labor Code sections 226.7 and 512 provide that no Employers 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 Employers fails to provide an employee a required meal period, the Employers 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.

Employers failed to provide Employee and aggrieved employees with timely uninterrupted meal periods. Employers had a practice of failing to provide adequate staffing to allow Employee and aggrieved employees to be completely relieved of all of their work responsibilities while on their legally mandated meal break. Further, Employers ordered that Employee, and aggrieved

employees continue to work despite being clocked-out for their meal period. As a result of Employers' policy and practices, Employees, and aggrieved employees did not receive timely uninterrupted meal periods and were not compensated with premium wages for non-compliant meal periods. Employers' conduct is in violation of Labor Code Sections 226.7 and 512, is also actionable under PAGA.

D. Employers failed to provide Employees 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, the corresponding number of hours worked at each hourly rate, and the name and address of the legal entity that is the employer. Labor Code section 1174 further requires Employers to keep accurate payroll records that include "the hours worked daily" by employees.

By failing to pay Employee and aggrieved employees for all hours worked, including the applicable overtime rates and meal and rest period premiums, Employers provided wage statements that were incomplete and inaccurate. Specifically, Employers provided wage statements with an inaccurate corresponding number of hours worked at each hourly rate which resulted in inaccurate gross and net wages.

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

E. Employers failed to pay Employee and aggrieved employees all wages earned and owed upon separation of employment

Pursuant to Labor Code section 201, subdivision (a), "[i]f an Employers 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 Employee, and aggrieved employees resigned or were terminated, Employers failed to compensate them for all wages earned, including unpaid overtime and meal and rest period premiums, and owed at the applicable rate.

Labor Code section 203, subdivision (a), states that "[i]f an Employers 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, Employee, and aggrieved employees are entitled to thirty days of waiting time penalties.

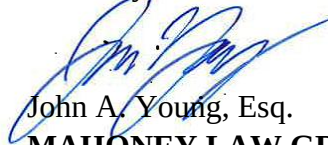
F. Reservation of Rights

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, Employee becomes aware of additional compensation owed or losses incurred by Employee or by any other aggrieved employee of the Employers, Employee 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.

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

Mahoney Law Group, APC
John A. Young, Esq.
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Tel: (562) 590-5550
Email: jyoung@mahoney-law.net

Sincerely,



John A. Young, Esq.

MAHONEY LAW GROUP, APC