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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ROSA VAZQUEZ and GUADALUPE
 VAZQUEZ DE SMITH, individually, and on
 behalf of all others similarly situated,

Plaintiffs,

vs.

FRANKLY...FRESH!, INC., a California
 corporation; PROGRESSIVE EMPLOYER
 MANAGEMENT COMPANY III, LLC, and
 DOES 1 through 10, inclusive,

Defendants

Lead Case No.: 24STCV11913
 Consolidated with Case Nos.: 24STCV31450,
 24STCV31450, and 25STCV03649

**SECOND AMENDED
 REPRESENTATIVE ACTION
 COMPLAINT:**

1. Civil Penalties Under PAGA [Cal. Lab.
 Code §§ 2698, *et seq.*].

DEMAND FOR JURY TRIAL

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TABLE OF CONTENTS

INTRODUCTION & PRELIMINARY STATEMENT	1
THE PARTIES	3
A. Plaintiffs	3
B. Defendants	4
JURISDICTION AND VENUE	5
PAGA ALLEGATIONS.....	6
FACTUAL ALLEGATIONS	8
FIRST CAUSE OF ACTION	17
PRAYER FOR RELIEF	19
DEMAND FOR JURY TRIAL	20

1 Plaintiffs Rosa Vazquez, Guadalupe Vazquez De Smith, Joana Arely Quintana, Ibrahim
2 Salazar, Gilberto Alvarado, and Miguel Pantoja Alvarez (collectively, “Plaintiff”), based upon
3 facts that either have evidentiary support or are likely to have evidentiary support after a
4 reasonable opportunity for further investigation and discovery, alleges as follows:

5 **INTRODUCTION & PRELIMINARY STATEMENT**

6 1. Plaintiffs brings this action against Defendants Frankly...Fresh!, Inc., Cedarlane
7 Natural Foods, Inc., and Does 1 through 10 (collectively referred to as “Defendants”) for civil
8 penalties under the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et*
9 *seq.* (“PAGA”), stemming from Defendants’ failure to pay minimum, regular, and overtime
10 wages, failure to provide compliant meal periods and associated premiums, failure to provide
11 compliant rest periods and associated premiums, failure to timely pay wages during employment,
12 failure to timely pay wages upon termination, failure to provide compliant and accurate wage
13 statements, failure to maintain complete and accurate payroll records, failure to reimburse
14 necessary business-related expenses and costs, in violation of California Labor Code Sections
15 201, 202, 203, 204, 210, 218.5, 221, 226, 226(a), 226(b), 226.3, 226.7, 227.3, 246, 432.5, 432.6,
16 510, 512, 512(a), 515, 551, 552, 558, 1030, 1031, 1032, 1033, 1034, 1174, 1174(d), 1174.5,
17 1194, 1197, 1197.1, 1198, 1198.5, 2800, 2801, and 2802, and California Business and
18 Professions Code §§ 17200, *et seq.*

19 2. Defendants own/owned and operate/operated an industry, business, and
20 establishment within the State of California, including Los Angeles County. As such, and based
21 upon all the facts and circumstances incident to Defendants’ business in California, Defendants
22 are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare
23 Commission (“IWC”), and the California Business & Professions Code.

24 3. Despite these requirements, throughout the statutory period Defendants maintained
25 a systematic, company-wide policy and practice of:

- 26 (a) Failing to pay employees for all hours worked, including all minimum,
27 regular, and overtime wages, in compliance with the California Labor Code
28 and IWC Wage Orders;

- 1 (b) Failing to provide employees with timely and duty-free meal periods in
2 compliance with the California Labor Code and IWC Wage Orders, failing
3 to maintain accurate records of all meal periods taken or missed, and
4 failing to pay an additional hour's pay for each workday a meal period
5 violation occurred, including failing to pay an additional hour's pay at the
6 correct regular rate of pay for each workday a meal period violation
7 occurred;
- 8 (c) Failing to authorize and permit employees to take timely and duty-free rest
9 periods in compliance with the California Labor Code and IWC Wage
10 Orders, and failing to pay an additional hour's pay for each workday a rest
11 period violation occurred, including failing to pay an additional hour's pay
12 at the correct regular rate of pay for each workday a rest period violation
13 occurred;
- 14 (d) Failing to indemnify employees for necessary business expenses incurred;
- 15 (e) Willfully failing to timely pay employees all minimum wages, overtime
16 wages, meal period premium wages, and rest period premium wages due
17 during employment and due within the time period specified by California
18 law when employment terminates;
- 19 (f) Failing to maintain accurate records of the hours that employees worked,
20 including payroll records; and
- 21 (g) Failing to provide employees with accurate, itemized wage statements
22 containing all the information required by the California Labor Code and
23 IWC Wage Orders.

24 4. On information and belief, Defendants, and each of them were on actual and
25 constructive notice of the improprieties alleged herein and intentionally refused to rectify their
26 unlawful policies. Defendants' violations, as alleged above, during all relevant times herein were
27 willful and deliberate.
28

5. At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as the employer of Plaintiffs and the Aggrieved Employees. Further, Defendants are responsible for each of the unlawful acts or omissions complained of herein under the doctrine of “respondeat superior”.

THE PARTIES

A. Plaintiffs

6. Plaintiff Rosa Vazquez is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a packaging employee from approximately August 19, 2019 through December 10, 2020, and was classified as non-exempt and paid on an hourly basis throughout her employment.

7. Plaintiff Guadalupe Vazquez De Smith is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a packaging employee from approximately August 19, 2019 through December 10, 2020, and was classified as non-exempt and paid on an hourly basis throughout her employment.

8. Plaintiff Joana Arely Quintana is a California resident that worked for Defendants in the County of Los Angeles, State of California, as an assembly line worker from approximately June 26, 2023 through December 20, 2023, and was classified as non-exempt and paid on an hourly basis throughout her employment.

9. Plaintiff Ibrahim Salazar is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a packaging employee and machine operator from approximately 2006 through 2023, and was classified as non-exempt and paid on an hourly basis throughout his employment.

10. Plaintiff Gilberto Alvarado is a California resident that worked for Defendants in the County of Los Angeles, State of California, as a quality control agent from approximately January 7, 2024 through May 2024, and was classified as non-exempt and paid on an hourly basis throughout his employment.

1 11. Plaintiff Miguel Pantoja Alvarez is a California resident that worked for
2 Defendants in the County of Los Angeles, State of California, as a quality control agent from
3 approximately January 7, 2024 through June 2024, and was classified as non-exempt and paid on
4 an hourly basis throughout his employment.

5 12. Plaintiffs reserve the right to seek leave to amend this complaint to add new
6 plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*
7 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

8 **B. Defendants**

9 13. Defendant Cedarlane Natural Foods, Inc., a California corporation, is a
10 manufacturer and packager of frozen foods within the State of California.

11 14. Defendant Frankly...Fresh!, Inc., a California corporation, is a manufacturer and
12 packager of frozen foods within the State of California.

13 15. Plaintiffs are informed and believes, and based upon that information and belief
14 alleges, that Defendants are:

- 15 (a) Business entities with their principal places of business in Los Angeles,
16 California.
- 17 (b) Business entities conducting business in numerous counties throughout the
18 State of California, including in Los Angeles County;
- 19 (c) The former employers of Plaintiffs, and the current and/or former
20 employers of the Aggrieved Employees. Defendants suffered and
21 permitted Plaintiffs and the Aggrieved Employees to work, and/or
22 controlled their wages, hours, or working conditions; and
- 23 (d) At all times mentioned herein, Defendants are and were the joint employers
24 of Plaintiff and the Aggrieved Employees.

25 16. Pursuant to Industrial Welfare Commission (“IWC”) Wage Order 5 (“Wage
26 Order”), codified at California Code of Regulations title 8, § 11010, Defendants are employers of
27 Plaintiffs within the meaning of Wage Order 5 and § 18 of the Labor Code. Therefore, each of
28

1 these Defendants is jointly and severally liable for the wrongs complained of herein in violation
2 of the Wage Order and the Labor Code.

3 17. Plaintiffs do not currently know the true names or capacities of the persons or
4 entities sued herein as Does 1-10, inclusive, and therefore sues said Defendants by such fictitious
5 names. Each of the Doe Defendants was in some manner legally responsible for the damages
6 suffered by Plaintiffs and the Aggrieved Employees as alleged herein. Plaintiffs will amend this
7 complaint to set forth the true names and capacities of these Defendants when they have been
8 ascertained, together with appropriate charging allegations, as may be necessary.

9 18. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and
10 each of them, were residents of, doing business in, availed themselves of the jurisdiction of,
11 and/or injured a significant number of Plaintiffs and the Aggrieved Employees in the State of
12 California.

13 19. Plaintiffs are informed and believe, and thereon allege, that at all relevant times
14 each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs
15 and the Aggrieved Employees, and exercised control over their wages, hours, and working
16 conditions. Plaintiffs are informed and believe, and thereon allege, that at all relevant times,
17 each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling
18 shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in
19 interest of some or all of the other Defendants, and was engaged with some or all of the other
20 Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the
21 other Defendants so as to be liable for their conduct with respect to the matters alleged below.
22 Plaintiffs are informed and believe, and thereon allege, that each Defendant acted pursuant to and
23 within the scope of the relationships alleged above, that each Defendant knew or should have
24 known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the
25 conduct of all other Defendants.

26 **JURISDICTION AND VENUE**

27 20. This Court has subject matter jurisdiction to hear this case because Plaintiffs and
28 the Aggrieved Employees' claims under PAGA that are sought by Plaintiffs on behalf of

1 themselves and the Aggrieved Employees exceed the minimal jurisdictional limits of the
2 Superior Court of the State of California.

3 21. Venue is proper in Los Angeles County pursuant to California Code of Civil
4 Procedure §§ 393(a), 395(a), and 395.5 in that liability arose there, because at least some of the
5 transactions that are the subject matter of this Complaint occurred therein and/or each Defendant
6 is found, maintains offices, transacts business, and/or has an agent therein.

7 **PAGA ALLEGATIONS**

8 22. Plaintiffs bring this action as a representative action under PAGA to recover civil
9 penalties that are owed to Plaintiffs, the State of California, and past and present employees of
10 Defendants (hereinafter referred to as the “Aggrieved Employees”). The Aggrieved Employees
11 consists of all persons who have been employed by any Defendants in California as an hourly-
12 paid, non-exempt employee at any time from July 5, 2023, through September 27, 2025. At all
13 times herein set forth, PAGA was applicable to Plaintiffs’ employment by Defendants.

14 23. At all times herein set forth, PAGA provides that any provision of law under the
15 Labor Code that provides for a civil penalty to be assessed and collected by the California Labor
16 and Workforce Development Agency (the “LWDA”) for violations of the Labor Code may, as an
17 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
18 himself and other current or former employees pursuant to procedures outlined in Labor Code §
19 2699.3.

20 24. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
21 employee,” who is any person that was employed by the alleged violator and against whom one
22 or more of the alleged violations was committed.

23 25. Plaintiffs were employed by Defendants and the alleged violations were committed
24 against them during their time of employment and they are, therefore, each an aggrieved
25 employee. Plaintiffs and the Aggrieved Employees are “aggrieved employees” as defined by
26 Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or
27 more of the alleged violations were committed against them.

28 26. Pursuant to Labor Code § 2699.3 and 2699.5, an aggrieved employee, including

1 Plaintiffs, may pursue a civil action arising under PAGA after the following requirements have
2 been met:

- 3 (a) The aggrieved employee shall give written notice by online submission
4 (hereinafter “Employee’s Notice”) to the LWDA and by U.S. Certified
5 Mail to the employer of the specific provisions of the Labor Code alleged
6 to have been violated, including the facts and theories to support the
7 alleged violations.
- 8 (b) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
9 employer and to the aggrieved employee by certified mail that it does not
10 intend to investigate the alleged violation within sixty (60) calendar days of
11 the postmark date of the Employee’s Notice. Upon receipt of the LWDA
12 Notice, or if the LWDA Notice is not provided within sixty-five (65)
13 calendar days of the postmark date of the Employee’s Notice, the
14 aggrieved employee may commence a civil action pursuant to Labor Code
15 § 2699 to recover civil penalties in addition to any other penalties to which
16 the employee may be entitled.

17 27. On July 9, 2024, Plaintiffs Rosa Vazquez and Guadalupe Vazquez De Smith
18 provided written notice by online submission to the LWDA and by U.S. Certified Mail to
19 Defendant of the specific provisions of the Labor Code alleged to have been violated, including
20 the facts and theories to support the alleged violations. Plaintiffs have not received and LWDA
21 Notice within sixty-five (65) calendar days of the date of Plaintiffs’ notice.

22 28. On July 5, 2024, Plaintiff Ibrahim Salazar provided written notice by online
23 submission to the LWDA and by U.S. Certified Mail to Defendant of the specific provisions of
24 the Labor Code alleged to have been violated, including the facts and theories to support the
25 alleged violations. Plaintiff has not received and LWDA Notice within sixty-five (65) calendar
26 days of the date of Plaintiff’s notice.

27 29. On August 7, 2024, Plaintiff Joana Arely Quintana provided written notice by
28 online submission to the LWDA and by U.S. Certified Mail to Defendant of the specific

provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiff has not received and LWDA Notice within sixty-five (65) calendar days of the date of Plaintiff's notice.

30. On January 30, 2025, Plaintiffs Gilberto Alvarado and Miguel Pantoja Alvarez provided written notice by online submission to the LWDA and by U.S. Certified Mail to Defendant of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violations. Plaintiffs have not received and LWDA Notice within sixty-five (65) calendar days of the date of Plaintiffs' notice.

31. Therefore, Plaintiffs have satisfied the administrative prerequisites under Labor Code § 2699.3(a) to recover civil penalties against Defendants under PAGA.

FACTUAL ALLEGATIONS

32. Plaintiffs are California residents who worked for Defendants in the County of Los Angeles, State of California during the statutory period. Plaintiffs were typically scheduled to work approximately 5 days in a workweek, and typically in excess of 8 hours in a single workday.

33. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours worked (including minimum, regular, and overtime wages), failed to provide Plaintiffs with uninterrupted meal periods or pay an additional hour's pay at the correct regular rate of pay for each workday a meal period violation occurred, failed to authorize and permit Plaintiffs to take uninterrupted rest periods or pay an additional hour's pay at the correct regular rate of pay for each workday a rest period violation occurred, failed to indemnify Plaintiffs for necessary business-related expenses and costs, failed to pay all wages to Plaintiffs during employment, failed to timely pay all final wages to Plaintiffs when Defendants terminated Plaintiffs' employment, failed to furnish complete and accurate wage statements to Plaintiffs, and failed to maintain complete and accurate payroll records. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

34. **Failure to Pay Wages for All Hours Worked at the Legal Minimum Wage:** Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt

1 employees. In California, an employer is required to pay hourly employees for all “hours
2 worked” at least the minimum wage rate of pay which includes all time that an employee is under
3 the control of the employer and all time the employee is suffered and permitted to work as
4 established by the IWC and the Wage Orders. This includes the time an employee spends, either
5 directly or indirectly, performing services which inure to the benefit of the employer.

6 35. Plaintiffs and similarly situated hourly non-exempt employees worked more
7 minutes per shift than Defendants credited them with having worked. Defendants failed to pay
8 Plaintiffs and similarly situated employees all wages at the applicable overtime wage for all
9 hours worked due to Defendants’ policies, practices, and/or procedures.

10 36. Throughout the statutory period, Defendants maintained a policy and practice of
11 not paying Plaintiffs and the Aggrieved Employees for all hours worked, including all minimum,
12 regular, and overtime wages. Plaintiffs and the Aggrieved Employees were required to work “off
13 the clock” and uncompensated, including requiring Plaintiffs and the Aggrieved Employees to
14 submit to COVID-19 temperature check and screening without compensation. Additionally,
15 Defendants required Plaintiffs and the Aggrieved Employees to arrive prior to the start of their
16 shift and stay beyond the end of their shift so that Plaintiffs and similarly situated employees
17 could don their PPE, including but not limited to their protective suit, rubber boots, lab coat,
18 gloves, mask and face cover, and hairnets, being required to don PPE prior to clock in and doff
19 PPE after clock out. For example, Plaintiffs and the Aggrieved Employees were required to wait
20 in line in order to clock into work, and when returning from meal breaks, and were required to
21 don their PPE prior to clocking back in from lunch. Also, Plaintiffs and the Aggrieved
22 Employees received other remuneration. However, Defendants failed to incorporate all
23 remuneration when calculating the correct overtime rate of pay, meal break premium rate of pay,
24 and sick day rate of pay, leading to underpayment.

25 37. Therefore, Defendants suffered, permitted, and required their hourly non-exempt
26 employees to be subject to Defendants’ control without paying wages for that time. This resulted
27 in Plaintiffs and similarly situated employees working time for which they were not compensated
28 any wages, in violation of Labor Code §§ 1194, 1197, and Wage Order 5.

1 38. **Failure to Pay Wages for Overtime Hours Worked at the Overtime Rate of**
2 **Pay:** Defendants employed many of their employees, including Plaintiffs, as hourly non-exempt
3 employees. In California, an employer is required to pay hourly employees for all “hours
4 worked,” which includes all time that an employee is under the control of the employer and all
5 time the employee is suffered or permitted to work. This includes the time an employee spends,
6 either directly or indirectly, performing services which inure to the benefit of the employer

7 39. Labor Code §§ 510 and 1194 and Wage Order 5 § 3 require an employer to
8 compensate employees at a higher rate of pay for hours worked in excess of eight (8) hours in a
9 workday, more than forty (40) hours in a workweek, and on any seventh consecutive day of work
10 in a workweek.

11 40. Defendants maintained a policy, practice, and/or procedure of failing to pay
12 Plaintiffs and similarly situated employees for all hours worked. To the extent Plaintiffs and
13 similarly situated employees had already worked 8 hours in the workday and/or during
14 workweeks Plaintiffs and similarly situated employees had already worked 40 hours in a
15 workweek, the employees should have been paid overtime for this unpaid time. This resulted in
16 hourly non-exempt employees working time which should have been paid at the legal overtime
17 rate but was not paid any wages in violation of Labor Code §§ 510, 1194, and 1198 and Wage
18 Order 5 § 3.

19 41. **Failure to Pay Hourly Non-Exempt Employees Wages to Compensate Them**
20 **for Workdays Defendants Failed to Provide Required Meal Periods:** California law requires
21 an employer to authorize or permit an employee an uninterrupted meal period of no less than 30-
22 minutes in which the employee is relieved of all duties and the employer relinquishes
23 control over the employee’s activities prior to the employee’s sixth hour of work. Cal. Lab. Code
24 §§226.7, 512; Wage Order 9-2001, 11; *Brinker Rest. Corp. v. Super Ct. (Hohnbaum)* (2012) 53
25 Cal.4th 1004. An employer may not employ an employee for a work period of more than 10
26 hours per day without providing the employee with a second such meal period of not less than 30
27 minutes prior to the start of the eleventh hour of work. *Id.* If the employee is not relieved of all
28 duty during a meal period, the meal period shall be considered an “on duty” meal period and

1 counted as time worked. A paid “on duty” meal period is only permitted when: (1) the nature of
2 the work prevents an employee from being relieved of all duty; and (2) the parties have a
3 written agreement agreeing to on duty meal periods. If an employer fails to provide an
4 employee a meal period in accordance with the law, the employer must pay the employee one
5 hour of pay at the employee’s regular rate of pay for each workday that a legally required meal
6 period was not timely provided or was not duty-free. *Id.*

7 42. Throughout the statutory period, Defendants have wrongfully failed to provide
8 Plaintiffs and the Aggrieved Employees with legally compliant meal periods. Defendants
9 sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work in excess of
10 five consecutive hours a day without providing 30-minute, continuous and uninterrupted, duty-
11 free meal period for every five hours of work, or without compensating Plaintiffs and the
12 Aggrieved Employees for meal periods that were not provided by the end of the fifth hour of
13 work or tenth hour of work. Defendants also did not adequately inform Plaintiffs and the
14 Aggrieved Employees of their right to take a meal period by the end of the fifth hour of work, or,
15 for shifts greater than 10 hours, by the end of the tenth hour of work. Plaintiffs and the Aggrieved
16 Employees were sometimes required to work during their meal periods, leading to the failure to
17 provide uninterrupted meal periods. Nevertheless, Defendants automatically deducted 30
18 minutes from Plaintiffs’ and similarly situated employees’ daily hours worked and attributed
19 that time to a first meal period. Accordingly, Defendants’ policy and practice was to not provide
20 meal periods to Plaintiff, the Class, and the Aggrieved Employees in compliance with California
21 law.

22 43. Furthermore, Defendants maintained a policy, practice, and/or procedure
23 whereby Defendants failed to authorize or permit Plaintiffs and similarly situated employees
24 to take meal periods of at least 30 minutes due to Defendants’ requirement that Plaintiffs and
25 similarly situated employees doff PPE after clocking out for meals and don PPE prior to
26 clocking back in from meal periods, and therefore interfered with Plaintiffs and similarly situated
27 employees meal breaks.
28

1 44. At times, Plaintiffs and California non-exempt employees would work in excess of
2 10 hours which would entitled them to a second meal period before the 10th hour of work.
3 Defendants did not provide Plaintiffs and California non-exempt employees with a second meal
4 period when they worked in excess of 10 hours. Defendants did not have a procedure in place
5 to pay Plaintiffs and California non-exempt employees a premium wage for their missed meal
6 periods when they did not receive a second meal period. Accordingly, Defendants did not pay
7 Plaintiffs and California non-exempt employees a premium wage when they did not receive a
8 second meal period.

9 45. Defendants also failed to pay Plaintiffs and similarly situated employees one hour
10 of pay at their regular rate of pay for each workday Plaintiffs and similarly situated employees
11 did not receive all legally compliant meal periods. Defendants lacked a policy and
12 procedure for compensating Plaintiffs and similarly situated employees with premium wages
13 when they did not receive all legally required meal periods in a legally compliant manner.

14 46. These practices and procedures resulted in Plaintiffs and all other similarly
15 situated employees not receiving wages to compensate them for workdays which Defendants did
16 not provide them with legally compliant meal periods in compliance with California law.

17 **47. Failure to Pay Hourly Non-Exempt Employees Wages to Compensate Them**
18 **for Workdays Defendants Failed to Provide Required Rest Periods:** Defendants often
19 employed hourly employees, including the named Plaintiffs and all others similarly-situated,
20 for shifts at least three and one-half (3.5) hours in length.

21 48. California law states that “[e]very employer shall authorize and permit all
22 employees to take rest periods, which insofar as practicable shall be in the middle of each
23 work period. The authorized rest period time shall be based on the total hours worked daily at
24 the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. ... If an
25 employer fails to provide an employee a rest period in accordance with the applicable provisions
26 of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular
27 rate of compensation for each workday that the rest period is not provided.” (Wage Order 5,
28 §12; see Lab. Code §226.7). Under California law, “[e]mployees are entitled to 10 minutes’ rest

1 for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six
2 hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”
3 (*Brinker v. Superior Court* (2012) 53 Cal.4th 1004, 1029; Lab. Code §226.7; Wage Order 5, §12).
4 Rest periods must be in the middle of each work period. (Wage Order 5, §12). If an employer fails
5 to provide an employee a timely and legally compliant rest period, the employer must pay the
6 employee one hour of pay at the employee’s regular rate of compensation for each work day
7 that a legally required meal period was not provided or was not duty free. (*Id.*)

8 49. Throughout the statutory period, Defendants have wrongfully failed to authorize
9 and permit Plaintiffs and the Aggrieved Employees to take timely and duty-free rest periods.
10 Defendants sometimes, but not always, required Plaintiffs and the Aggrieved Employees to work
11 in excess of four consecutive hours a day without Defendants authorizing and permitting them to
12 take a 10-minute, continuous and uninterrupted, rest period for every four hours of work (or
13 major fraction of four hours), or without compensating Plaintiffs and the Aggrieved Employees
14 for rest periods that were not authorized or permitted. Defendants also did not adequately inform
15 Plaintiffs and the Aggrieved Employees of their right to take a rest period. Moreover,
16 Defendants did not have adequate policies or practices permitting or authorizing rest periods for
17 Plaintiffs and the Aggrieved Employees, nor did Defendants have adequate policies or practices
18 regarding the timing of rest periods. Defendants also did not have adequate policies or practices
19 to verify whether Plaintiffs and the Aggrieved Employees were taking their required rest periods.
20 Further, Defendants did not maintain accurate records of employee work periods, and therefore
21 Defendants cannot demonstrate that Plaintiffs and the Aggrieved Employees took rest periods
22 during the middle of each work period. Accordingly, Defendants’ policy and practice was to not
23 authorize and permit Plaintiffs and the Aggrieved Employees to take rest periods in compliance
24 with California law.

25 50. This practice resulted in Plaintiffs and all other similarly situated California
26 non-exempt employees not receiving wages to compensate them for workdays which Defendants
27 did not provide them with rest periods in compliance with California law.
28

1 **51. Failure to Indemnify:** Throughout the statutory period, Defendants wrongfully
2 required Plaintiffs and the Aggrieved Employees to pay expenses that they incurred in direct
3 discharge of their duties for Defendants without reimbursement. For example, Plaintiffs and the
4 Aggrieved Employees were required to occasionally use personal cellular telephones for work
5 purposes.

6 **52. Failure to Timely Pay Earned Wages During Employment:** In California,
7 wages must be paid at least twice during each calendar month on days designated in advance by the
8 employer as regular paydays, subject to some exceptions. Labor Code §204(a). Wages earned
9 between the 1st and 15th days, inclusive, of any calendar month must be paid between the 16th
10 and the 26th day of that month and wages earned between the 16th and the last day, inclusive,
11 of any calendar month must be paid between the 1st and 10th day of the following month. *Id.*
12 Other payroll periods such as those that are weekly, biweekly, or semimonthly, must be paid
13 within seven (7) calendar days following the close of the payroll period in which wages were
14 earned. Labor Code §204(d).

15 **53.** As a derivative of Plaintiffs claims above, Plaintiffs allege that Defendants failed
16 to timely pay Plaintiffs and similarly situated employees' earned wages (including minimum
17 wages, overtime wages, meal period premium wages, and rest period premium wages), in
18 violation of Labor Code §204.

19 **54.** Defendants' aforementioned policies, practices, and/or procedures resulted in
20 their failure to pay Plaintiffs and similarly situated employees their earned wages within the
21 applicable time frames outlined in Labor Code §204.

22 **55. Failure to Timely Pay All Wages Due at the Time of Termination/Resignation:**
23 An employer is required to pay all unpaid wages timely after an employee's employment ends.
24 The wages are due immediately upon termination (Labor Code §201) or within 72 hours of
25 resignation (Labor Code §202).

26 **56.** Throughout the statutory period, Defendants willfully failed and refused to timely
27 pay Plaintiffs and the Aggrieved Employees at the conclusion of their employment all wages for
28 all minimum wages, overtime wages, meal period premium wages, and rest period premium

wages. Further, Defendants did not pay Plaintiffs and the Aggrieved Employees their final paychecks immediately upon termination.

57. As a result of the aforementioned violations of the Labor Code, Plaintiffs allege that they, and other similarly situated employees, were not paid their final wages in a timely manner upon separation of employment, whether voluntary or involuntary, as required by Labor Code §§ 201, 202, and 203.

58. **Failure to Provide Accurate Wage Statements:** Labor Code §226(a) provides (inter alia) that, upon paying an employee his or her wages, the employer must “furnish each of his or her employees ... an itemized statement in writing showing: (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided, that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the pay period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.”

59. Throughout the statutory period, Defendants failed to furnish Plaintiffs and the Aggrieved Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and net wages earned (including correct hours worked, correct wages earned for hours worked, correct overtime hours worked, correct wages for meal periods that were not provided in accordance with California law, correct wages for rest periods that were not authorized and permitted to take in accordance with California law, and Defendant’s address). Further, the wage statements do not show Defendant’s address as required by California law. As a result of these violations of California Labor Code § 226(a), Plaintiffs and the Aggrieved Employees suffered injury because, among other things:

- 1 (a) the violations led them to believe that they were not entitled to be paid
2 minimum wages, regular wages, overtime wages, meal period premium
3 wages, and rest period premium wages to which they were entitled, even
4 though they were entitled;
- 5 (b) the violations led them to believe that they had been paid the minimum,
6 regular, overtime, meal period premium, and rest period premium wages,
7 even though they had not been;
- 8 (c) the violations led them to believe they were not entitled to be paid
9 minimum, regular, overtime, meal period premium, and rest period
10 premium wages at the correct California rate even though they were;
- 11 (d) the violations led them to believe they had been paid minimum, regular,
12 overtime, meal period premium, and rest period premium wages at the
13 correct California rate even though they had not been;
- 14 (e) the violations hindered them from determining the amounts of minimum,
15 regular, overtime, meal period premium, and rest period premium owed to
16 them;
- 17 (f) in connection with their employment before and during this action, and in
18 connection with prosecuting this action, the violations caused them to have
19 to perform mathematical computations to determine the amounts of wages
20 owed to them, computations they would not have to make if the wage
21 statements contained the required accurate information;
- 22 (g) by understating the wages truly due them, the violations caused them to
23 lose entitlement and/or accrual of the full amount of Social Security,
24 disability, unemployment, and other governmental benefits;
- 25 (h) the wage statements inaccurately understated the wages, hours, and wages
26 rates to which Plaintiffs and the Aggrieved Employees were entitled, and
27 Plaintiffs and the Aggrieved Employees were paid less than the wages and
28 wage rates to which they were entitled.

1 Thus, Plaintiffs and the Aggrieved Employees are owed the amounts provided for in California
2 Labor Code § 226(e), including actual damages.

3 **FIRST CAUSE OF ACTION**

4 **(Against all Defendants for Civil Penalties Under the Private Attorneys General Act**
5 **of 2004, Cal. Lab. Code § 2698 et seq.)**

6 60. Plaintiffs incorporate by reference and re-allege as if fully stated the foregoing
7 paragraphs in this Second Amended Complaint.

8 61. At all times herein mentioned, Defendants were subject to the Labor Code of the
9 State of California and the applicable Industrial Welfare Commission Orders.

10 62. California Labor Code § 2699(a) specifically provides for a private right of action
11 to recover penalties for violations of the Labor Code: “Notwithstanding any other provision of
12 law, any provision of this code that provides for a civil penalty to be assessed and collected by
13 the Labor and Workforce Development Agency or any of its departments, divisions,
14 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative,
15 be recovered through a civil action brought by an aggrieved employee on behalf of himself or
16 herself and other current or former employees pursuant to the procedures specified in Section
17 2699.3.”

18 63. Plaintiffs have exhausted their administrative remedies pursuant to California
19 Labor Code § 2699.3. Additionally, Plaintiffs have each timely commenced a civil action to
20 recover any and all legally applicable penalties under Labor Code § 2699 during the relevant
21 statute of limitations subject to any permissible tolling pursuant to § 2699.3 for the violations of
22 the Labor Code described in this Complaint. These penalties include, but are not limited to,
23 penalties under California Labor Code §§ 201, 202, 203, 204, 210, 218.5, 221, 226, 226(a),
24 226(b), 226.3, 226.7, 227.3, 246, 432.5, 510, 512(a), 515, 551, 552, 558, 1030, 1031, 1032, 1034,
25 1194, 1197, 1197.1, 1198, 1198.5, 2699(f)(2), 2800, 2801, and 2802, and any penalties available
26 for unfair business practices in violation of California Business and Professions Code §§ 17200,
27 *et seq.*
28

1 64. In addition, Plaintiffs seek penalties for Defendants' violation of California Labor
2 Code § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity,
3 employing labor who willfully fails to maintain accurate and complete records required by
4 California Labor Code § 1174 is subject to a penalty under § 1174.5. Pursuant to the applicable
5 IWC Order § 7(A)(3), every employer shall keep time records showing when the employee
6 begins and ends each work period. Meal periods, and total hours worked daily shall also be
7 recorded. Additionally, pursuant to the applicable IWC Order § 7(A)(5), every employer shall
8 keep total hours worked in the payroll period and applicable rates of pay.

9 65. During the time period of employment for Plaintiffs and the Aggrieved Employees,
10 Defendants failed to maintain records pursuant to the Labor Code and IWC Orders by failing to
11 maintain accurate records showing meal periods, and accurate records showing when employees
12 begin and end each work period. Defendants' failure to provide and maintain records required by
13 the Labor Code IWC Wage Orders deprived Plaintiffs and the Aggrieved Employees the ability
14 to know, understand and question the accuracy and frequency of meal periods, and the accuracy
15 of their hours worked stated in Defendants' records. Therefore, Plaintiffs and the Aggrieved
16 Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
17 unjustified economic enrichment to Defendants. As a direct result, Plaintiffs and the Aggrieved
18 Employees have suffered and continue to suffer, substantial losses related to the use and
19 enjoyment of such wages, lost interest on such wages and expenses and attorney's fees in seeking
20 to compel Defendants to fully perform its obligation under state law, all to their respective
21 damage in amounts according to proof at trial. Because of Defendants' knowing failure to
22 comply with the Labor Code and applicable IWC Wage Orders, Plaintiffs and the Aggrieved
23 Employees have also suffered an injury in that they were prevented from knowing,
24 understanding, and disputing the wage payments paid to them.

25 66. Based on the conduct described in this Second Amended Complaint, Plaintiffs are
26 entitled to an award of civil penalties on behalf of themselves, the State of California, and
27 similarly Aggrieved Employees of Defendants. The exact amount of the applicable penalties, in
28

1 all, is in an amount to be shown according to proof at trial. These penalties are in addition to all
2 other remedies permitted by law.

3 67. In addition, Plaintiffs seek an award of reasonable attorneys' fees and costs
4 pursuant to California Labor Code § 2699(k)(1), which states, "Any employee who prevails in
5 any action shall be entitled to an award of reasonable attorney's fees and costs . . ."

6 **PRAYER FOR RELIEF**

7 Plaintiffs, each individually, and on behalf of all others similarly situated only with
8 respect to the class claims, prays for relief and judgment against Defendants, jointly and
9 severally, as follows:

10 1. That the Court declare, adjudge and decree that Defendants violated the California
11 Labor Code by failing to pay minimum wages, failing to pay regular wages, failing to pay
12 overtime wages, failing to provide compliant meal periods and associated premiums, failing to
13 provide compliant rest periods and associated premiums, failing to timely pay wages during
14 employment, failing to timely pay wages upon termination, failing to provide compliant and
15 accurate wage statements, failing to maintain complete and accurate payroll records, and failing
16 to reimburse necessary business-related expenses and costs;

17 2. For all civil penalties pursuant to California Labor Code §§ 2698, *et seq.*, and all
18 other applicable Labor Code provisions;

19 3. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 California Labor Code § 2699; and

21 4. For such other and further relief as the Court may deem equitable, just, and
22 appropriate.
23

24 Dated: October 24, 2025

Respectfully submitted,

25 MOON LAW GROUP, PC

26 By: 
27 Kane Moon
Allen Feghali
28 Charlotte Mikat-Stevens

Attorneys for Plaintiffs Rosa Vazquez, Guadalupe Vazquez De Smith, and Joana Arely Quintana

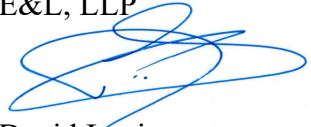
Dated: October 24, 2025

THE NOURMAND LAW FIRM, APC

By: *James A. De Sario*
Michael Nourmand
James A. De Sario
Attorneys for Plaintiff Ibrahim Salazar

Dated: October 24, 2025

E&L, LLP

By: 
David Lavi
Attorneys for Plaintiffs Gilberto Alvarado and Miguel Pantoja Alvarez

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

Dated: October 24, 2025

MOON LAW GROUP, PC

By: 
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens
Attorneys for Plaintiffs Rosa Vazquez, Guadalupe Vazquez De Smith, and Joana Arely Quintana

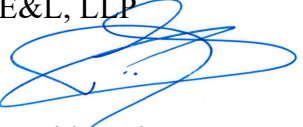
Dated: October 24, 2025

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Dated: October 24, 2025

E&L, LLP

By: 
David Lavi
Attorneys for Plaintiffs Gilberto Alvarado and Miguel Pantoja Alvarez

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 725 South Figueroa Street, 31st Floor
7 Los Angeles, California 90017. On December 8, 2025, I served the foregoing document described
8 as:

9 **SECOND AMENDED REPRESENTATIVE ACTION COMPLAINT**

10 X by E-mailing ____ the original X a true copy to the following:

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21 *(Served via Case Anywhere)*

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25 [✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
26 accept electronic service, I caused the documents to be sent to the persons at the electronic
27 service addresses listed above via third-party cloud service **CASEANYWHERE**.
28

1 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
2 California, by e-mail delivery on the parties listed herein at their most recent known e-
3 mail address or e-mail of record in this action. I did not receive, within a reasonable time
4 after the transmission, any electronic Message or other indication that the transmission
5 was unsuccessful.

6 X (State) I declare under penalty of perjury under the laws of the State of California
7 that the above is true and correct.

8 Executed on December 8, 2025, at Los Angeles, California.

9 Jim Salazar

10 Name

11 
12 Signature