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Attorneys for Plaintiff,
EVER BATRES on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

EVER BATRES, an individual, on behalf of
himself, all aggrieved employees, and the State
of California as a Private Attorneys General,

Plaintiff,

vs.

MENDOCINO FARMS, LLC, a Delaware
limited liability company, and DOES 1-50,
inclusive,

Defendant.

Case No.: **24STCV17042**

REPRESENTATIVE ACTION

**Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 et seq.**

1 Plaintiff EVER BATRES brings this PAGA representative action complaint on behalf of
2 himself, all aggrieved employees, and the State of California as a Private Attorneys General, and
3 alleges as follows:

4 NATURE OF THE ACTION

5 1. Plaintiff EVER BATRES worked as an employee for Defendant MENDOCINO
6 FARMS, LLC and Does 1-50 (collectively “Defendant”). Defendant owns and operates a chain of
7 restaurants. Plaintiff EVER BATRES worked for Defendant during the statutory period, earning
8 at or near minimum wage, until February 2024. Plaintiff brings this action pursuant to the Private
9 Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a representative
10 basis. All current and former hourly, nonexempt employees of Defendant within one year of
11 serving notice on the LWDA to the present are aggrieved employees.

12 2. Defendant failed to comply with California Labor Code requirements due to erroneous,
13 willful and intentional employment practices and policies. Plaintiff brings this representative
14 action on behalf of himself, all other similarly situated aggrieved employees, and the State of
15 California, based upon the claims articulated below. Plaintiff provided notice of his claims
16 pursuant to §2698 *et seq.*, to the Labor and Workforce and Development Agency (“LWDA”) as
17 illustrated by the attached Exhibit, the content of which is expressly incorporated herein. The
18 LWDA has not provided any notice to Plaintiff following the exhaustion of the 65-day notice
19 period required by 2699.3(a)(2)(B). Accordingly, Plaintiff now brings this Complaint for civil
20 penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 *et seq.*

21 3. Defendant has had a consistent policy and/or practice of: (1) failing to pay for all hours
22 worked, including overtime hours worked; (2) failing to properly calculate and pay sick leave
23 wages; (3) failing to pay all wages owed twice per month; (4) failing to pay minimum wage; (5)
24 failing to pay reporting time pay; (6) failing to provide rest breaks; (7) failing to provide
25 uninterrupted meal breaks; (8) failing to reimburse for required business expenses; (9) failing to
26 pay wages due upon termination; (10) failing to provide accurate itemized wage statements.
27 Defendant is therefore liable for civil penalties under the Cal. Labor Code, including the Private
28 Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described more fully herein.

1 **THE PARTIES**

2 4. Plaintiff EVER BATRES is a resident of the State of California and worked for
3 Defendant during the statutory period until February 2024.

4 5. Defendant MENDOCINO FARMS, LLC is a Delaware limited liability company
5 authorized to do business and doing business in California with the capacity to sue and to be sued,
6 and doing business, in the county of Los Angeles.

7 6. Plaintiff is unaware of the true names, capacities, relationships, and extent of
8 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
9 informed and believes and thereon alleges that said Defendant is legally responsible for the
10 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
11 will amend this complaint when their true names and capabilities are ascertained.

12 7. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
13 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
14 of the representative class, and exercised control over their wages, hours, and working conditions.
15 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
16 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
17 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
18 to the other Defendants.

19 **JURISDICTION AND VENUE**

20 8. Venue is proper in this judicial district because Defendant conducts business in this
21 county and each Defendant has legal obligations to Plaintiff and many of the aggrieved employees
22 in this case that arose in this county.

23 9. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of
24 the Superior Court and will be established according to proof at trial. Based on information,
25 investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for
26 monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars
27 (\$25,000).
28

1 10. The California Superior Court has jurisdiction in this matter because Plaintiff is a
2 resident of California and Defendant is qualified to do business in California and regularly conduct
3 business in California. Further, there is no federal question at issue as the claims herein are based
4 solely on California law.

5 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

6 11. During the relevant time period, Defendant committed various violations of the
7 California Labor Code as alleged below in more detail. Defendant enforces multiple policies that
8 violate state law, which are intended to increase profits to the detriment of aggrieved employees.

9 12. This representative action represents over one hundred current and former aggrieved
10 employees.

11 13. For at least one (1) year prior to the date of service notice on the LWDA, and continuing
12 to the present, Defendant engaged in unlawful employment practices that resulted in violations of
13 numerous Labor Code sections, as set forth more fully below.

14 14. Plaintiff and all current and former hourly, nonexempt employees within one year of
15 filing this action to the present are aggrieved employees within the meaning of Labor Code 2699,
16 *et seq.* (See Labor code §2699(c).)

17 15. Defendant, and each of them, have committed the following violations of the California
18 Labor Code:

19 **Failure to Pay For All Hours Worked, Including Overtime Hours Worked**

20 (Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 351, 510, 511, 558,
21 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders)

22 16. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
23 incorporate said paragraphs herein by reference.

24 17. The Wage Orders define “hours worked” as “the time during which an employee is
25 subject to the control of an including all the time the employee is suffered or permitted to work,
26 whether or not required to do so.” Defendant has been engaged in many unlawful employment
27 practices which resulted in underpayment for hours worked each pay period.
28

1 18. Plaintiff and his coworkers have been regularly underpaid wages as indicated on wage
2 statements. For example, in his check dated 2/23/24, Plaintiff worked 11.14 hours but was paid for
3 11.13 hours. Employers are required to pay for all hours and minutes worked, and this time shaving
4 has resulted in extensive collective wage theft. Additionally, wages are calculated inaccurately in
5 a manner that consistently favors the employer. These unlawful acts result in underpaid wages as
6 well as wage statement violations.

7 19. Defendant rounds Plaintiff and aggrieved employee timecards in a manner that favors
8 Defendant. Defendant does not pay aggrieved employees for all hours worked as a result of
9 rounding practices. For example, Plaintiff's time records reflect more time than listed on wage
10 statements. Defendant also regularly underpaid tips earned by Plaintiff and aggrieved employees
11 in violation of Labor Code §351.

12 20. As a result of these ongoing violations, Defendant is liable for, among other things,
13 civil penalties pursuant to Labor Code §§ 558 & 2698 et seq.

14 **Failure to Properly Calculate and Pay Sick Leave Wages**

15 (Cal. Lab. Code §§246, 2698 et seq.)

16 21. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
17 incorporate said paragraphs herein by reference.

18 22. Defendant failed to pay all sick wages owed to Plaintiff and aggrieved employees. For
19 example, when Plaintiff was unable to work due to a disclosed health condition, Defendant failed
20 to pay Plaintiff any sick leave wages despite having over 27 hours of sick pay accrued at the time.
21 Defendant also fails to accrue or frontload sick leave wages as required for aggrieved employees,
22 and pay all sick pay wages owed at the employees regular rate of pay and/or in compliance with
23 LC §246.

24 **Failure to Pay All Wages Owed Twice Per Month**

25 (Cal. Lab. Code §§2204, 210, and 2698 et seq.)

26 23. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
27 incorporate said paragraphs herein by reference.
28

1 24. Defendant was required to pay Plaintiff and aggrieved employees all wages earned
2 twice during each calendar month pursuant to Labor Code §204(a). Defendant failed to pay all
3 wages earned to employees as a result of the unlawful employment policies and practices discussed
4 herein. As a result of these practices, aggrieved employees were underpaid for hours worked,
5 including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages
6 owed twice per month. Due to this failure, Defendant is liable under Labor Code §210 for failure
7 to pay wages as required by law.

8 **Failure to Pay Minimum Wage**

9 (Cal. Lab. Code §§200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*)

10 25. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
11 incorporate said paragraphs herein by reference.

12 26. Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to
13 suffer or permit a California employee to work without paying wages at the proper minimum wage
14 for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable Wage
15 Orders “hours worked” include “the time during which an employee is subject to the control of an
16 employer, and includes all the time the employee is suffered or permitted to work, whether or not
17 required to do so.”

18 27. During the applicable recovery period, Plaintiff and aggrieved employees were
19 suffered, permitted, and required to perform work by Defendant for which they received no pay.
20 The aforementioned acts by Defendant were undertaken with the intention of depriving aggrieved
21 employees of their earned wages. As a result of these ongoing violations, Defendant is liable for,
22 among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

23 **Failure to Pay Reporting Time Pay**

24 (Cal. Cal. Code Regs. tit. 8, § 11050 (5), Cal. Labor Code §§218.6, 226)

25 28. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
26 incorporate said paragraphs herein by reference.
27
28

1 29. The IWC Wage Order requires employers to pay half of the employee's "usual or
2 scheduled day's work," and in no event less than two (2) hours pay on each instance the employer
3 requires an employee to report to work, as set forth fully below:

4 5. Reporting Time Pay

5 A. Each workday an employee is required to report for work and does
6 report, but is not put to work or is furnished less than half said employee's usual
7 or scheduled day's work, the employee shall be paid for half the usual or
8 scheduled day's work, but in no event for less than two (2) hours nor more than
9 four (4) hours, at the employee's regular rate of pay, which shall not be less than
10 the minimum wage.

11 30. Plaintiff and his coworkers were sometimes sent home without being provided at least
12 half of their usual or scheduled day's work and were not paid required reporting time wages.
13 Reporting time pay constitutes wages required by law. Accordingly, as required by Cal. Lab. Code
14 §218.6, As a result of these violations, Defendant is liable for civil penalties pursuant to Cal. Labor
15 Code §558 and §2698 *et. seq.*

16 **Failure to Provide Rest Breaks**

17 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

18 31. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
19 incorporate said paragraphs herein by reference.

20 32. Defendant has failed to maintain a compliant rest period policy and practice that
21 provides its employees with off-duty rest periods as required by California law.

22 33. Rest periods were either less than ten minutes, not provided, interrupted or late, "on
23 duty," or not scheduled before and after a meal period for shifts greater than six hours, as
24 prescribed by California law because Defendant: (1) did not account for all hours worked that were
25 unaccounted for on their timecard; (2) did not adequately inform and train employees about their
26 rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately
27 inform and train employees about when, where and how to take timely and uninterrupted ten-
28 minute rest breaks; (4) because Defendant did not staff enough people to schedule all timely and

1 uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting
2 all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest
3 break policy.

4 34. Defendant did not authorize or permit all of its hourly employees to take at least a ten
5 minute rest period in which they were relieved of all duties, for every 4 hours of work, or major
6 fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When
7 breaks were missed Defendant failed to pay the 1-hour penalty, as required. Because Defendant
8 violated the Wage Order, Defendant is liable under Labor Code §1198. As a result of these
9 violations, Defendant is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

10 **Failure to Provide Uninterrupted Meal Breaks**

11 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*)

12 35. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
13 incorporate said paragraphs herein by reference.

14 36. During Plaintiff's employment, Defendant failed to maintain a compliant meal period
15 policy and practice. Defendant failed to provide all of its hourly employees with their right to take
16 a timely off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may
17 not employ an employee for a work period of more than five hours per day without providing the
18 employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o
19 employer shall require an employee to work during any meal... period mandated by an applicable
20 order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in
21 pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the
22 meal period shall be considered an 'on duty' meal period and counted as time worked." Labor
23 Code 1198 states that any violation of a wage order is a violation of the Labor Code.

24 37. Plaintiff and aggrieved employees often experienced late, short, and/or interrupted
25 meal periods. Defendant sometimes required Plaintiff and aggrieved employees to complete tasks,
26 such as filling orders, before taking meal breaks, resulting in late and short meal breaks.

27 38. Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because
28 Defendant: (1) did not account for all hours worked that were unaccounted for on their timecard;

(2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Defendant did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Plaintiff and aggrieved employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law. Accordingly, Defendant is liable to Plaintiff and aggrieved employees for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure to Reimburse For Required Business Expenses

(Cal. Labor Code §§ 1198, 2802, 2699)

39. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

40. Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Plaintiff and aggrieved employees were required to sometimes use their personal phones for work purposes but were not reimbursed for this necessary business expenses and is therefore liable to Plaintiff and aggrieved employees for civil penalties pursuant to Cal. Labor Code §2698 *et. Seq.*

Failure to Pay Wages Due Upon Termination

(Cal. Labor Code §§ 201, 202, 203, 256 and 2698 *et seq*)

41. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and incorporate said paragraphs herein by reference.

42. An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated.

1 43. Defendant willfully failed to pay employees who are no longer employed by it all
2 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
3 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
4 waiting time under the terms of §203. Moreover, Defendant is liable for civil penalties pursuant to
5 Cal. Lab. Code § 2698 *et. seq.*

6 **Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping**

7 **Requirements**

8 (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq*)

9 44. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
10 incorporate said paragraphs herein by reference.

11 45. Defendant knowingly and intentionally failed to provide timely, accurate, itemized
12 wage statements to Plaintiff and the aggrieved employees in accordance with Labor Code §§ 226
13 and keep accurate records as required by §1174(d).

14 46. Wage statements issued to Plaintiff and aggrieved employees have not accurately
15 reflected actual gross wages earned, including pay for all hours worked and the accurate rate of
16 pay for all hours worked, and overtime pay, and pay for meal and rest period premium wages.
17 They also failed to list the accurate amount of tips owed to employees or the accurate hours worked
18 due to unlawful timekeeping and pay practices.

19 47. §226 (a) requires:

20 A. An employer, semimonthly or at the time of each payment of wages,
21 shall furnish to his or her employee, either as a detachable part of the check,
22 draft, or voucher paying the employee's wages, or separately if wages are paid
23 by personal check or cash, an accurate itemized statement in writing showing
24 (1) gross wages earned, (2) total hours worked by the employee, except as
25 provided in subdivision (j), (3) the number of piece-rate units earned and any
26 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
27 deductions, provided that all deductions made on written orders of the employee
28 may be aggregated and shown as one item, (5) net wages earned, (6) the

1 inclusive dates of the period for which the employee is paid, (7) the name of the
2 employee and only the last four digits of his or her social security number or an
3 employee identification number other than a social security number, (8) the
4 name and address of the legal entity that is the employer and, if the employer is
5 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
6 and address of the legal entity that secured the services of the employer, and (9)
7 all applicable hourly rates in effect during the pay period and the corresponding
8 number of hours worked at each hourly rate by the employee...

9 48. Such failures called injury to Plaintiff and others, by, among other things, impeding
10 them from knowing the true legal name of their employer, the total hours worked, and the amount
11 of wages to which they are and were entitled. Defendant knowingly and intentionally failed to
12 accurately itemize the gross wages earned, net wages earned, and total hours worked. Defendant
13 is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

14 49. Finally, Defendant has violated Labor Code §432.5 for forcing Plaintiff and aggrieved
15 employees to sign employment-related contracts and documents that contained unlawful terms of
16 employment, including invalid meal period waivers resulting from a noncompliant meal period
17 policy and/or practice.

18 **FIRST CAUSE OF ACTION**

19 **Against Defendant for Violation of the Private Attorneys General Act (“PAGA”)**

20 **(California Labor Code §2698 *et seq.*)**

21 50. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
22 incorporate said paragraphs herein by reference.

23 51. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendant
24 during the applicable statutory period and suffered one or more of the Labor Code violations set
25 forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and
26 former aggrieved employees of Defendant, the civil penalties provided by PAGA, plus reasonable
27 attorneys’ fees and costs.
28

1 52. Plaintiff seeks to recover the PAGA civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
3 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

4 53. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
5 Code provisions:

- 6 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
7 Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 351, 510, 511,
8 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*);
- 9 b. Failure to Properly Calculate and Pay Sick Leave Wages (Cal. Labor Code §§246,
10 2698);
- 11 c. Failure to Pay All Wages Owed Twice Per Month (Cal. Labor Code §§204, 210,
12 and 2698);
- 13 d. Failure to Pay Minimum Wage (Cal. Lab. Code §§200, 218.5, 226, 558, 1194,
14 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- 15 e. Failure to Pay Reporting Time Pay (Cal. Code Regs. tit. 8, § 11050 (5), Cal. Labor
16 Code §§218.6, 226);
- 17 f. Failure to Provide Rest Breaks (Cal. Labor Code §§226, 226.7, 512, 558, 1198,
18 2698 *et seq.*)
- 19 g. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7, 512,
20 558, 1198, 2699 *et seq.*);
- 21 h. Failure to Reimburse For Required Business Expenses (Cal. Labor Code §§1198,
22 2802, 2699 *et seq.*);
- 23 i. Failure to Pay Wages Due Upon Termination (Cal. Labor Code §§201, 202, 203,
24 256 and 2698 *et seq.*);
- 25 j. Failure to Provide Accurate Itemized Wage Statements & Violation of Record
26 Keeping Requirements (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*).

27 54. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
28 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per

aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved employee for each subsequent violation of Labor Code §226(a).

55. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations for each underpaid employee for each pay period for which the employee was underpaid, and one hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period for which the employee was underpaid.

56. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay period, per aggrieved employee for subsequent violations for all Labor Code provisions for which a civil penalty is not specifically provided.

57. Plaintiff and the other current and former employees of Defendant are aggrieved employees. They were or are employed by Defendant, and each of them, and the violations alleged herein were committed against them. Plaintiff brings this action on behalf of himself and all other current and former aggrieved employees.

58. At the time of each violation, Defendant employed one or more employees.

59. As a result of the aforesaid wrongful and illegal conduct of Defendant, and each of them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be determined at trial, pre-judgment interest, costs and attorneys' fees.

60. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and Workforce Development Agency ("LWDA") and served by certified mail upon Defendant, Plaintiff through counsel notified the LWDA and Defendant of the specific Labor Code provisions that Defendant has violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

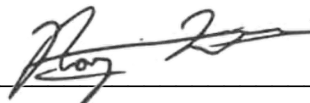
1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for
3 judgement against Defendant as follows:

- 4 1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be
5 determined at trial, but at least the jurisdictional amount of this Court;
- 6 2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g)
7 and/or other applicable law;
- 8 3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable
9 law;
- 10 4. Pre-judgement and post-judgement interest as provided by law; and
- 11 5. Such other and further relief that the Court may deem just and proper.
- 12

13 DATED: July 9, 2024

KOUL LAW FIRM, APC

14 
15 _____

16 BY: Nazo Koulloukian, Esq.
17 Attorneys for Plaintiff EVER BATRES, and all
18 aggrieved employees
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EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

May 3, 2024

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

MENDOCINO FARMS, LLC
2004-H EAST PARK PLACE
EL SEGUNDO, CA 90245

CORPORATE CREATIONS NETWORK, INC.
7801 FOLSOM BOULEVARD #202
SACRAMENTO, CA

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimant: Ever Batres
Employer: Mendocino Farms, LLC

Dear Sir or Madam:

Claimant and aggrieved employee Ever Batres has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, and Sahag Majarian, II, and Garen Majarian of Majarian Law Group, APC, to represent him and all other aggrieved employees in California, for wage and hour claims against his former employer, Mendocino Farms, LLC, (hereafter referred to as “Employer”). Employer hired, assigned, and paid Claimant to work at its Los Feliz, California, location. Mr. Batres worked for Employer until February 2024.

Employer violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act (“PAGA”), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and Development Agency (“LWDA”) and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Employer continues to commit all the violations alleged herein.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 210, 216, 221-223, 226, 226.2, 226.7, 227, 245-248.6, 432, 432.5, 432.6, 432.7,

510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, additional code sections cited below herein, and all applicable Wage Orders.

As alleged below, Claimant personally suffered some of the Labor Code violations committed by Employer, while other violations, though not personally suffered by Claimant, were suffered by other Aggrieved Employees. As held in *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 758, "[b]y the plain language of the statute, an aggrieved employee need only suffer one of the Labor Code violations alleged against his or her employer to be able to bring a PAGA claim on behalf of himself or herself and current or former employees who suffered any Labor Code violation at the hands of the employer. Claimants need not have actually suffered all of the Labor Code violations that they alleges to have taken place for purposes of seeking PAGA penalties." (citation omitted). Accordingly, Claimant plans to pursue penalties for all the violations committed by Employer against the Aggrieved Employees, including those Claimant may not have personally suffered.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 351, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders

The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so." Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period.

Claimant and his coworkers have been regularly underpaid wages as indicated on wage statements. For example, in his check dated 2/23/24, Claimant worked 11.14 hours but was paid for 11.13 hours. Employers are required to pay for all hours and minutes worked, and this time shaving has resulted in extensive collective wage theft. Additionally, wages are calculated inaccurately in a manner that consistently favors employer. These unlawful acts result in underpaid wages as well as wage statement violations.

Employer rounds Claimant and aggrieved employee timecards in a manner that favors Employer. Employer does not pay aggrieved employees for all hours worked as a result of rounding practices. For example, Claimant's time records reflect more time than listed on wage statements. Employer also regularly underpaid tips earned by Claimant and aggrieved employees in violation of Labor Code §351.

As a result of these ongoing violations, Employer is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Failure to Properly Calculate and Pay Sick Leave Wages

Cal. Labor Code §§246, 2698 *et seq*

Employer failed to pay all sick wages owed to Claimant and aggrieved employees. For example, when Claimant was unable to work due to a disclosed health condition, Employer failed to pay Claimant any sick leave wages despite having over 27 hours of sick pay accrued at the time. Employer also fails to accrue or frontload sick leave wages as required for aggrieved employees, and pay all sick pay wages owed at the employees regular rate of pay and/or in compliance with LC §246.

Failure to Pay All Wages Owed Twice Per Month

Cal. Lab. Code §§204, 210, and 2698 *et seq*.

Employer was required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employer failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, aggrieved employees were underpaid for hours worked, including overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Employer is liable under Labor Code §210 for failure to pay wages as required by law.

Failure to Pay Minimum Wage

Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq*.

Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable Wage Orders “hours worked” include “the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

During the applicable recovery period, Claimant and aggrieved employees were suffered, permitted, and required to perform work by Employer for which they received no pay. The aforementioned acts by Employer were undertaken with the intention of depriving aggrieved employees of their earned wages. As a result of these ongoing violations, Employer is liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq*.

Failure to Pay Reporting Time Pay

Cal. Code Regs. tit. 8, § 11050 (5), Cal. Labor Code §§218.6, 226

The IWC Wage Order requires employers to pay half of the employee's "usual or scheduled day's work," and in no event less than two (2) hours pay on each instance the employer requires an employee to report to work, as set forth fully below:

5. Reporting Time Pay

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

Claimant and his coworkers were sometimes sent home without being provided at least half of their usual or scheduled day's work and were not paid required reporting time wages. Reporting time pay constitutes wages required by law. *Kamar v. RadioShack Corp.*, No. CV07-2252AHM(AJWX), 2008 WL 2229166, at *4 (C.D. Cal. May 15, 2008). Accordingly, as required by Cal. Lab. Code §218.6, As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.*

Failure to Provide Rest Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*

Employer has failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law.

Rest periods were either less than ten minutes, not provided, interrupted or late, "on duty," or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employer did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Employer did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and Wage Order 4-2001 11(A). When breaks were missed Employer failed to pay the 1-hour penalty, as required. Because Employer violated

the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employer is liable for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure to Provide Uninterrupted Meal Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2699 *et seq.*

During Claimant's employment, Employer failed to maintain a compliant meal period policy and practice. Employer failed to provide all of its hourly employees with their right to take a timely off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and aggrieved employees often experienced late, short, and/or interrupted meal periods. Employer sometimes required Claimant and aggrieved employees to complete tasks, such as filling orders, before taking meal breaks, resulting in late and short meal breaks.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employer: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law. Accordingly, Employer is liable to Claimant and aggrieved employees for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure to Reimburse For Required Business Expenses

Cal. Labor Code §§1198, 2802, 2699 *et seq.*

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of discharge of duties. Here, Claimant and aggrieved employees were required to sometimes use their personal phones for work purposes but were not reimbursed for this necessary business expenses and is therefore liable to Claimant and aggrieved employees for civil penalties pursuant to Cal. Labor Code §2698 *et. seq.*

Failure to Pay Wages Due Upon Termination

Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimants and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Provide Accurate Itemized Wage Statements & Violation of Record-Keeping Requirements

(Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq*)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Wage statements issued to Claimant and aggrieved employees have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, and pay for meal and rest period premium wages. They also failed to list the accurate amount of tips owed to employees or the accurate hours worked due to unlawful timekeeping and pay practices.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 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 pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked. Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Finally, Employer has violated Labor Code §432.5 for forcing Claimant and aggrieved employees to sign employment-related contracts and documents that contained unlawful terms of employment, including invalid meal period waivers resulting from a noncompliant meal period policy and/or practice.

Conclusion

Employer has violated a number of California wage and hour laws. Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform him if it does not intend to investigate these violations so that he may pursue his claims as a representative action in civil court.

Respectfully submitted,


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Attorney for Claimant