

DOUGLAS HAN (SBN 232858)
SHUNT TATAVOS-GHARAJEH (SBN 272164)
LIZETTE RODRIGUEZ (SBN 335182)
JUSTICE LAW CORPORATION
751 N. Fair Oaks Avenue, Suite 101
Pasadena, California 91103
Telephone: (818) 230-7502
Facsimile: (818) 230-7259

Attorneys for Plaintiff

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

MICHELLE BALINGIT, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

THE REAL GOOD FOOD COMPANY, INC.,
a Delaware corporation; REAL GOOD
FOODS, LLC, a Delaware limited liability
company; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 22STCV31889

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194 and 1197 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (8) Violation of California Labor Code § 2698, et seq. (Private Attorneys General Act of 2004);
- (9) Violation of California Business & Professions Code § 17200, et seq.

DEMAND FOR JURY TRIAL

FILED
Superior Court of California
County of Los Angeles
05/29/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Lozano Deputy

COMES NOW, Plaintiff MICHELLE BALINGIT (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, and alleges as follows:

JURISDICTION AND VENUE

1. This class action is brought pursuant to the Code of Civil Procedure section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial. The “amount in controversy” for the named Plaintiff, including claims for compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of attorneys’ fees, is less than seventy-five thousand dollars (\$75,000).

2. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this action is brought do not specify any other basis for jurisdiction.

3. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

4. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, including the County of Los Angeles. The majority of the acts and omissions alleged herein relating to Plaintiff took place in the State of California, County of Los Angeles. Defendants employed Plaintiff within the State of California, County of Los Angeles.

PARTIES

5. Plaintiff MICHELLE BALINGIT is an individual residing in the State of California, County of Los Angeles.

///

///

1 6. Defendant REAL GOOD FOODS, LLC, at all times herein mentioned, is and
2 was, upon information and belief, a Delaware limited liability company and at all times herein
3 mentioned, is and was, an employer whose employees are engaged throughout the State of
4 California, including the County of Los Angeles.

5 7. At all relevant times, Defendant REAL GOOD FOODS, LLC was an
6 “employer” of Plaintiff within the meaning of all applicable laws and statutes.

7 8. At all times herein relevant, Defendants REAL GOOD FOODS, LLC and DOES
8 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers,
9 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each
10 of the other, and at all times relevant hereto were acting within the course and scope of their
11 authority as such agents, partners, joint venturers, joint employers, representatives, servants,
12 employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein
13 were duly committed with the ratification, knowledge, permission, encouragement,
14 authorization, and consent of each defendant designated herein.

15 9. The true names and capacities, whether corporate, associate, individual or
16 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff, who sues
17 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that
18 information and belief alleges, that each of the Defendants designated as a DOE is legally
19 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
20 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.
21 Plaintiff will seek leave of court to amend this Complaint to show the true names and
22 capacities when the same have been ascertained.

23 10. Defendants REAL GOOD FOODS, LLC and DOES 1 through 100 will
24 hereinafter collectively be referred to as “Defendants.”

25 11. Plaintiff further alleges that Defendants directly or indirectly controlled or
26 affected the working conditions, wages, working hours, and conditions of employment of
27 Plaintiff and the other class members so as to make each of said Defendants employers and
28 employers liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

12. Plaintiff brings this action on her own behalf and on behalf of all other members of the general public similarly situated, and, thus, seeks class certification under Code of Civil Procedure section 382.

13. The proposed class is defined as follows:

All current and former hourly-paid or non-exempt employees of Defendants within the State of California at any time during the period from September 29, 2018, through April 26, 2024.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time. However, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiff's claims are typical of all other class members' claims as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom she has a well-defined community of interest.

c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom she has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily

1 expended for the prosecution of this action for the substantial benefit of
2 each class member.

3 d. Superiority: A class action is superior to other available methods for the
4 fair and efficient adjudication of this litigation because individual joinder
5 of all class members is impractical.

6 e. Public Policy Considerations: Certification of this lawsuit as a class
7 action will advance public policy objectives. Employers of this great
8 state violate employment and labor laws every day. Current employees
9 are often afraid to assert their rights out of fear of direct or indirect
10 retaliation. However, class actions provide the class members who are
11 not named in the complaint anonymity that allows for the vindication of
12 their rights.

13 16. There are common questions of law and fact as to the class members that
14 predominate over questions affecting only individual members. The following common
15 questions of law or fact, among others, exist as to the members of the class:

16 a. Whether Defendants' failure to pay wages, without abatement or
17 reduction, in accordance with the Labor Code, was willful;

18 b. Whether Defendants failed to pay their hourly-paid or non-exempt
19 employees within the State of California for all hours worked, missed
20 meal periods and rest breaks in violation of the law;

21 c. Whether Defendants required Plaintiff and the other class members to
22 work over eight (8) hours per day and/or over forty (40) hours per week
23 and failed to pay the legally required overtime compensation to Plaintiff
24 and the other class members;

25 d. Whether Defendants properly calculated the regular rate for Plaintiff and
26 the other class members to worked overtime and earned incentive pay;

27 ///

28 ///

- 1 e. Whether Defendants deprived Plaintiff and the other class members of
2 meal and/or rest periods or required Plaintiff and the other class
3 members to work during meal and/or rest periods without compensation;
4 f. Whether Defendants failed to pay minimum wages to Plaintiff and the
5 other class members for all hours worked;
6 g. Whether Defendants failed to pay all wages due to Plaintiff and the other
7 class members within the required time upon their discharge or
8 resignation;
9 h. Whether Defendants failed to timely pay all wages due to Plaintiff and
10 the other class members during their employment;
11 i. Whether Defendants complied with wage reporting as required by the
12 Labor Code, including, inter alia, section 226;
13 j. Whether Defendants failed to reimburse Plaintiff and the other class
14 members for necessary business-related expenses and costs;
15 k. Whether Defendants' conduct was willful or reckless;
16 l. Whether Defendants engaged in unfair business practices in violation of
17 Business & Professions Code section 17200, *et seq.*;
18 m. The appropriate amount of damages, restitution, and/or monetary
19 penalties resulting from Defendants' violation of the law; and
20 n. Whether Plaintiff and the other class members are entitled to
21 compensatory damages pursuant to the Labor Code.

22 **GENERAL ALLEGATIONS**

23 17. During the relevant time period set forth herein, Defendants employed Plaintiff
24 and other persons as hourly-paid or non-exempt employees within the State of California.

25 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid non-
26 exempt employee during the relevant time period in the State of California, County of Los
27 Angeles.

28 ///

1 19. Defendants had the authority to hire and terminate Plaintiff and other class
2 members; to set work rules and conditions governing Plaintiff's and other class members'
3 employment; and to supervise their daily employment activities.

4 20. Defendants exercised sufficient authority over the terms and conditions of
5 Plaintiff and other class members' employment for them to be joint employers of Plaintiff and
6 the other class members.

7 21. Defendants directly hired and paid wages and benefits to Plaintiff and other
8 class members.

9 22. Defendants continue to employ hourly-paid or non-exempt employees within the
10 State of California.

11 23. Plaintiff and other class members worked over eight (8) hours in a day, and/or
12 forty (40) hours in a week during their employment with Defendants.

13 24. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 engaged in a pattern and practice of wage abuse against their hourly-paid or non-exempt
15 employees within the State of California. This scheme involved, inter alia, failing to pay them
16 for all hours worked, missed meal periods, and missed rest breaks in violation of the law.

17 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knew or should have known that Plaintiff and other class members were entitled to receive
19 certain wages for overtime compensation and that Plaintiff and other class members were not
20 receiving wages for overtime compensation.

21 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 failed to provide Plaintiff and other class members the required rest and meal periods during
23 the relevant time period as required under the Industrial Welfare Commission Wage Orders
24 and thus they are entitled to any and all applicable penalties.

25 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 knew or should have known that Plaintiff and other class members were entitled to receive all
27 timely and complete meal periods or payment of one additional hour of pay at Plaintiff's and
28 the other class members' regular rate of pay when a meal period was missed, late or

1 interrupted, and that Plaintiff and other class members did not receive all timely and proper
2 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
3 period was missed.

4 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants
5 knew or should have known that Plaintiff and other class members were entitled to receive all
6 timely rest periods without interruption or payment of one additional hour of pay at Plaintiff
7 and the other class members' regular rate of pay when a rest period was missed, late or
8 interrupted, and that Plaintiff and other class members did not receive all rest periods or
9 payment of one additional hour of pay at their regular rate of pay when a rest period was
10 missed.

11 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 knew or should have known that Plaintiff and other class members were entitled to receive at
13 least minimum wages for compensation and that Plaintiff and other class members were not
14 receiving at least minimum wages for all hours worked.

15 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants
16 knew or should have known that Plaintiff and other class members were entitled to receive the
17 wages owed to them upon discharge or resignation, including overtime and minimum wages
18 and meal and rest period premiums, and that Plaintiff and other class members did not, in fact,
19 receive such wages owed to them at the time of their discharge or resignation.

20 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants
21 knew or should have known that Plaintiff and other class members were entitled to receive
22 complete and accurate wage statements in accordance with the law, but, in fact, Plaintiff and
23 other class members did not receive complete and accurate wage statements from Defendants.
24 The deficiencies included, inter alia, the failure to include the total number of hours worked by
25 Plaintiff and other class members.

26 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
27 knew or should have known that Plaintiff and the other class members were entitled to
28 reimbursement for necessary business-related expenses.

1 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants
2 knew or should have known that Defendants had to keep complete and accurate payroll records
3 for Plaintiff and other class members in accordance with the law, but, in fact, did not keep
4 complete and accurate payroll records for Plaintiff and other class members.

5 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
6 knew or should have known that they had a duty to compensate Plaintiff and other class
7 members pursuant to the law, and that Defendants had the financial ability to pay such
8 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
9 represented to Plaintiff and other class members that they were properly denied wages, all in
10 order to increase Defendants' profits.

11 35. As a pattern and practice, during the relevant time period set forth herein,
12 Defendants failed to pay overtime wages to Plaintiff and other class members for all hours
13 worked. Plaintiff and other class members were required to work more than eight (8) hours per
14 day and/or forty (40) hours per week without overtime compensation.

15 36. As a pattern and practice, during the relevant time period set forth herein,
16 Defendants failed to provide the requisite uninterrupted and timely meal and rest periods to
17 Plaintiff and other class members.

18 37. As a pattern and practice, during the relevant time period set forth herein,
19 Defendants failed to pay Plaintiff and other class members at least minimum wages for all
20 hours worked.

21 38. As a pattern and practice, during the relevant time period set forth herein,
22 Defendants failed to pay Plaintiff and other class members the wages owed to them upon
23 discharge or resignation.

24 39. As a pattern and practice, during the relevant time period set forth herein,
25 Defendants failed to provide complete or accurate wage statements to Plaintiff and other class
26 members.

27 ///

28 ///

1 47. Labor Code section 510 codifies the right to overtime compensation at one-and-
2 one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or
3 forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work,
4 and overtime compensation at twice the regular hourly rate for hours worked in excess of
5 twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

6 48. During the relevant time period set forth herein, Plaintiff and other class
7 members worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a
8 week.

9 49. As a pattern and practice, during the relevant time period set forth herein,
10 Defendants intentionally and willfully failed to pay overtime wages owed to Plaintiff and other
11 class members (but not all).

12 50. Defendants' pattern and practice of failing to pay Plaintiff and other class
13 members the unpaid balance of overtime compensation, as required by the laws, violates the
14 provisions of Labor Code sections 510 and 1198 and is unlawful.

15 51. Pursuant to Labor Code section 1194, Plaintiff and other class members are
16 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys'
17 fees.

18 **SECOND CAUSE OF ACTION**

19 **(Violation of California Labor Code §§ 226.7 and 512(a))**

20 **(Against REAL GOOD FOODS, LLC and DOES 1 through 100)**

21 52. Plaintiff incorporates by reference the allegations contained in paragraphs 1
22 through 51, and each and every part thereof with the same force and effect as though fully set
23 forth herein.

24 53. During the relevant time period set forth herein, the IWC Order and Labor Code
25 sections 226.7 and 512(a) were applicable to Plaintiff's and other class members' employment
26 by Defendants.

27 ///

28 ///

1 54. During the relevant time period set forth herein, Labor Code section 226.7
2 provides that no employer shall require an employee to work during any meal or rest period
3 mandated by an applicable order of the IWC.

4 55. During the relevant time period set forth herein, the applicable IWC Wage
5 Order and Labor Code section 512(a) provide that an employer may not require, cause or
6 permit an employee to work for a work period of more than five (5) hours per day without
7 providing the employee with a meal period of not less than thirty (30) minutes, except that if
8 the total work period per day of the employee is no more than six (6) hours, the meal period
9 may be waived by mutual consent of both the employer and employee.

10 56. During the relevant time period set forth herein, the applicable IWC Wage
11 Order and Labor Code section 512(a) further provide that an employer may not require, cause,
12 or permit an employee to work for a work period of more than ten (10) hours per day without
13 providing the employee with a second uninterrupted meal period of not less than thirty (30)
14 minutes, except that if the total hours worked is no more than twelve (12) hours, the second
15 meal period may be waived by mutual consent of the employer and the employee only if the
16 first meal period was not waived.

17 57. As a pattern and practice, during the relevant time period set forth herein,
18 Plaintiff and other class members (but not all) who were scheduled to work for a period of time
19 no longer than six (6) hours, and who did not waive their legally-mandated meal periods by
20 mutual consent, were required to work for periods longer than five (5) hours without an
21 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

22 58. As a pattern and practice, during the relevant time period set forth herein,
23 Plaintiff and other class members (but not all) who were scheduled to work for a period of time
24 no longer than twelve (12) hours, and who did not waive their legally-mandated meal periods
25 by mutual consent, were required to work for periods longer than ten (10) hours without an
26 uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

27 ///

28 ///

59. As a pattern and practice, during the relevant time period set forth herein, Plaintiff and other class members (but not all) who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

60. As a pattern and practice, during the relevant time period set forth herein, Plaintiff and other class members (but not all) who were scheduled to work for a period of time in excess of twelve (12) hours were required to work for periods longer than ten (10) hours without an uninterrupted meal period of not less than thirty (30) minutes and/or without a rest period.

61. As a pattern and practice, during the relevant time period set forth herein, Defendants intentionally and willfully required Plaintiff and other class members (but not all) to work during meal periods and failed to compensate Plaintiff and the other class members (but not all) the full meal period premium for work performed during meal periods.

62. As a pattern and practice, during the relevant time period set forth herein, Defendants failed to pay Plaintiff and other class members (but not all) the full meal period premium due pursuant to Labor Code section 226.7.

63. Defendants' conduct violates applicable IWC Wage Order and Labor Code sections 226.7 and 512(a).

64. Pursuant to the applicable IWC Wage Order and Labor Code section 226.7(b), Plaintiff and other class members are entitled to recover from Defendants one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.

THIRD CAUSE OF ACTION

(Violation of California Labor Code § 226.7)

(Against REAL GOOD FOODS, LLC and DOES 1 through 100)

65. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 64, and each and every part thereof with the same force and effect as though fully set forth herein.

1 66. During the relevant time period set forth herein, the applicable IWC Wage
2 Order and Labor Code section 226.7 were applicable to Plaintiff's and other class members'
3 employment by Defendants.

4 67. During the relevant time period set forth herein, Labor Code section 226.7
5 provides that no employer shall require an employee to work during any rest period mandated
6 by an applicable order of the IWC.

7 68. During the relevant time period set forth herein, the applicable IWC Wage
8 Order provides that "[e]very employer shall authorize and permit all employees to take rest
9 periods, which insofar as practicable shall be in the middle of each work period" and that the
10 "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes
11 net rest time per four (4) hours or major fraction thereof" unless the total daily work time is
12 less than three and one-half (3 ½) hours.

13 69. As a pattern and practice, during the relevant time period set forth herein,
14 Defendants required Plaintiff and other class members (but not all) to work four (4) or more
15 hours without authorizing or permitting a ten (10) minute rest period per each four (4) hour
16 period worked.

17 70. As a pattern and practice, during the relevant time period set forth herein,
18 Defendants willfully required Plaintiff and other class members (but not all) to work during
19 rest periods and failed to pay Plaintiff and the other class members the full rest period premium
20 for work performed during rest periods.

21 71. As a pattern and practice, during the relevant time period set forth herein,
22 Defendants failed to pay Plaintiff and the other class members (but not all) the full rest period
23 premium due pursuant to Labor Code section 226.7.

24 72. Defendants' conduct violates applicable IWC Wage Orders and Labor Code
25 section 226.7.

26 ///

27 ///

28 ///

1 73. Pursuant to the applicable IWC Wage Orders and Labor Code section 226.7(b),
2 Plaintiff and the other class members are entitled to recover from Defendants one additional
3 hour of pay at the employees' regular hourly rate of compensation for each workday that the
4 rest period was not provided.

5 **FOURTH CAUSE OF ACTION**

6 **(Violation of California Labor Code §§ 1194 and 1197)**

7 **(Against REAL GOOD FOODS, LLC and DOES 1 through 100)**

8 74. Plaintiff incorporates by reference the allegations contained in paragraphs 1
9 through 73 and each and every part thereof with the same force and effect as though fully set
10 forth herein.

11 75. During the relevant time period set forth herein, Labor Code sections 1194 and
12 1197 provide that the minimum wage to be paid to employees, and the payment of a lesser
13 wage than the minimum so fixed is unlawful.

14 76. As a pattern and practice, during the relevant time period set forth herein,
15 Defendants failed to pay minimum wages to Plaintiff and other class members (but not all) as
16 required, pursuant to Labor Code sections 1194 and 1197.

17 77. Defendants' failure to pay Plaintiff and other class members the minimum wage
18 as required violates Labor Code sections 1194 and 1197. Pursuant to those sections, Plaintiff
19 and other class members are entitled to recover the unpaid balance of their minimum wage
20 compensation as well as interest, costs, and attorney's fees, and liquidated damages in an
21 amount equal to the wages unlawfully unpaid and interest thereon.

22 78. Pursuant to Labor Code section 1194.2, Plaintiff and other class members are
23 entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and
24 interest thereon.

25 ///

26 ///

27 ///

1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201 and 202)**

3 **(Against, REAL GOOD FOODS, LLC and DOES 1 through 100)**

4 79. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 78, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 80. During the relevant time period set forth herein, Labor Code sections 201 and
8 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
9 time of discharge are due and payable immediately, and if an employee quits his or her
10 employment, his or her wages shall become due and payable not later than seventy-two (72)
11 hours thereafter, unless the employee has given seventy-two (72) hours notice of his or her
12 intention to quit, in which case the employee is entitled to his or her wages at the time of
13 quitting.

14 81. As a pattern and practice, during the relevant time period set forth herein,
15 Defendants intentionally and willfully failed to pay Plaintiff and other class members (but not
16 all) who are no longer employed by Defendants their wages, earned and unpaid, within
17 seventy-two (72) hours of their leaving Defendants' employ.

18 82. Defendants' pattern and practice of failing to pay Plaintiff and other class
19 members who are no longer employed by Defendants their wages, earned and unpaid, within
20 seventy-two (72) hours of their leaving Defendants' employ, is in violation of Labor Code
21 sections 201 and 202.

22 83. Labor Code section 203 provides that if an employer willfully fails to pay wages
23 owed, in accordance with sections 201 and 202, then the wages of the employee shall continue
24 as a penalty from the due date thereof at the same rate until paid or until an action is
25 commenced; but the wages shall not continue for more than thirty (30) days.

26 84. Plaintiff and other class members are entitled to recover from Defendants the
27 statutory penalty wages for each day they were not paid, up to the thirty (30) day maximum as
28 provided by Labor Code section 203.

1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226(a))**

3 **(Against REAL GOOD FOODS, LLC and DOES 1 through 100)**

4 85. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 84, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 86. During the relevant time period set forth herein, Labor Code section 226(a)
8 provides that every employer shall furnish each of his or her employees an accurate itemized
9 statement in writing showing: (a) gross wages earned; (b) total hours worked by the employee;
10 (c) the number of piece-rate units earned and any applicable piece rate if the employee is paid
11 on a piece-rate basis; (d) all deductions, provided that all deductions made on written orders of
12 the employee may be aggregated and shown as one item; (e) net wages earned; (f) the inclusive
13 dates of the period for which the employee is paid; (g) the name of the employee and his or her
14 social security number; (h) the name and address of the legal entity that is the employer; and (i)
15 all applicable hourly rates in effect during the pay period and the corresponding number of
16 hours worked at each hourly rate by the employee. The deductions made from payments of
17 wages shall be recorded in ink or other indelible form, properly dated, showing the month, day,
18 and year, and a copy of the statement or a record of the deductions shall be kept on file by the
19 employer for at least three years at the place of employment or at a central location within the
20 State of California.

21 87. As a pattern and practice, Defendants have intentionally and willfully failed to
22 provide Plaintiff and other class members (but not all) with complete and accurate wage
23 statements. The deficiencies include, but are not limited to, the failure to include the total
24 number of hours worked by Plaintiff and other class members.

25 88. As a result of Defendants' violation of Labor Code section 226(a), Plaintiff and
26 other class members have suffered injury and damage to their statutorily protected rights.

27 ///

28 ///

1 89. Plaintiff and other class members have been injured by Defendants' intentional
2 and willful violation of Labor Code section 226(a) because they were denied both their legal
3 right to receive, and their protected interest in receiving, accurate and itemized wage
4 statements pursuant to Labor Code section 226(a).

5 90. Plaintiff and other class members are entitled to recover from Defendants the
6 greater of their actual damages caused by Defendants' failure to comply with Labor Code
7 section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.

8 91. Plaintiff and other class members are also entitled to injunctive relief to ensure
9 compliance with this section, pursuant to Labor Code section 226(g).

10 **SEVENTH CAUSE OF ACTION**

11 **(Violation of California Labor Code §§ 2800 and 2802)**

12 **(Against REAL GOOD FOODS, LLC and DOES 1 through 100)**

13 92. Plaintiff incorporates by reference the allegations contained in paragraphs 1
14 through 91, and each and every part thereof with the same force and effect as though fully set
15 forth herein.

16 93. Pursuant to Labor Code sections 2800 and 2802, an employer must reimburse its
17 employee for all necessary expenditures incurred by the employee in direct consequence of the
18 discharge of his or her job duties or in direct consequence of his or her obedience to the
19 directions of the employer.

20 94. Defendants have intentionally and willfully failed to reimburse Plaintiff and other
21 class members (but not all) for all necessary business-related expenses and costs. Plaintiff and
22 other class members are entitled to recover from Defendants their business-related expenses and
23 costs incurred during the course and scope of their employment, plus interest accrued from the
24 date on which the employee incurred the necessary expenditures at the same rate as judgments in
25 civil actions in the State of California.

26 ///

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 2698, *et seq.*)**

3 **(Against REAL GOOD FOODS, LLC and DOES 1 through 100)**

4 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1
5 through 94, and each and every part thereof with the same force and effect as though fully set
6 forth herein.

7 96. The Private Attorneys General Act of 2004 (“PAGA”) expressly establishes that
8 any provision of the Labor Code which provides for a civil penalty to be assessed and collected
9 by the California Labor and Workforce Development Agency (“LWDA”), or any of its
10 departments, divisions, commissions, boards, agencies, or employees for a violation of the
11 Labor Code, may be recovered through a civil action brought by an aggrieved employee on
12 behalf of himself or herself, and other current or former employees.

13 97. On May 3, 2024, Plaintiff provided written notice to the LWDA and Defendants
14 of the specific provisions of the Labor Code she contends were violated and the theories
15 supporting her contentions. Attached hereto as **Exhibit 1** and incorporated by reference is a
16 copy of the written notice to the LWDA. Plaintiff believes that on or about July 8, 2024, the
17 sixty-five (65) day notice period will expire, and LWDA will not take any action to investigate
18 or prosecute this matter. Plaintiff exhausted the statutory time period to bring this action.

19 98. Plaintiff and the other hourly-paid or non-exempt employees are “aggrieved
20 employees” as defined by Labor Code section 2699(c) in that they are of all current and former
21 hourly-paid or non-exempt employees of Defendants within the State of California at any time
22 during the period from May 3, 2023, through April 26, 2024, and one or more of the alleged
23 violations was committed against them.

24 **Failure to Pay Minimum and Overtime Wages**

25 99. At all times relevant herein, Defendants were required to compensate their non-
26 exempt employees minimum wages for all hours worked and overtime wages for all hours
27 worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, pursuant to the
28 mandate of Labor Code sections 510, 1194, 1197, and 1198.

1 100. As a policy and practice, Defendants failed to compensate Plaintiff and the other
2 aggrieved current and former employees for all hours worked, resulting in a failure to pay all
3 minimum wages and overtime wages, where applicable.

4 **Failure to Provide Meal Periods and Rest Breaks**

5 101. In accordance with the mandates of Labor Code sections 226.7 and 512,
6 Defendants were required to authorize and permit their non-exempt employees to take a 10-
7 minute rest break for every four (4) hours worked or major fraction thereof and were further
8 required to provide their non-exempt employees with a 30-minute meal period for every five
9 (5) hours worked.

10 102. As a policy and practice, Defendants failed to provide Plaintiff and the other
11 aggrieved current and former employees with legally mandated meal periods and rest breaks
12 and failed to pay proper compensation for this failure.

13 **Failure to Timely Pay Wages During Employment**

14 103. At all times relevant herein, Defendants were required to pay their employees
15 within a specified time period pursuant to the mandate of Labor Code section 204.

16 104. As a policy and practice, Defendants failed to pay Plaintiff and the other
17 aggrieved current and former employees all wages due and owing them within the required
18 time period.

19 **Failure to Timely Pay Wages Upon Termination**

20 105. At all times relevant herein, Defendants were required to pay their employees all
21 wages owed in a timely fashion at the end of employment pursuant to Labor Code sections 201
22 to 204.

23 106. As a result of Defendants' Labor Code violations alleged above, Defendants
24 failed to pay Plaintiff and the other aggrieved former employees their final wages pursuant to
25 Labor Code sections 201 to 204 and accordingly owe waiting time penalties pursuant to Labor
26 Code section 203.

27 ///

28 ///

1 **Failure to Provide Complete and Accurate Wage Statements**

2 107. At all times relevant herein, Defendants were required to keep accurate records
3 regarding their California employees pursuant to the mandate of Labor Code sections 226,
4 1174, and 1776.

5 108. As a result of Defendants' various Labor Code violations, Defendants failed to
6 keep accurate records regarding Plaintiff and the other aggrieved current and former
7 employees. For example, Defendants failed in their affirmative obligation to keep accurate
8 records regarding Plaintiff and the other aggrieved current and former employees' gross wages
9 earned, total hours worked, all deductions, net wages earned, and all applicable hourly rates
10 and the number of hours worked at each hourly rate.

11 **Failure to Reimburse Business Expenses**

12 109. At all times relevant herein, Defendants were required to reimburse its
13 employees for any and all necessary expenditures or losses incurred by the employees in direct
14 consequences of the discharge or his or her duties pursuant to the mandate of Labor Code
15 sections 2800 and 2802.

16 110. As a policy and practice, Defendants failed to reimburse Plaintiff and the other
17 aggrieved current and former employees for all business expenses incurred and owing them
18 within the required time period.

19 **Penalties**

20 111. Pursuant to Labor Code section 2699, Plaintiff, individually, and on behalf of
21 the other current and former aggrieved employees, requests and is entitled to recover from
22 Defendants, and each of them, civil penalties, interest, attorneys' fees and costs, including but
23 not limited to:

- 24 a. Penalties under Labor Code section 2699 in the amount of a hundred
25 dollars (\$100) for each aggrieved employee per pay period for the initial
26 violation, and two hundred dollars (\$200) for each aggrieved employee
27 per pay period for each subsequent violation;

28 ///

- b. Penalties under Code of Regulations Title 8 section 11040 in the amount of fifty dollars (\$50) for each aggrieved employee per pay period for the initial violation, and one hundred dollars (\$100) for each aggrieved employee per pay period for each subsequent violation;
- c. Penalties under Labor Code section 210 in addition to, and entirely independent and apart from, any other penalty provided in the Labor Code in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;
- d. Penalties under Labor Code section 1197.1 in the amount of a hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and two hundred fifty dollars (\$250) for each aggrieved employee per pay period for each subsequent violation;
- e. Any and all additional penalties as provided by the Labor Code and/or other statutes; and
- f. Attorneys' fees and costs pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute.

NINTH CAUSE OF ACTION

(Violation of California Business & Professions Code § 17200, *et seq.*)

(Against REAL GOOD FOODS, LLC and DOES 1 through 100)

112. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 111, and each and every part thereof with the same force and effect as though fully set forth herein.

113. Defendants' conduct, as alleged herein, has been, and continues to be unfair, unlawful and harmful to Plaintiff, other class members, to the general public, and Defendants' competitors. Accordingly, Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

1 114. Defendants' activities as alleged herein are violations of the law, and constitute
2 unlawful business acts and practices in violation of Business & Professions Code section
3 17200, *et seq.*

4 115. A violation of Business & Professions Code section 17200, *et seq.* may be
5 predicated on the violation of any state or federal law. In this instant case, Defendants' pattern
6 and practice of requiring Plaintiff and other class members work overtime hours without
7 paying them proper compensation violate Labor Code sections 510 and 1198. Defendants'
8 pattern and practice of requiring Plaintiff and other class members, to work through their meal
9 and rest periods without paying them proper compensation violate Labor Code sections 226.7
10 and 512(a). Moreover, Defendants' pattern and practice of failing to timely pay wages to
11 Plaintiff and other class members violate Labor Code sections 201 and 202. Defendants also
12 violated Labor Code sections 226(a), 1194, 1197, 2800 and 2802.

13 116. As a result of the herein described violations of the law, Defendants unlawfully
14 gained an unfair advantage over other businesses.

15 117. Plaintiff and other class members (but not all) have been personally injured by
16 Defendants' unlawful business acts and practices as alleged herein, including but not
17 necessarily limited to the loss of money and/or property.

18 118. Pursuant to Business & Professions Code sections 17200, *et seq.*, Plaintiff and
19 other class members are entitled to restitution of the wages withheld and retained by
20 Defendants during a period that commences four years prior to the filing of this Complaint; an
21 award of attorneys' fees pursuant to Code of Civil procedure section 1021.5 and other
22 applicable laws; and an award of costs.

23 **DEMAND FOR JURY TRIAL**

24 Plaintiff, individually, and on behalf of other members of the general public similarly
25 situated, requests a trial by jury.

26 ///

27 ///

28 ///

1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general
3 public similarly situated, prays for relief and judgment against Defendants, jointly and
4 severally, as follows:

5 **Class Certification**

- 6 1. That this action be certified as a class action;
7 2. That Plaintiff be appointed as representative of the Class;
8 3. That counsel for Plaintiff be appointed as Class Counsel; and
9 4. That Defendants provide to Class Counsel immediately the names and most
10 current contact information (address, e-mail, and telephone numbers) of all class members.

11 **As to the First Cause of Action**

- 12 5. That the Court declare, adjudge, and decree that Defendants violated Labor
13 Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all
14 overtime wages due to Plaintiff and other class members (but not all);
15 6. For general unpaid wages at overtime wage rates and such general and special
16 damages as may be appropriate;
17 7. For pre-judgment interest on any unpaid overtime compensation commencing
18 from the date such amounts were due;
19 8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
20 Labor Code section 1194; and
21 9. For such other and further relief as the court may deem just and proper.

22 **As to the Second Cause of Action**

- 23 10. That the Court declare, adjudge, and decree that Defendants violated Labor
24 Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide
25 all meal periods (including second meal periods) to Plaintiff and other class members (but not
26 all);

27 ///

28 ///

1 11. That the Court make an award to Plaintiff and the other class members of one
2 (1) hour of pay at each employee's regular rate of compensation for each workday that a meal
3 period was not provided;

4 12. For all actual, consequential, and incidental losses and damages, according to
5 proof;

6 13. For premium wages pursuant to Labor Code section 226.7(b);

7 14. For pre-judgment interest on any unpaid wages from the date such amounts
8 were due;

9 15. For reasonable attorneys' fees and costs of suit incurred herein; and

10 16. For such other and further relief as the court may deem just and proper.

11 **As to the Third Cause of Action**

12 17. That the Court declare, adjudge, and decree that Defendants violated Labor
13 Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest
14 periods to Plaintiff and other class members (but not all);

15 18. That the Court make an award to Plaintiff and the other class members of one
16 (1) hour of pay at each employee's regular rate of compensation for each workday that a rest
17 period was not provided;

18 19. For all actual, consequential, and incidental losses and damages, according to
19 proof;

20 20. For premium wages pursuant to Labor Code section 226.7(b);

21 21. For pre-judgment interest on any unpaid wages from the date such amounts
22 were due; and

23 22. For such other and further relief as the court may deem just and proper.

24 **As to the Fourth Cause of Action**

25 23. That the Court declare, adjudge, and decree that Defendants violated Labor
26 Code sections 1194 and 1197 by willfully failing to pay minimum wages to Plaintiff and other
27 class members (but not all);

28 ///

1 24. For general unpaid wages and such general and special damages as may be
2 appropriate;

3 25. For pre-judgment interest on any unpaid compensation from the date such
4 amounts were due;

5 26. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
6 Labor Code section 1194(a);

7 27. For liquidated damages pursuant to Labor Code section 1194.2; and

8 28. For such other and further relief as the court may deem just and proper.

9 **As to the Fifth Cause of Action**

10 29. That the Court declare, adjudge, and decree that Defendants violated Labor
11 Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time
12 of termination of the employment of Plaintiff and other class members (but not all) no longer
13 employed by Defendants;

14 30. For all actual, consequential, and incidental losses and damages, according to
15 proof;

16 31. For statutory wage penalties pursuant to Labor Code section 203 for the other
17 class members who have left Defendants' employ;

18 32. For pre-judgment interest on any unpaid compensation from the date such
19 amounts were due; and

20 33. For such other and further relief as the court may deem just and proper.

21 **As to the Sixth Cause of Action**

22 34. That the Court declare, adjudge, and decree that Defendants violated the record
23 keeping provisions of Labor Code section 226(a) and applicable IWC Wage Orders as to
24 Plaintiff and other class members (but not all), and willfully failed to provide accurate itemized
25 wage statements thereto;

26 35. For actual, consequential, and incidental losses and damages, according to
27 proof;

28 36. For statutory penalties pursuant to Labor Code section 226(e);

37. For injunctive relief to ensure compliance with this section, pursuant to Labor Code section 226(g); and

38. For such other and further relief as the court may deem just and proper.

As to the Seventh Cause of Action

39. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiff and other class members (but not all) for all necessary business-related expenses as required by Labor Code sections 2800 and 2802;

40. For actual, consequential, and incidental losses and damages, according to proof;

41. For the imposition of civil penalties and/or statutory penalties;

42. For punitive damages and/or exemplary damages according to proof at trial;

43. For reasonable attorneys' fees and costs of suit incurred herein; and

44. For such other and further relief as the court may deem just and proper.

As to the Eighth Cause of Action

45. That the Court declare, adjudge, and decree that Defendants violated Labor Code sections 2698, *et seq.*, the PAGA, for civil penalties pursuant to Defendants' violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 229, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802;

46. Upon this Cause of Action, for costs and attorneys' fees pursuant to Labor Code sections 210, 1194, and 2699, and any other applicable statute; and

47. For such other and further relief as the Court may deem just and proper.

///

///

///

As to the Ninth Cause of Action

48. That the Court declare, adjudge, and decree that Defendants violated Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiff and other class members all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiff and the other class members, failing to pay at least minimum wages to Plaintiff and the other class members, failing to pay Plaintiff's and other class members' wages timely as required by Labor Code section 201, 202.

49. For restitution of unpaid wages to Plaintiff and other class members and all pre-judgment interest from the day such amounts were due and payable;

50. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of Business and Professions Code sections 17200, *et seq.*;

51. For reasonable attorneys' fees and costs of suit incurred herein pursuant to Code of Civil Procedure section 1021.5;

52. For injunctive relief to ensure compliance with this section, pursuant to Business and Professions Code sections 17200, *et seq.*; and

53. For such other and further relief as the court may deem just and proper.

Dated: May 29, 2024

JUSTICE LAW CORPORATION

By: 
Douglas Han
Shunt Tatavos-Gharajeh
Lizette Rodriguez
Attorneys for Plaintiff

EXHIBIT 1

May 3, 2024

BY U.S. EMAIL/ELECTRONIC SUBMISSION

PAGAfilings@dir.ca.gov

State of California

Labor & Workforce Development Agency

800 Capitol Mall, MIC-55

Sacramento, California 95814

Re: The Real Good Food Company, Inc. and Real Good Foods, LLC

Dear Representative:

We have been retained to represent Michelle Balingit against The Real Good Food Company, Inc. and Real Good Foods, LLC (including any and all affiliates, managers, members, subsidiaries, and parents, and their shareholders, officers, directors, and employees), any individual, owner, officer and managing agent, DOES 1-10 as an "Employer" or person acting on behalf of an "Employer" pursuant to California Labor Code section 558.1, for violations of California wage-and-hour laws (collectively referred to as "REAL GOOD FOOD").

Ms. Balingit is pursuing her California Labor Code section 2698, *et seq.*, the Private Attorneys General Act of 2004 ("PAGA") claim on a representative basis. Therefore, Ms. Balingit may seek penalties for violations of the Labor Code on behalf of the State of California and aggrieved employees, which are recoverable under PAGA. This letter is sent in compliance with the reporting requirements of California Labor Code section 2699.3.

REAL GOOD FOOD are a Delaware corporation and Delaware limited liability company headquartered at 18901 Railroad Street, City of Industry, California 91748.

REAL GOOD FOOD employed Ms. Balingit as an hourly-paid, non-exempt Marketing Operations Manager until in or around January 2020 in the State of California. REAL GOOD FOOD directly controlled the wages, hours, and/or working conditions of Ms. Balingit and other aggrieved employees' employment, including direction, retention, scheduling, supervision, and termination.

The "aggrieved employees" that Ms. Balingit may seek penalties on behalf of are all current and former hourly-paid or non-exempt employees of REAL GOOD FOOD within the State of California.

///

///

REAL GOOD FOOD failed to properly pay its hourly-paid or non-exempt employees for all hours worked, failed to properly provide or compensate minimum wages and overtime wages and for noncompliant meal and rest breaks, failed to issue compliant wage statements and failed to reimburse for all necessary business-related costs and expenses, resulting in other Labor Code violations as stated below.

Pursuant to *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 751, an employee who brings a representative action and was affected by at least one of the violations alleged in the complaint has standing to pursue penalties on behalf of the state not only for that violation, but for violations affecting other employees as well. Accordingly, Ms. Balingit has standing to pursue penalties on behalf of the state for violations affecting all the aggrieved employees at REAL GOOD FOOD, regardless of their classification, job title, location, or whether they were hired directly or through a staffing agency.

REAL GOOD FOOD has violated and/or continues to violate, among other provisions of the California Labor Code and applicable wage law, California Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 229, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the Industrial Welfare Commission ("IWC") Wage Orders.

California Labor Code sections 510, 1194, and 1198 require employers to pay at least minimum wage for all hours worked, pay time-and-a-half, or double-time overtime wages, and make it unlawful to work employees for hours longer than 8 hours in one day and/or over 40 hours in one week without paying the premium overtime rates.

During the relevant time period, Ms. Balingit and other aggrieved employees routinely worked in excess of 8 hours in a day and 40 hours in a week. REAL GOOD FOOD expected Ms. Balingit and other aggrieved employees to participate in COVID screenings prior to being permitted to clock in for their shifts. Ms. Balingit and other aggrieved employees were also forced to wait in line to clock in almost every day since REAL GOOD FOOD only had two (2) timeclocks in place. In other words, Ms. Balingit and other aggrieved employees had no choice but to arrive at work earlier than their scheduled shifts to account for this waiting period and avoid appearing tardy. Despite this, REAL GOOD FOOD did not compensate Ms. Balingit and other aggrieved employees for these hours spent off-the-clock despite being under REAL GOOD FOOD'S control. Thus, Ms. Balingit and other aggrieved employees were entitled to receive certain wages for minimum and overtime compensation, but they were not paid for all hours worked.

California Labor Code sections 226.7 and 512 require employers to pay an employee 1 additional hour of pay at the employee's regular rate for each workday that a meal or rest break is not provided.

///

During the relevant time period, REAL GOOD FOOD frequently prevented employees from receiving compliant meal and rest breaks. Firstly, REAL GOOD FOOD did not have in place compliant meal and rest break policies during the relevant time period. Secondly, REAL GOOD FOOD was chronically understaffed, which forced Ms. Balingit and other aggrieved employees to take their meal and rest breaks at later times and/or work through them. Thirdly, Ms. Balingit and other aggrieved employees were forced to cut their meal and rest breaks short to don and doff their personal protective equipment. Fourthly, even when Ms. Balingit and other aggrieved employees were able to take their meal and rest breaks, they were usually interrupted by supervisors asking them work-related questions. Finally, despite these facts, REAL GOOD FOOD failed to compensate Ms. Balingit and other aggrieved employees all the premium wages they were owed.

California Labor Code section 201 requires that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately. California Labor Code section 202 requires that if an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. California Labor Code section 203 provides that if an employer willfully fails to pay, without abatement or reduction, in accordance with Labor Code sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action is commenced. But the wages shall not continue for more than 30 days.

During the relevant time period, REAL GOOD FOOD failed to pay Ms. Balingit and other aggrieved employees all wages, including as a result of uncompensated off-the-clock work, unpaid overtime wages, and unpaid premium wages for failing to provide legally mandated meal and rest breaks owed within any time period specified by California Labor Code sections 201 through 203. Therefore, REAL GOOD FOOD is liable under California Labor Code section 203.

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed. California Labor Code section 204 also requires that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. In addition, California Labor Code section 204 requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.

During the relevant time period, REAL GOOD FOOD failed to pay Ms. Balingit and other aggrieved employees all wages due to them, including as a result of uncompensated off-the-clock work, unpaid overtime wages, and unpaid premium wages owed for failing to provide legally mandated meal and rest breaks owed within any time period specified by California Labor Code section 204.

California Labor Code section 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees.

During the relevant time period, REAL GOOD FOOD did not provide Ms. Balingit and other aggrieved employees with complete and accurate itemized wage statements. The wage statements Ms. Balingit and other aggrieved employees received from REAL GOOD FOOD were in violation of California Labor Code section 226(a). The violations include, but are not limited to, the failure to include: (1) gross wages earned by Ms. Balingit and other aggrieved employees; (2) total hours worked by Ms. Balingit and other aggrieved employees; (3) all deductions for Ms. Balingit and other aggrieved employees; (4) net wages earned by Ms. Balingit and other aggrieved employees; and (5) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by Ms. Balingit and other aggrieved employees.

California Labor Code section 558 allows recovery of penalties. Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the IWC Wage Order shall be subject to a civil penalty. The civil penalty is as follows: (1) for any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) for each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages; and (3) wages recovered pursuant to this section shall be paid to the affected employee.

During the relevant time period, Ms. Balingit and other aggrieved employees have been denied their wages and premium wages and are entitled to penalties.

California Labor Code sections 1174(d) requires an employer to keep at a central location in the state or at the plants or establishments at which employees are employed payroll records showing the hours worked daily by and the wages paid to employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than 3 years.

During the relevant time period, REAL GOOD FOOD failed to keep accurate and complete payroll records showing the hours worked daily and the wages paid to Ms. Balingit and other aggrieved employees.

California Labor Code sections 1194, 1197, and 1197.1 provide that the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful.

During the relevant time period, REAL GOOD FOOD did not provide Ms. Balingit and other aggrieved employees with the minimum wages to which they were entitled despite having constructive and actual knowledge of off-the-clock work, including work performed during meal and rest breaks.

California Labor Code sections 2800 and 2802 require an employer to reimburse its employee for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

During the relevant time period, Ms. Balingit and other aggrieved employees incurred various necessary business-related expenses that were not fully reimbursed by REAL GOOD FOOD. Ms. Balingit and other aggrieved employees were expected to use their personal cell phones to communicate with supervisors and coworkers about work-related matters and to respond to work emails and texts. Ms. Balingit and other aggrieved employees were also required to use their personal vehicles to pick up samples and orders. Finally, Ms. Balingit and other aggrieved employees were expected to purchase tools like wrenches, screwdrivers, battery packs, drills, and knives to properly perform their duties. Despite this, REAL GOOD FOOD did not reimburse Ms. Balingit and other aggrieved employees for these expenses.

We believe that Ms. Balingit and other current and former California-based hourly-paid or non-exempt employees are entitled to penalties as allowed under California Labor Code section 2698, *et seq.* for violations of Labor Code sections 201, 202, 203, 204, 218.5, 221, 226(a), 226.3, 226.7, 229, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the IWC Wage Orders.

California Labor Code section 2699.3 requires that a claimant must send a certified letter to the employer in questions and the California Labor & Workforce Development Agency setting forth the claims and the basis for the claims, thereby giving the California Labor & Workforce Development Agency an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this letter is to satisfy the requirement created by California Labor code section 2699 prior to seeking penalties allowed by law for the aforementioned statutory violations. We look forward to determining whether California Labor & Workforce Development Agency intends to take any action in reference to these claims. We kindly request that you respond to this notice according to the time frame contemplated by the California Labor Code.

///

Ms. Balingit will seek these penalties on her own behalf and on behalf of other similarly situated California-based hourly-paid or non-exempt employees of REAL GOOD FOOD within 1 year of the date of this letter, as allowed by law.

If you have any questions or require additional information, please do not hesitate to contact us. Thank you for your attention to this matter and the noble cause you advance each and every day.

Very truly yours,

JUSTICE LAW CORPORATION

A handwritten signature in black ink, appearing to read 'D. Han', with a long horizontal flourish extending to the right.

Douglas Han, Esq.

CC: (By Email Only):

Richard D. Marcia

Richard.Marcia@varnerbrandt.com

Alisha L. Maline

Alisha.Maline@varnerbrandt.com

Counsel for REAL GOOD FOOD

**PROOF OF SERVICE
1013A(3) CCP**

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is eedens@justicelawcorp.com.

On May 30, 2024, I served the foregoing document described as

FIRST AMENDED CLASS ACTION COMPLAINT FOR DAMAGES

for the following case: **Balingit v. The Real Good Food Company, Inc., et al.**
LWDA/Court Case No.: **LWDA Case No.: 1026085-24**
Court Case No.: 22STCV31889
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 30, 2024, at Pasadena, California.



Ethan Edens