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Electronically FILED by
Superior Court of California,
County of Los Angeles
7/02/2024 3:57 PM
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Attorneys for Plaintiffs CATALINA PALACIOS and RUBY RODRIGUEZ and all others
similarly situated

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

CATALINA PALACIOS, an individual;
RUBY RODRIGUEZ, an individual; on behalf
of themselves and all others similarly situated
and the general public,

Plaintiffs,

v.

WOODCRAFT RANGERS, a California
corporation; and DOES 1 to 100, inclusive,

Defendants.

) Case No. 24STCV16531

) CLASS ACTION

) **COMPLAINT FOR:**

-) 1. Violation of B&PC §17200, et seq.
) 2. Violation of Labor Code §§ 204, 510, 1194 and
) 1198;
) 3. Violation of Labor Code §§ 200, et seq.;
) 4. Failure to Provide & Maintain Accurate Wage
) Statements Pursuant to Labor Code §226;
) 5. Failure to Provide Meal Periods (Lab. Code
) §226.7);
) 6. Failure to Provide Rest Breaks (Lab. Code
) 226.7);
) 7. Failure to Reimburse Expenses (Lab. Code
) §2802);
) 8. Violation of Labor Code §§2698-2699
) (PAGA).

) **DEMAND FOR JURY TRIAL**

1 Plaintiffs CATALINA PALACIOS, RUBY RODRIGUEZ, and all other persons
2 similarly situated, and the general public ("Plaintiffs"), hereby complain against Defendants
3 WOODCRAFT RANGERS ("Woodcraft"); and DOES 1 to 100, inclusive (hereinafter
4 Woodcraft and Does 1-100 are collectively referred to herein as "Defendants"), and on
5 information and belief allege as follows:

6 **GENERAL ALLEGATIONS**

7 **JURISDICTION**

8 1. This is a civil action seeking recovery of unpaid wages, waiting time penalties,
9 pay stub penalties, meal, and rest period premiums under California Labor Code §§ 510, 1194 et
10 seq., 201 et seq., and 226.7. Plaintiffs, for themselves and on behalf of the general public, and all
11 others similarly situated, bring an action for monetary damages for failure to pay wages as well
12 as for restitution for Defendants' violations of Business and Professions Code (B&PC) §17200,
13 et seq., including full restitution of all compensation retained by Defendants as a result of their
14 unlawful, fraudulent and unfair business practices. Plaintiffs seek all available relief, including
15 full restitution of all compensation retained by Defendants as a result of their unlawful, unfair
16 business practices. Further, Plaintiffs seek injunctive relief under B&PC §17200, et seq.

17 **VENUE**

18 2. Venue as to each of the Defendants is proper in this judicial district pursuant to
19 California Code of Civil Procedure (CCP) §§ 395(a) and 395.5, as at least some of the acts
20 complained of herein occurred in the County of Los Angeles. Each defendant either owns,
21 maintains offices, transacts business, has an agent or agents within the County of Los Angeles, or
22 otherwise is found within the County of Los Angeles, and each defendant is within the
23 jurisdiction of this Court for purposes of service of process.

24 **PARTIES**

25 3. Plaintiffs Catalina Palacios and Ruby Rodriguez are individuals over the age of
26 eighteen (18), and at all relevant times, were and are residents and citizens of California.

27 4. Plaintiffs are informed, believe, thereon allege that at all times mentioned
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herein, Defendant Woodcraft is a California corporation. Defendant Woodcraft provides learning programs and services for students in Los Angeles, California.

5. Plaintiffs are informed and believe and thereon allege that at all times mentioned herein, Defendants are licensed to do business in the State of California, County of Los Angeles, and offering learning programs and services to students. Thus, each named defendant and DOES 1 to 100 are subject to B&PC §17200, et seq. (Unfair Competition Law) and the Labor Code, as hereinafter alleged.

6. Plaintiffs are informed, believe, and thereon allege that Defendants Woodcraft and DOES 1 to 100 control and operate Woodcraft in locations within the State of California, including, but not limited to, the County of Los Angeles. Thus, each named defendant and DOES 1 to 100 are subject to B&PC §17200, et. seq. (Unfair Competition Law) and the Labor Code as hereinafter alleged.

7. Plaintiffs do not know the true names or capacities, whether individual, partner, or corporate, of defendants sued herein as DOES 1 to 100, inclusive, and for that reason, those defendants are sued under such fictitious names, and Plaintiffs will seek from this Court leave to amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed, believe, and thereon allege that each of the Defendants and each fictitious defendant, whether individual, partners, or corporate, was responsible in some manner for the circumstances alleged herein, and proximately caused Plaintiffs and all others similarly situated hereinafter alleged and the general public to be subjected to the unlawful employment practices, wrongs, injuries, and damages complained of herein.

8. At all times herein mentioned, each of the Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Plaintiffs herein allege that Defendants and each of them is the joint employer of Plaintiffs and the classes.

9. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of the said joint venture, partnership, and common enterprise.

10. At all times herein mentioned, the acts and omissions of various Defendants, and each of them concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries, and damages alleged herein.

11. At all times herein mentioned, Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein. At all times herein mentioned, Defendants, and each of them, aided and abetted the acts and omissions of each and every one of the other Defendants, thereby proximately causing the damages, as herein alleged.

12. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof. The California Superior Court also has jurisdiction in this matter because the Plaintiff and the putative classes herein were all California citizens.

PLAINTIFFS' CLASSES

13. The class representative Plaintiffs who worked in the position of an hourly non-exempt employee or another similar title while employed by Defendants within the State of California, is as follows:

a. Catalina Palacios

Plaintiff Palacios worked as a site coordinator for Defendants between 2022 and 2023.

b. Ruby Rodriguez

Plaintiff Rodriguez worked as a youth worker and site coordinator for Defendants between 2021 and 2023.

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Class 1:

All non-exempt hourly employees from 2020 through the date of judgment, who were not paid premium overtime and/or double time at the employee's regular rate of pay.

Class 2:

All non-exempt hourly employees of Defendants who worked at some point from 2021 through the present, who are no longer employed with Defendants and to whom Defendants willfully failed to pay all wages due upon separation from Defendants (Waiting Time Penalty Class);

All non-exempt hourly employees who worked for Defendants from 2020 to the present who were not provided legally compliant meal periods (Meal Break Class);

All non-exempt hourly employees who worked for Defendants from 2020 through the present who were not provided legally-compliant rest breaks (Rest Break Class);

All non-exempt hourly employees who worked for Defendants in California from 2023 through the present who were provided a paystub (a.k.a. wage statement) which failed to list all hours actually worked and wages owed (Pay Stub Class).

All non-exempt hourly employees who worked for Defendants in California from 2020 through the present who were not reimbursed for their necessary and reasonable business expenses (Reimbursement Class).

1 The members of the classes are so numerous that joinder of all members would be
2 unfeasible and not practicable. The membership of the classes is unknown to Plaintiffs at this
3 time; however, it is estimated that the classes number greater than 100 individuals. The identity
4 of such membership is readily ascertainable by inspecting Defendants' employment records.

5 15. There are common questions of law and fact as to Plaintiffs and all others
6 similarly situated which predominate over questions affecting only individual members
7 including, without limitation to:

- 8 i. Whether Defendants paid their employees proper premium overtime
9 and/or double time at the employees' regular rate for hours over eight (8)
10 in a day and/or forty (40) hours in a week, in paying their hourly non-
11 exempt employees;
- 12 ii. Whether Defendants violated the applicable Labor Code provisions
13 including §510, 1194, and 203 by requiring substantial overtime work and
14 not paying for said work according to the overtime laws of the State of
15 California;
- 16 iii. Whether Defendants failed to pay the appropriate premium overtime
17 compensation to the hourly employees;
- 18 iv. Whether Defendants improperly retained, appropriated or deprived
19 Plaintiffs and the class members of the use of monies or sums to which
20 Plaintiffs and the class were legally entitled;
- 21 v. Whether Defendants engaged in unfair business practices;
- 22 vi. Whether Defendants and each of them, were participants in the alleged
23 unlawful conduct;
- 24 vii. Whether Defendants' conduct was willful or reckless;
- 25 viii. The effect upon and the extent of injuries suffered by Plaintiffs and all
26 others similarly situated and the appropriate amount of compensation;
- 27 ix. The appropriate amount of monetary penalties allowed by Labor Code
28 §201, et. seq.;

- 1 x. Whether Defendants pay and continue to pay for missed meal and rest
2 period premiums at an allegedly “reduced” rate of pay in violation of
3 Section 11 of the applicable Wage Orders; and
- 4 xi. Whether Defendants failed and refused to reimburse Plaintiffs and the
5 class members for their reasonable and necessary expenses incurred in
6 fulfilling their work duties for Defendant.

7 16. Plaintiffs’ claims are typical of the claims of all members of the classes and
8 subclasses mentioned herein. Plaintiffs, as representative parties, will fairly and adequately
9 protect the interest of the classes by vigorously pursuing this suit through their attorneys who are
10 skilled and experienced in handling matters of this type. Plaintiffs have no claim or interest that
11 is antagonistic to any class member.

12 17. The nature of this action and the nature of laws available to the members of the
13 classes and subclasses identified herein make use of the class action format a particularly
14 efficient and appropriate procedure to afford relief to Plaintiffs for the wrongs alleged herein.
15 Further, this claim involves a large corporate employer, Defendant Woodcraft, and a large
16 number of individual employees (Plaintiffs and all others similarly situated) with many relatively
17 small claims with common issues of law and fact. If each employee were required to file an
18 individual lawsuit, the corporate defendants would necessarily gain an unconscionable advantage
19 since they would be able to exploit and overwhelm the limited resources of each individual
20 plaintiff with their vastly superior financial and legal resources. Requiring each class member to
21 pursue an individual remedy would also discourage the assertion of lawful claims by employees
22 who would be disinclined to pursue an action against their present and/or former employer for an
23 appreciable and justifiable fear of retaliation and permanent damage to their careers at present
24 and/or subsequent employment. Proof of a common business practice or factual pattern, which
25 the Plaintiffs experienced, is representative of the class mentioned herein and will establish the
26 right of each of the members of the named class to recovery on the causes of action alleged
27 herein.

1 18. The prosecution of separate actions by the individual class members, even if
2 possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with
3 respect to the individual class members against Defendants herein; which would establish
4 potentially incompatible standards of conduct for Defendants; and/or (b) legal determinations
5 concerning individual class members which would, as a practical matter, be dispositive of the
6 interest of the other class members not parties to adjudications or which would substantially
7 impair or impede the ability of the class members to protect their interests. Further, the claims of
8 the individual members of the class are not sufficiently large to warrant vigorous individual
9 prosecution considering all of the concomitant costs and expenses attending thereto.

10 19. Plaintiffs and all others similarly situated are entitled to the wages and other
11 monies unlawfully withheld. This action is brought for the benefit of the public.

12 **FIRST CAUSE OF ACTION**

13 **(Violation of B&PC §17200, et seq.)**

14 20. Plaintiffs re-allege and incorporate by reference herein the allegations of all
15 preceding paragraphs as though fully set forth herein.

16 21. Beginning on an exact date unknown to Plaintiffs but believed to have occurred
17 from 2020, Defendants have engaged in a pattern and practice of acts of unfair competition in
18 violation of B&PC §17200, including the practices alleged herein.

19 22. Defendants, and each of them, provide after school programs, camps, and related
20 learning programs for students, and have engaged in the practice of paying their non-exempt
21 hourly employees in a fashion that circumvents California overtime laws.

22 **FAILURE TO PAY PROPER WAGES AND OVERTIME COMPENSATION**

23 23. Plaintiffs are informed, believe, and thereon allege that as part of Defendants'
24 ongoing unfair business practices, Defendants' hourly employees worked in excess of eight (8)
25 hours per day, and excess of forty (40) hours per week without receiving the proper regular rate
26 of pay and therefore have failed to receive overtime compensation and/or the proper overtime
27 premium. Defendant has not paid overtime to Plaintiffs and the class members, despite the fact
28 that Plaintiffs and the class members frequently work prior to and after their shifts, Defendants

1 fail to pay the regular rate of pay for all overtime hours worked, by not incorporating non-
2 discretionary bonuses and other compensation into their pay, rounding Plaintiffs' and the class
3 members hours, all without paying Plaintiffs and the class members the proper rate of pay.
4 Defendants further cap the hours of Plaintiffs and the other class members to avoid paying any
5 overtime hours. Defendants are in violation of Labor Code §§ 510 and 1194, and the relevant
6 California Industrial Welfare Commission Orders.

7 24. Defendants, and each of them, consistently administered a corporate policy
8 regarding both staffing levels, duties, and responsibilities of Defendants' employees, which
9 required that the entirety of the employees work overtime without proper premium overtime pay
10 and/or the regular rate of pay. This corporate policy and pattern of conduct is accomplished with
11 the advance knowledge and designed intent to avoid paying premium overtime. Accordingly,
12 Plaintiffs and the class members are entitled to the proper overtime compensation under
13 California law. Further, Plaintiffs and the class are entitled to restitution of these wages obtained
14 by Defendants, and each of them. Furthermore, Defendants have failed to properly include items
15 of remuneration when determining the employees' regular rate, including but not limited to the
16 failure to include non-discretionary bonuses and other incentive compensation paid to all eligible
17 employees.

18 **VIOLATION OF LABOR CODE § 200, ET SEQ.**

19 25. Plaintiffs are informed, believe, and thereon allege that as part of Defendants'
20 ongoing unfair business practices, Defendants failed to provide all employees all wages at the
21 time of their separation in violation of Labor Code § 200, et. seq., including but not limited to,
22 §§201, 202, 203 & 204.

23 26. Labor Code § 200, et seq. provides that an employer is required to pay an
24 employee all wages (including accrued vacation) immediately upon the employee's involuntary
25 separation from employment; immediately upon his or her voluntary separation if the employee
26 gave at least seventy-two (72) hours notice, and within seventy-two (72) hours, if the employee
27 voluntarily separated, but did not give at least seventy-two (72) hours notice.
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1 27. Plaintiffs are informed, believe, and thereon allege that all employees who have
2 been separated from Defendants did not timely receive a final paycheck detailing the proper
3 amount of pay from Defendants in violation of Labor Code § 200, et. seq.

4 28. Pursuant to Labor Code § 200, et seq. employees that no longer work for
5 Defendants, and who were not timely paid, are entitled to one (1) day of pay in penalties for each
6 day that he or she was paid late, until payment was made, up to a maximum of thirty (30) days.

7 **VIOLATION OF MEAL PERIOD PROVISIONS**

8 29. Defendants' improper meal and rest period policies are in violation of California
9 law including, but not limited to Labor Code § 226.7, 512, and the IWC Wage Orders. Plaintiffs
10 and these classes are entitled to wages at their regular rate of pay for each violation where
11 Defendants violated the meal and rest break provisions and paid the class the missed meal and
12 rest period premiums at an artificially reduced regular rate. Plaintiffs and the class were entitled
13 to 1 hour of pay for each meal and rest break violation at their regular rate of pay. Defendants
14 failed and continue to fail to pay for meal and rest period violations at the employees' regular
15 rate of pay in violation of Section 11 of the applicable Wage Orders.

16 30. Plaintiffs seek restitution and injunctive relief for said violations.

17 31. Plaintiffs are informed and believe and thereon allege that at all times herein
18 mentioned, Defendants have engaged in unlawful, deceptive, and unfair business practices
19 prohibited by California B&PC § 17200, thereby depriving their employees and the putative class
20 the minimum working standards and conditions due to them under the California labor laws and
21 Industrial Welfare Commission wage orders as specifically described herein. Plaintiffs seek an
22 injunction preventing Defendants from continuing their unfair business practice of improperly
23 depriving their employees of overtime pay, and payment of their regular rate of pay for meal and
24 rest period premiums. Plaintiffs further seek an order requiring Defendants to identify by full
25 name, telephone number, and last known address employees who worked or still work for
26 Defendants from 2020 through the date of judgment; Plaintiffs further seek an order requiring
27 Defendants to timely pay restitution to all current and former employees, including back wages,
28 premium payments, and interest.

RECOVERY OF UNPAID WAGES & PENALTIES

(Violation of Labor Code §§ 204, 510, 1194, and 1198)

33. Plaintiffs and all others similarly situated identified herein were and are employed and scheduled as a matter of established company policy to work and in fact worked as non-exempt hourly employees in excess of eight (8) hours per day and/or in excess of forty (40) hours per week. Defendants employed and scheduled all employees without providing overtime compensation for such excess hours worked in violation of Labor Code §§ 510 and 1194 and the relevant California Industrial Welfare Commission (IWC) orders. Labor Code § 204 establishes the fundamental right of all employees in the State of California to be paid the proper amount of wages in a timely fashion for their work, including overtime. Defendants always had a written and verbal agreement to pay overtime and double time based on the Plaintiffs' and classes' regular rate of pay.

35. At all times relevant hereto, Defendants have failed to pay to Plaintiffs and all persons similarly situated wages when due as required by Labor Code § 204.

37. At all times relevant hereto, Plaintiffs are informed, believe, and thereon allege that Defendants have treated Plaintiffs as hourly non-exempt employees. Despite this classification, Defendants have willfully violated the Labor Code with respect to meeting the requirements of paying one (1) regular rate of pay and calculating overtime and double time based on that regular rate, as hereinbefore alleged. Defendants have failed to properly pay

1 premium overtime for hours worked in a week, and as such, Defendants are able to reduce their
2 overhead and operating expenses and gain an unfair advantage over competing companies
3 complying with state law. Furthermore, Defendants have failed to include all items of
4 remuneration when determining the employees' regular rate of pay, as described above.

5 38. Plaintiffs are informed, believe, and thereon allege that the hourly non-exempt
6 class was never paid any premium compensation or paid significantly less premium
7 compensation for work accomplished in excess of forty (40) hours per week, and/or eight (8)
8 hours per day.

9 39. Furthermore, Plaintiffs are informed and believe that Defendants have a policy of
10 not paying overtime to their employees even though the employees actually worked the overtime
11 hours. Further, Plaintiffs allege that in an attempt to circumvent the overtime requirements,
12 Defendants code work differently from other hours worked so as not to incur overtime payments
13 for consecutive hours worked. Essentially, the employee is subject to a forfeiture of wages for
14 the hours worked.

15 40. Plaintiffs are informed, believe, and thereon allege that Defendants consistently
16 administered a corporate policy regarding both staffing levels and duties and responsibilities of
17 the members of the classes which required the entirety of all classes to work overtime without
18 proper premium pay. This included a uniform corporate policy and practice of failing to include
19 all remuneration into the regular rate for purposes of calculating premium overtime payments
20 and meal period penalties. This corporate policy and pattern of conduct was/is accomplished
21 with the advance knowledge and design of all Defendants herein. Thus, Plaintiffs and all others
22 similarly situated routinely, regularly, and customarily performed overtime work. Accordingly,
23 Plaintiffs and all others similarly situated are entitled to overtime compensation under California
24 law. Further, Defendants disseminated false information throughout Defendants' facilities and
25 among the employees reciting that all hourly non-exempt employees would receive premium
26 overtime pay.

27 41. Plaintiffs are informed, believe, and thereon allege that the obligations and
28 responsibilities of the class employees are irrelevant because Plaintiffs and all others similarly

1 situated merely allege wrongdoing with Defendants' pay plans. Further, the duties of Plaintiffs
2 and all others similarly situated are not relevant in certifying any of the classes. Defendants'
3 hourly non-exempt employees work routinely in excess of eight (8) hours per day, forty (40)
4 hours per week, and/or they were not, and have never been, paid the proper regular rate of
5 compensation nor the proper premium compensation for their overtime work.

6 42. Defendants, and each of them, in violation of Labor Code §§ 201 and 202, et seq.,
7 respectively, had a consistent and uniform policy, practice, and procedure of willfully failing to
8 pay the earned and unpaid wages of all such former employees. Defendants have willfully failed
9 to pay the earned and unpaid wages of such individuals, including, but not limited to regular pay,
10 premium pay, and other wages earned and remaining uncompensated according to amendment,
11 or proof.

12 43. The pattern, practice and uniform administration of corporate policy regarding
13 illegal employee compensation as described herein is unlawful and creates an entitlement to
14 recovery by Plaintiffs and all others similarly situated, in a civil action, for the unpaid balance of
15 the full amount of the all wages owing, including the proper calculation of the regular rate and
16 the proper overtime premiums calculated at 1.5 or 2 times the legal regular rate which are owing,
17 including interest thereon, willful penalties, reasonable attorneys' fees, and costs of suit
18 according to the mandate of Labor Code § 1194, et. seq.

19 44. Likewise, Defendants have a pattern, practice, and uniform administration of
20 corporate policy regarding failure to comply with the required provisions of Labor Code § 226.7,
21 in failing to pay Plaintiffs and the class the meal and rest period premium payment at the regular
22 rate.

23 **THIRD CAUSE OF ACTION**

24 **(Violation of Labor Code §§ 200, et. seq.)**

25 45. Plaintiffs re-allege and incorporate by reference herein the allegations of all
26 preceding paragraphs as though fully set forth herein.

27 46. Labor Code §§ 200, et. seq., provides that an employer is required to pay an
28 employee all wages (including accrued vacation) immediately upon an employee's involuntary

1 separation from employment; immediately upon his voluntary separation if the employee gave at
2 least seventy two (72) hours notice, and within seventy-two (72) hours, if the employee
3 voluntarily separated, but did not give at least seventy-two (72) hours notice.

4 47. Plaintiffs and other former employees of Defendants employed in the State of
5 California separated from employment with Defendants, and did not timely receive a final
6 paycheck with all of their wages due from Defendants in violation of Labor Code §§
7 200, et seq. Plaintiffs are informed, believe, and thereon allege that Defendants also violated the
8 mandates of Labor Code §§ 200, et seq., as to other employees whose employment ended during
9 the period of time covered by this action.

10 48. Pursuant to Labor Code §§ 200, et. seq., each member of the class that no longer
11 works for Defendants, and who was not timely paid all of his or her wages due is entitled to one
12 (1) day of pay in penalties for each day that he or she was paid late, until payment was made, up
13 to a maximum of thirty (30) days.

14 **FOURTH CAUSE OF ACTION**

15 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

16 **(Violation of Labor Code § 226)**

17 49. Plaintiffs re-allege and incorporate by reference herein the allegations of all
18 preceding paragraphs as though fully set forth herein.

19 50. Labor Code §226(a) provides, in pertinent part:

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

1 pay period and the corresponding number of hours worked at each hourly rate by
2 the employee. . .

3 51. During the Class Period, Defendants knowingly and intentionally failed to provide
4 the Class Members, including Plaintiffs, with timely and accurate wage and hour statements
5 showing gross wages earned, total hours worked, all deductions made, net wages earned, the
6 name and address of the legal entity employing that Class Member, and all applicable hourly
7 rates in effect during each pay period and the corresponding number of hours worked at each
8 hourly rate by that Class Member.

9 52. The Class Members, including Plaintiffs, suffered injury as a result of Defendants'
10 knowing and intentional failure to provide the Class Members, with the wage and hour
11 statements required by law.

12 53. Based on Defendants' conduct as alleged herein, Defendants are liable for actual
13 damages, statutory damages, and/or statutory penalties pursuant to California Labor Code § 226,
14 attorney's fees and costs, and other applicable provisions of the Labor Code and applicable
15 Wage Order.

16 **FIFTH CAUSE OF ACTION**
17 **FAILURE TO PROVIDE MEAL PERIODS**
18 **(Violation of Labor Code §§ 226.7 and 512)**

19 54. Plaintiffs incorporate by reference as if fully set forth herein, the allegations of
20 paragraphs above.

21 55. California Labor Code § 512 and the IWC Wage Orders state that an employer
22 may not employ an employee for a work period of more than five (5) hours per day without
23 providing the employee a meal period of not less than 30 minutes, and an employer may not
24 employ an employee for a work period of more than 10 hours per day without providing the
25 employee with a second meal period of not less than 30 minutes. Unless the employee is
26 relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on
27 duty" meal period and counted as time worked. California Labor Code § 226.7(a) further states
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1 that no employer shall require any employee to work during any meal or rest period mandated by
2 an applicable order of the IWC.

3 56. Employers are prohibited from exerting coercion against the taking of, creating
4 incentives to forego, or otherwise encouraging the skipping of legally protected breaks.

5 57. Plaintiffs and members of the Class were not provided with or given the
6 opportunity to take the requisite meal periods before the end of the first 5 hours of work, nor
7 were they provided with or given the opportunity to take a proper second meal period during the
8 days when they worked more than 10 hours in a day. Defendants coerced Plaintiffs and the
9 members of the Class to forego meal periods by disciplining and/or threatening disciplinary
10 action against them if they attempted to take meal periods, created incentives to forego meal
11 breaks, and encouraged the skipping of meal periods by scheduling work to coincide with the
12 meal periods, among other things. In addition, the pace of the job required Class Members to eat
13 while working in order to keep up with their work duties. As a result, Plaintiffs and members of
14 the Class were required to work and/or were not relieved of all duties during any meal period
15 taken, and thus were considered “on duty;” however, Defendants failed to count as time worked
16 any “on duty” meal period taken by Plaintiffs and the members of the Class.

17 58. Pursuant to California Labor Code § 226.7(c) and IWC Wage Orders, if an
18 employer fails to provide an employee a meal period in accordance with the applicable
19 provisions of the IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at
20 the employee’s regular rate of pay for each workday that the meal period is not provided. As
21 such, Plaintiffs and members of the Class are entitled to an additional one hour’s pay for each
22 day in which Plaintiffs and members of the Class were not provided a proper meal break under
23 the above-described authorities.

24 59. Plaintiffs and the members of the Class request that the Court award interest on all
25 unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the
26 date the wages were due and payable pursuant to Labor Code § 218.6.
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1 **SIXTH CAUSE OF ACTION**

2 **FAILURE TO AUTHORIZE OR PERMIT REST PERIODS**

3 **(Violation of Labor Code § 226.7)**

4 60. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the
5 allegations of the preceding paragraphs.

6 61. The IWC Wage Orders provide that every employer shall authorize and permit all
7 employees to take rest periods. The authorized rest period time shall be based on the total hours
8 worked daily at the rate of ten (10) minutes net rest time per four hours of work, or a major
9 fraction thereof. An employer must provide employees with 10 minutes' rest for shifts from
10 three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10
11 hours, and 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.

12 62. Plaintiffs and Class Members were not permitted to take rest periods, were
13 required to work during their rest periods, and/or were disciplined and/or were advised that they
14 would be disciplined if they took rest periods during work hours, in contravention of California
15 law.

16 63. Pursuant to California Labor Code § 226.7(c) and the applicable IWC Wage
17 Orders, if an employer fails to provide an employee a rest period in accordance with the
18 applicable IWC Wage Orders, the employer shall pay the employee one (1) hour of pay at the
19 employee's regular rate of compensation for each workday that the rest period is not provided.

20 64. As such, Plaintiffs and the Class members are entitled to an additional one hour's
21 pay for each day in which they were not provided a proper rest period under the above-described
22 authorities.

23 65. Plaintiffs and the members of the Class request that the Court award interest on all
24 unpaid wages at the legal rate specified by California Civil Code § 3289(b), accruing from the
25 date the wages were due and payable pursuant to Labor Code § 218.6.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(Violation of (Labor Code § 2802))

66. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

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

68. Plaintiffs are informed and believe, and based thereon allege, that at all relevant times Plaintiffs and the class members incurred certain expenses for their jobs with Defendants, including but not limited to using their cell phones for company business, including responding to work calls and text messages for work purposes. Despite this, Defendants failed and refused to indemnify Plaintiffs and the class for all of their expenditures in carrying out their duties for Defendants.

69. As a result of Defendants’ failure to indemnify Plaintiffs and the class members, they have suffered losses according to proof, including prejudgment interest, costs, and attorneys’ fees in prosecuting this case.

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(Violation of Labor Code §§ 2698 and 2699)

70. Plaintiffs re-allege and incorporate by reference as if fully set forth herein, the allegations of the preceding paragraphs.

71. On or about April 23, 2024, Plaintiff Palacios provided written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations.

72. The LWDA failed to respond to Plaintiffs’ counsel’s correspondence and failed to notify Plaintiffs’ counsel as to whether it would investigate the allegations contained therein,

1 within the time period requirements of the Private Attorneys General Act (PAGA), under Labor
2 Code §2699.3. Plaintiffs have fully complied with the notice requirements set forth in Labor
3 Code §2699.3 in order to commence a civil action against an employer pursuant to Labor Code
4 §2699.

5 73. Defendants' failure to pay Plaintiffs for all hours worked, minimum wages,
6 overtime compensation, failure to provide meal periods, failure to authorize and permit rest
7 periods, failure to pay all wages upon termination or resignation, and failure to provide accurate
8 itemized wage statements, failure to reimburse expenses, will subject Defendants to civil
9 penalties pursuant to, without limitation, Labor Code §§ 201, 202, 203, 204, 226, 510, 512, 1174,
10 1194, 1198, 2802, and IWC Wage Orders.

11 74. Plaintiffs are aggrieved employees as defined in Labor Code §§2699(a) and (c),
12 and related Labor Code provisions. Plaintiffs bring this cause of action on behalf of themselves,
13 as private attorneys general, and in a representative capacity on behalf of other aggrieved
14 employees, affected by the labor law violations alleged herein.

15 75. Defendants committed numerous violations of the California Labor Code and
16 IWC Wage Orders against the Plaintiffs, and on information and belief, against members of the
17 Class and other current and former employees while they were employed by Defendants,
18 including but not limited to:

19 a. Defendants violated Labor Code §§ 510, 511, 1194 and/or IWC Wage Orders by
20 failing to pay Plaintiffs and the members of the Class, and on information and belief, other
21 current and former employees of Defendants, all minimum, straight time and overtime wages
22 owed in compliance with California law;

23 b. Defendants violated Labor Code §§ 226.7, 510, 1194, 1197 and/or IWC Wage
24 Orders by failing to pay Plaintiffs and the members of the Class by failing to pay for a missed
25 meal or rest period at the regular rate of pay;

26 c. Defendants violated Labor Code §§ 1194, 1197 and/or IWC Wage Orders by
27 failing to pay Plaintiffs and the members of the Class, and on information and belief, other
28 current and former employees of Defendants, all minimum wages owed in compliance with
California law;

1 d. Defendants violated Labor Code §§ 1194, 204, 510, 511 and/or IWC Wage
2 Orders by failing to pay Plaintiffs and the members of the Class, and on information and belief,
3 other current and former employees of Defendants, all wages owed in a timely manner in
4 compliance with California law;

5 e. Defendants violated Labor Code § 226.7, 512, and /or IWC Wage Orders by
6 failing to provide Plaintiffs and the members of the Class, and on information and belief, other
7 current and former employees of Defendants, the opportunity to take the requisite meal periods
8 in compliance with California law;

9 f. Defendants violated Labor Code § 226.7 and/or IWC Wage Orders by
10 failing to authorize and permit Plaintiffs and the members of the Class, and on information and
11 belief, other current and former employees of Defendants, the opportunity to take the requisite
12 rest periods in compliance with California law;

13 g. Defendants violated Labor Code §§ 226, 1174 and/or IWC Wage Orders by
14 failing to properly maintain accurate employment time and records, maintain and/or submit
15 accurate itemized wage statements on behalf of Plaintiffs, members of the Class, and on
16 information and belief, on behalf of other current and former employees of Defendants as
17 described herein; and

18 h. Defendants violated Labor Code §§ 201, 202 and/or IWC Wage Orders by
19 failing to pay Plaintiffs, the Class, and on information and belief, other current and former
20 employees of Defendants as described herein;

21 i. Defendants violated Labor Code § 2802 and/or the IWC Wage Orders by failing
22 to pay Plaintiffs and other members of the Class all of their reasonable and necessary expenses.

23 76. Pursuant to Labor Code § 2699, Plaintiffs, members of the Class, and all other
24 aggrieved current and former employees seek to recover civil penalties, as otherwise provided by
25 statute and wage order, for which Defendants are liable as a result of their violations of the
26 California Labor Code and applicable wage order(s) in an amount to be proven at trial. These
27 penalties include, but are not limited to, those provided by Labor Code §§ 201, 202, 203, 204,
28 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1194, 1197, 2699, 2802, and IWC Wage Orders.
Plaintiffs and aggrieved current and former employees further seek and award of reasonable
attorneys' fees and costs pursuant to Labor Code § 2698 and 2699.

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiffs pray:

3 1. That the Court determines this action may be maintained as a class action;

4 **As to the First Cause of Action:**

5 2. For an order preliminarily and permanently enjoining Defendants from engaging
6 in the practices challenged herein;

7 3. An order for full restitution of all monies, as necessary and according to proof, to
8 restore any and all monies withheld by the Defendants by means of the unfair practices
9 complained of herein. Plaintiffs seek, on behalf of the putative class, the appointment of a
10 receiver, as necessary. The restitution includes all monies retained as wages, as defined in Labor
11 Code §§ 201, 202, 510, and 1194, and interest, and attorneys' fees as a result of the unfair
12 business practices;

13 4. For an order finding and declaring that Defendant's acts and practices as
14 challenged herein are unlawful, unfair, and/or fraudulent;

15 5. For an accounting, under the administration of Plaintiffs and subject to court
16 supervision, to determine the amount to be returned by Defendants and the amounts to be
17 refunded to members who are or were not paid all their wages due to Defendants' unfair business
18 practices;

19 6. For the creation of an administrative process wherein each injured current and
20 former employee receives his or her back wages in the form of overtime pay or alternatively that
21 each current or former eligible employee may submit a claim in order to receive his/her money;

22 7. For an order requiring Defendants to make full restitution and payment pursuant
23 to B&PC Sections 17200, et seq.;

24 8. For all other appropriate declaratory and equitable relief;

25 9. For pre-judgment interest to the extent permitted by law;

26 10. For an order requiring Defendants to identify, by name, address, and telephone
27 number of each person who worked as an hourly non-exempt employee for Defendants from four
28 (4) years before the filing of the original complaint in this action through the time of judgment;

11. For an order imposing all civil and statutory penalties provided by law.

As to the Second Cause of Action:

12. For damages according to proof, as set forth in Labor Code §§ 510, 226.7 and 1194, et seq., (and the applicable California Industrial Welfare Commission wage orders) regarding wages due and owing;

13. For pre-judgment interest as allowed by Labor Code § 1194 and California Civil Code § 3287(b), for waiting time penalties as authorized by Labor Code § 203, and for reasonable attorneys' fees;

14. For an order imposing all civil and statutory penalties provided by law.

As to the Third Cause of Action:

15. For waiting for time penalties for all former employees not timely paying their last paycheck, including vacation pay;

16. For reasonable attorneys' fees and costs;

17. For an order imposing all civil and statutory penalties provided by law.

As to the Fourth Cause of Action:

18. For recovery as authorized by Labor Code §226(e);

19. For injunctive relief to ensure Defendants' compliance with Labor Code §226 and the IWC Wage Orders §7(A) pursuant to Labor Code §226(h);

20. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or §226(h);

21. For an order imposing all civil and statutory penalties provided by law.

As to the Fifth Cause of Action:

22. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a meal period was not provided, impeded, discouraged, and/or dissuaded;

23. For an order imposing all civil and statutory penalties provided by law.

As to the Sixth Cause of Action:

24. One (1) hour of pay at each of the employees' regular rate of compensation for each workday that a rest period was not authorized or permitted, or impeded, interrupted, discouraged, and/or dissuaded;

25. For an order imposing all civil and statutory penalties provided by law.

As to the Seventh Cause of Action:

26. For recovery of all reasonable and necessary expenses incurred by Plaintiffs and the class members;

27. For pre-judgment interest as allowed under the Labor Code;

28. For an award of reasonable attorneys' fees and costs pursuant to Labor Code § 2802(c);

29. For an order imposing all civil and statutory penalties provided by law.

As to the Eighth Cause of Action:

30. That the Court declare, adjudge and decree that Defendants violated California Private Attorneys General Act, Labor Code § 2698 and 2699;

31. For an order imposing all civil and statutory penalties provided by law;

32. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 2699(g); and

33. For such other and further relief as the Court may deem equitable and appropriate.

As to All Causes of Action:

34. For reasonable costs incurred;

35. For such other and further relief as this Court may deem just and proper.

1 Dated: July 2, 2024

BARTZ LAW GROUP, APC

2
3 By: /s/ Aaron A. Bartz
4 Aaron A. Bartz
5 Attorney for Plaintiffs Catalina Palacios and Ruby
6 Rodriguez and all other similarly situated
7 employees
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DEMAND FOR JURY TRIAL

Plaintiffs demand a jury trial on all issues triable to a jury.

Dated: July 2, 2024

BARTZ LAW GROUP, APC

By: /s/ Aaron A. Bartz
Aaron A. Bartz
Attorneys for Plaintiffs Catalina Palacios and Ruby
Rodriguez and all other similarly situated
employees