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Attorneys for Plaintiff CONSUELO VAZQUEZ, as an individual, and on behalf of all similarly situated employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF MERCED

CONSUELO VAZQUEZ, as an individual
and on behalf of all similarly situated
employees,

Plaintiff,

v.

CALIFORNIA FRESH FARMS, LLC, and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 24CV-03339

CLASS ACTION

COMPLAINT FOR DAMAGES

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

DEMAND FOR JURY TRIAL

1 Plaintiff CONSUELO VAZQUEZ (“Plaintiff”), on behalf of herself, and all others
2 similarly situated, complains and alleges, on information and belief, the following:

3 **INTRODUCTION**

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

12 2. Plaintiff, individually, and on behalf of the class she seeks to represent, seeks relief
13 against Defendant for Defendant’s practice of violating the applicable wage orders, the applicable
14 Code of Regulations, and California Labor Codes, including: (1) failure to pay minimum and
15 overtime wages, (2) failure to provide meal and rest periods or compensation in lieu thereof, (3)
16 failure to pay wages at separation, (4) failure to provide accurate itemized wage statements; and
17 (5) unfair business practices. These violations concern current and past employees of Defendant.

18 3. Plaintiff brings this lawsuit seeking injunctive, restitution, and monetary relief
19 against Defendant, and each of them, on behalf of Plaintiff individually, and on behalf of all
20 aggrieved and similarly-situated employees to recover, among other things, unpaid wages and
21 benefits, interest, penalties, liquidated damages, attorney's fees and costs pursuant to California
22 Labor Code sections 201, 202, 203, 204, 210, 218.6, 226, subdivision (a), 226.3, 226.7, 510, 511,
23 512, 1174, 1174.5 and California Code of Civil Procedure section 1021.5, and applicable
24 provisions of IWC Wage Order. Plaintiff reserves the right to name additional representatives
25 throughout the State of California.

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JURISDICTION AND VENUE

4. Venue is proper in this judicial district and the County of Merced, pursuant to Code of Civil Procedure section 395, because Defendant maintains its location and transacts business in this county, the obligations and liability arise in this county, and work was performed by Plaintiff and members of the hourly non-exempt Class Members, in this county, makes the subject of this action in the County of Merced, California. Furthermore, Defendant employed Plaintiff and numerous Class Members within the State of California, and the unlawful acts alleged herein have a direct effect on Plaintiff and the Class Members.

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

THE PARTIES**Plaintiff**

6. Plaintiff was employed by Defendant beginning in or around 2017, until in or about December 2023. At all relevant times herein, Plaintiff was employed by Defendant in a non-exempt, hourly position, and was entitled to compensation for all hours worked, overtime compensation, and penalties from Defendant. Each of the Class Members are identifiable, current and/or formerly similarly situated persons who were employed in non-exempt hourly positions in California for Defendant during the Class Period.

Defendants

7. Plaintiff is informed and believes, and based thereon alleges, that Defendant is and/or was the employer of Plaintiff and Class Members during the Class Period. On information

1 and belief, and based thereon, Plaintiff alleges that Defendant is conducting business in good
2 standing in California, and at all time herein mentioned has regularly conducted business
3 throughout the State of California.

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

11 9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
12 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
13 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is
14 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
15 employer and/or joint employer of Plaintiff and Plaintiff Class.

16 10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
17 acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy,
18 managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned
19 below was acting, at least in part, within the course and scope of that authority as such agent,
20 proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with
21 the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant
22 are legally attributable to the other Defendants.

23 11. Plaintiff is informed and believes, and based thereon alleges, that each of the
24 Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal,
25 joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint
26 employer and/or alter-ego of the remaining Defendants, and was acting, at least in part, within
27 the course and scope of such employment and agency, with the express and implied permission,
28 consent and knowledge, approval and/or ratification of the other Defendants. The above co-

Defendants, managing agents, and supervisors aided, abetted, condoned, permitted, approved, authorized and/or ratified the unlawful acts described herein.

GENERAL ALLEGATIONS

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

13. Plaintiff is informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common across each of Defendant's locations.

14. Defendant employed Plaintiff as a non-exempt hourly employee.

15. Plaintiff is informed and believes, and based thereon alleges, that Defendant instituted a policy and practice against its employees wherein overtime wages due were not paid in compliance with California law. Plaintiff is informed and believes and based thereon alleges that Defendant instituted a policy and practice against its employees wherein Defendant failed to include all remuneration paid to all hourly non-exempt employees when calculating Plaintiff's and Plaintiff Class' regular rate for purposes of overtime rate of pay. Specifically, Defendant paid hourly non-exempt employees incentive payments and shift differential pay and failed to include it when calculating Plaintiff's and Plaintiff Class' regular rate for purposes of overtime rate of pay. In addition, Plaintiff and Plaintiff Class were required to work and subject to Defendant's control off-the-clock during the Class Period.

16. Plaintiff is informed and believes, and based thereon alleges, that Defendant was obligated to provide Plaintiff and Class Members with a work-free, thirty (30) minute meal period within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a second thirty (30) minute meal period within the tenth (10th) hour of a shift for workdays in excess of ten (10) hours, in compliance with Labor Code Section 512. Defendant routinely denied Plaintiff and Class Members a full, thirty (30) minute, off-duty meal period when they worked in excess of six (6) hours within the first five (5) hours of their shifts, and routinely denied Plaintiff and Class members a second thirty (30) minute meal period within the tenth (10th) hour of their shifts. On information and belief, neither Plaintiff nor Class Members waived their lawful meal periods or

received compensation from Defendant for their missed meal periods.

17. Additionally, Defendant was obligated to provide Plaintiff and Class Members with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each day. Defendant prevented Plaintiff and Class Members from taking rest breaks throughout their shifts. This was due in part to Defendant’s policy and practice of providing inadequate coverage to allow for breaks to be taken.

18. Plaintiff is informed and believes, and based thereon alleges, that Defendant willfully failed to pay Class Members all wages earned, including regular, overtime and double-time wages and compensation for missed meal periods, in a timely manner upon or after termination of their employment with Defendant.

19. At relevant times herein, Plaintiff and the Class Members were employed by Defendant, and were paid predominantly on an hourly basis.

20. On information and belief, Plaintiff alleges that Defendant’s actions as described throughout this complaint were willful.

21. On information and belief, Plaintiff alleges that Defendant willfully failed to pay the legal wages, failed to provide legal meal periods, and willfully failed to pay one hour’s wages in lieu of meal periods, when each such employee quit or was discharged.

22. Plaintiff, on behalf of herself and all other Class Members, brings this action pursuant to Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 511, 512, 1194, and 1197, California Business and Professions Code Section 17200 et seq., and Code of Regulations, Title 8, Section 11000 et seq., seeking unpaid wages, unpaid meal period compensation, injunctive, and other equitable relief, and reasonable attorneys’ fees and costs.

23. Plaintiff, on behalf of herself and Class Members, pursuant to Business and Professions Code sections 17200 through 17208, also seeks injunctive relief and restitution for the unfair, unlawful, or fraudulent practices alleged in this complaint.

CLASS ALLEGATIONS

24. Plaintiff brings this action on behalf of herself and all others similarly situated as a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to

1 represent Classes composed of and defined as follows:

2 (a) All Class Members who are employed or have been employed by Defendant
3 in the State of California, and who, within the four years prior to the filing of this
4 complaint to the present, have worked as a non-exempt employee and were not
5 paid all wages owed, including, but not limited to, the legally requisite overtime
6 wages, or double-time wages;

7 (b) All Class Members who are employed or have been employed by Defendant
8 as non-exempt, hourly-paid employees who, within the four years prior to the
9 filing of this class action complaint to the present, have worked as non-exempt
10 employees and have not been provided a meal period for every five hours or major
11 fraction thereof worked per day, and were not provided one hour's pay for each
12 day on which such meal period was not provided;

13 (c) All Class Members who are employed or have been employed by Defendant
14 as non-exempt, hourly-paid employees who, within the four years prior to the
15 filing of this class action complaint to the present, have worked as non-exempt
16 employees and have not been provided a rest period and were not provided one
17 hour's pay for each day on which such meal period was not provided;

18 (d) All Class Members who have been employed by Defendant in the State of
19 California as non-exempt, hourly-paid employees who, within the four years prior
20 to the filing of this class action complaint to the present, separated their
21 employment from Defendant and have not been paid wages pursuant to Labor
22 Code Section 203 and are owed restitution for waiting time penalties deriving from
23 such wages;

24 (e) All Class Members who have been employed by Defendant in the State of
25 California as non-exempt, hourly-paid employees who, within one year prior to
26 the filing of this class action complaint to the present, who received an inaccurate
27 wage statement in violation of Labor Code Section 226.

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

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

7 **A. Numerosity**

8 27. The potential members of each Class defined herein are so numerous that joinder
9 of all the members of the Class is impracticable. While the precise number of Class Members
10 have not been determined at this time, Plaintiff is informed and believes that Defendant currently
11 employs, and during the relevant time period employed, hundreds of employees in positions as
12 Defendant's non-exempt employees in California, who are or have been affected by Defendant's
13 unlawful practices as alleged herein.

14 28. Accounting for employee turnover during the relevant periods necessarily
15 increases this number substantially. Upon information and belief, Plaintiff alleges Defendant's
16 employment records would provide information as to the number and location of all Class
17 Members. Joinder of all members of the proposed Classes is not practicable.

18 **B. Commonality**

19 29. Common questions of law and fact predominate over any questions affecting only
20 individual Class Members. These common questions of law and fact include, without limitation:

- 21 (a) Whether Plaintiff and Class Members are entitled to regular wages from
22 Defendant under applicable IWC Wage Orders, regulations and statutes for
23 hours worked but not paid;
- 24 (b) Whether Plaintiff and Class Members are entitled to overtime
25 compensation from Defendant under applicable IWC Wage Orders,
26 regulations and statutes for hours worked over eight (8) hours per workday
27 or over forty (40) hours in a work week;
- 28 (c) Whether Defendant failed, and continues to fail, to authorize and permit

Plaintiff and the Plaintiff Class to take rest breaks, or pay premium compensation in lieu thereof;

(d) Whether Plaintiff and Class Members are entitled to double-time compensation from Defendant under applicable IWC Wage Orders, regulations and statutes for hours worked over twelve (12) hours per workday or in excess of eight (8) hours on the seventh consecutive day of work in a workweek;

(e) Whether Defendant failed and continues to fail to provide compliant meal periods to Plaintiff and Class Members;

(f) Whether Defendant violated sections 201, 202, and 203 of the Labor Code by failing to pay all earned wages and/or premium wages or return unlawfully deducted wages due and owing at the time that any Class Member's employment with Defendant terminated, voluntarily or involuntarily;

(g) Whether Defendant violated section 17200 et seq. of the Business and Professions Code, Labor Code sections 201, 202, 203, 351, 226.7, 510, 511, 512, 1194, 1174, and applicable IWC Wage Orders, which violation constitutes a violation of fundamental public policy; and

(h) Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business and Professions Code section 17200 et seq.

C. Typicality

30. Plaintiff's claims are typical of the claims of the Plaintiff Class. Plaintiff and all Class Members sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

31. Plaintiff will fairly and adequately represent and protect the interests of all Class Members. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

1 **E. Superiority of Class Action**

2 32. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
4 questions of law and fact common to each Class predominate over any questions affecting only
5 individual members of the Class. Each member of the Class has been damaged and is entitled to
6 recovery by reason of Defendant's unlawful policies and practices alleged in the complaint.

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

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY ALL WAGES**

13 **(Plaintiff and Plaintiff Class against All Defendants)**

14 34. Plaintiff incorporates all previous paragraphs of this complaint as though fully set
15 forth herein.

16 35. Upon information and belief, Defendant maintains, and has maintained throughout
17 the Class Period, a consistent policy and practice of failing to pay wages, including minimum,
18 overtime and double-time wages, for hours actually worked.

19 36. As a result of Defendant's unlawful acts, Plaintiff and Class Members have been
20 deprived of regular wages, overtime and double-time compensation in amounts to be determined
21 at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys'
22 fees, and costs, pursuant to Labor Code sections 1194 and 1199.

23 37. Upon information and belief, Defendant failed to include all remuneration paid to
24 hourly non-exempt employees for incentive payments and other types of remuneration including
25 shift differential payment, which are not statutory exclusions, when calculating Plaintiff's and
26 Plaintiff Class' regular rate for purposes of overtime and double-time rate of pay. In addition,
27 Plaintiff and class members were obligated to work off-the-clock as a result of Defendant's failure
28 to adequately staff employees and Defendant exerted control of Plaintiff and class members off-

1 the-clock.

2 38. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of
3 the unpaid wages resulting from Defendant's unpaid wage violations including interest thereon,
4 reasonable attorney's fees and costs of suit, penalties, and liquidated damages to the fullest extent
5 permissible including those permitted pursuant to Labor Code Sections 1194 and 1194.2 and
6 Code of Civil Procedure Section 1021.5.

7 39. WHEREFORE, Plaintiff and Class Members request relief as described herein and
8 below.

9 **SECOND CAUSE OF ACTION**

10 **FAILURE TO PROVIDE MEAL PERIODS**

11 **(Plaintiff and Plaintiff Class against All Defendants)**

12 40. Plaintiff incorporates all previous paragraphs of this complaint as though fully set
13 forth herein.

14 41. Defendant maintains, and has maintained throughout the Class Period, a policy
15 and practice of failing to provide lawful work-free meal periods to Plaintiff and Class Members,
16 due in part to Defendant's failure to adequately staff workers to all Plaintiff and Class members
17 to take their meal period prior to their fifth (5th) hour of work, for the days on which non-exempt
18 employees work periods in excess of five (5) hours. Further, Defendant failed to provide Plaintiff
19 and Class Members a second meal period on days on which non-exempt employees worked
20 periods in excess of ten (10) hours. Defendant failed to provide Plaintiff and Class Members with
21 compensation for their missed and non-compliant meal periods.

22 42. By failing to provide meal periods on the days non-exempt employees worked
23 periods in excess of five (5) hours, or a second meal period on the days non-exempt employees
24 worked periods in excess of ten (10) hours, and failing to compensate said employees one hour's
25 wages in lieu of meal periods, as alleged above, Defendant willfully violated the provisions of
26 Labor Code sections 226.7 and 512, Section 16 of the IWC Wage Orders, and Code of
27 Regulations., Title 8, Section 11000 *et seq.*

28 43. Plaintiff and Class Members did not voluntarily or willfully waive meal periods.

Further, even if Defendant paid a meal premium, any meal premium paid was less than Plaintiff and Plaintiff Class' regular rate of pay as a result of failing to include all remuneration.

44. As a result of the unlawful acts of Defendant, Plaintiff and each Class Member Plaintiff seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 203, 218.5, 226, 226.7, and 1194, and applicable IWC Wage Orders.

45. Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the unpaid wages resulting from Defendant's meal period violations including interest thereon, reasonable attorney's fees and costs of suit, and penalties to the fullest extent permissible including those permitted pursuant to Labor Code sections 226.7, 512 and Code of Civil Procedure Section 1021.5.

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

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE REST PERIODS

(Against Defendant, DOES 1 through 50, and each of them)

47. Plaintiff and Class Members reallege and incorporate by reference all preceding paragraphs of this complaint as though fully set forth herein.

48. The IWC Wage Orders and Labor Code section 226.7 provides that employers must authorize and permit all employees to take rest periods at the rate of ten (10) minutes rest time per four (4) work hours or major fraction thereof.

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

50. During the Class Period, Defendant did not provide Plaintiff and Class Members with a ten-minute rest period for every four (4) work hours or major fraction thereof. Therefore,

1 Plaintiff and Class Members were not provided lawful rest periods.

2 51. Defendant failed and/or refused to implement a relief system by which Plaintiff
3 and Class Members could receive rest periods and/or work free rest periods. By and through its
4 actions, Defendant intentionally and improperly denied rest periods to Plaintiff and Class
5 Members in violation of Labor Code sections 226.7 and 512.

6 52. At all times relevant hereto, Plaintiff and Plaintiff Class have worked more than
7 four (4) hours in a workday.

8 53. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff
9 and Class Members, Plaintiff and Class Members have suffered, and will continue to suffer,
10 damages, in amounts which are presently unknown, but which exceed the jurisdictional limits of
11 this Court and which will be ascertained according to proof at trial.

12 54. Plaintiff, individually and on behalf of employees similarly situated, requests
13 recovery of rest period compensation pursuant to Labor Code section 226.7 for the four (4) years
14 prior to filing this Complaint, as well as the assessment of any statutory penalties against
15 Defendant, and each of them, in a sum as provided by the Labor Code and/or any other statute.

16 **FOURTH CAUSE OF ACTION**

17 **FAILURE TO TIMELY PAY WAGES AT SEPARATION**

18 **(Plaintiff and Plaintiff Class against All Defendants)**

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

21 56. Sections 201 and 202 of the California Labor Code require Defendant to pay its
22 employees all wages due within 72 hours of termination of employment. Section 203 of the Labor
23 Code provides that if an employer willfully fails to timely pay such wages the employer must, as
24 a penalty, continue to pay the subject employees' wages until the back wages are paid in full or
25 an action is commenced. The penalty cannot exceed thirty (30) days of wages.

26 57. Plaintiff and Class Members are entitled to compensation for all forms of wages
27 earned, including, but not limited to, minimum wages, regular wages, overtime and double-time
28 wages earned but not paid, and unprovided meal periods, but to date have not received such

1 compensation, therefore entitling them Labor Code section 203 penalties.

2 58. More than thirty (30) days have passed since Plaintiff and affected Class Members
3 have left Defendant's employ, and on information and belief, they have not received payment
4 pursuant to Labor Code section 203. As a consequence of Defendant's willful conduct in not
5 paying all earned wages, Plaintiff and the affected Class Members are entitled to thirty (30) days
6 wages as a penalty under Labor Code section 203 for failure to pay legal wages.

7 59. Plaintiff and the affected Class Members are also entitled to an additional thirty
8 (30) days wages as a penalty under Labor Code section 203 for willful failure to pay one hour's
9 wages in lieu thereof for denied meal periods, together with interest thereon and attorneys' fees
10 and costs.

11 60. Plaintiff seeks to recover in a civil action all remedies to the fullest extent
12 permissible including those permitted pursuant to Labor Code section 203.

13 61. WHEREFORE, Plaintiff and the affected Class Members request relief as
14 described herein and below.

15 **FIFTH CAUSE OF ACTION**

16 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS AND MAINTAIN**
17 **RECORDS**

18 **(Plaintiff and Plaintiff Class against All Defendants)**

19 62. Plaintiff incorporates all previous paragraphs of this complaint by reference as
20 though fully set forth herein.

21 63. Labor Code section 1174, subdivision (d), requires an employer to keep at a central
22 location in California or at the plant or establishment at which the employees are employed,
23 payroll records showing the hours worked daily and the wages paid to each employee. (Lab. Code
24 § 1174, subd. (d).)

25 64. Labor Code section 226, subdivision (a) states that an employer "shall furnish to
26 his or her employee, either as a detachable part of the check, draft, or voucher paying the
27 employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized
28 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)

1 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
2 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
3 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
4 of the period for which the employee is paid, (7) the name of the employee and only the last four
5 digits of his or her social security number or an employee identification number other than a social
6 security number, (8) the name and address of the legal entity that is the employer, and (9) all
7 applicable hourly rates in effect during the pay period and the corresponding number of hours
8 worked at each hourly rate by the employee.” (Lab. Code, § 226, subd. (a).)

9 65. Labor Code section, 226 subdivision (e) provides that if an employer knowingly
10 and intentionally fails to provide a statement itemizing, inter alia, the gross and net wages earned,
11 the total hours worked by the employee and the applicable hourly overtime rates, causing the
12 employee injury, then the employee is entitled to recover the greater of all actual damages or fifty
13 dollars (\$50.00) for the initial violation and one hundred dollars (\$100.00) for each subsequent
14 violation, up to four thousand dollars (\$4,000.00).

15 66. Industrial Welfare Commission (“IWC”) Wage Order Number 5-2001, paragraph
16 (7)(3) requires that every employer shall keep accurate information with respect to each
17 employee, including time records showing when each employee begins and ends each work
18 period, the total daily hours worked by each employee and the total hours worked in each payroll
19 period, and applicable rates of pay. Plaintiff is informed and believes that Defendant willfully and
20 intentionally failed to make and/or keep records which accurately reflect the hours and wages
21 worked by Plaintiff and Plaintiff Class. Specifically, Plaintiff believes that Defendant’s records
22 do not accurately reflect the wages owed in the form of the lawful minimum wage, overtime pay
23 and statutory premiums for non-compliant meal and rest periods.

24 67. As described above, Plaintiff is informed and believes that Defendant willfully
25 failed to make or keep accurate records for Plaintiff and Plaintiff Class by failing to pay all wages
26 owed, including minimum wage, overtime premiums and/or double time premiums, for worked
27 performed off-the-clock and thereby failing to maintain accurate records.

28 68. Plaintiff is informed and believes that Defendant’s failure to keep and maintain

1 accurate records and information and to provide Plaintiff and Plaintiff Class accurate itemized
2 wage statements, as described above, was knowing and intentional, and Plaintiff and Plaintiff
3 Class are entitled to statutory penalties for each pay period in which a violation occurred. As
4 such, Plaintiff seeks penalties under Labor Code section 226, subdivision (e). Plaintiff further
5 seeks recovery of attorneys' fees and costs pursuant to Labor Code section 226, subdivision (e),
6 and as otherwise permitted by law.

7 **SIXTH CAUSE OF ACTION**

8 **VIOLATION OF UNFAIR COMPETITION LAW**

9 **(Plaintiff and Plaintiff Class against All Defendants)**

10 69. Plaintiff incorporates all previous paragraphs of this complaint as though fully set
11 forth herein.

12 70. On information and belief, Plaintiff alleges that Defendant engaged in conduct and
13 maintained policies and practices that constitute false, fraudulent, unlawful, unfair, and deceptive
14 business practices in violation of Business and Professions Code section 17200 et seq. (hereinafter
15 the "Unfair Competition Law"). Plaintiff alleges that each of the following policies and practices
16 of Defendant violate the Unfair Competition Law:

- 17 (a) requiring employees to work in excess of five (5) hours per day
18 without being provided a lawful meal period, or requiring employees to
19 work in excess of ten (10) hours without being provided a lawful second
20 meal period, and failing to compensate such employees with one hour of
21 pay at their regular rate of compensation for each workday that a meal
22 period was not provided; and
23 (b) failing to pay all earned wages, including overtime and double-time
24 wages, to Plaintiff and Class Members.

25 71. The actions of Defendant as alleged within this complaint constitute false,
26 fraudulent, unlawful, unfair, and deceptive business practices, within the meaning of Business
27 and Professions Code section 17200 et seq.

28 72. Plaintiff and Class Members are entitled to an injunction and other equitable relief

74. As a direct and proximate result of Defendant's unfair business practices, Plaintiff, and Class Members are entitled to equitable and injunctive relief, including full restitution of all wages which have been unlawfully withheld from Plaintiff and Class Members as a result of the business acts and practices described herein, and enjoining Defendant to cease and desist from engaging in the practices described herein.

76. Plaintiff further requests that this Court issue a preliminary and permanent injunction prohibiting Defendant from engaging in the unfair, unlawful, and/or fraudulent practices alleged in this complaint.

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

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

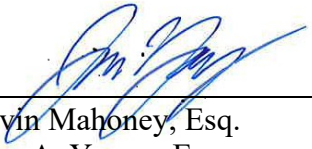
- ## CLASS COMPLAINT FOR DAMAGES

2. That Plaintiff be appointed the representative of each proposed Class, as appropriate;
3. That the attorneys of record for Plaintiff whose name appears in this complaint be appointed class counsel;
4. For compensatory damages in an amount according to proof with interest thereon;
5. For economic and/or special damages in an amount according to proof with interest thereon;
6. That Defendant be found to have engaged in unfair competition in violation of Business and Professions Code section 17200 *et seq.*;
7. That Defendant be ordered and enjoined to make restitution to each Class due to its unfair competition, pursuant to Business and Professions Code sections 17203 and 17204;
8. That Defendant be enjoined from continuing the unlawful course of conduct alleged herein;
9. That Defendant be enjoined from further acts of restraint of trade or unfair competition;
10. Injunctive relief, enjoining Defendant from engaging in the unlawful and unfair business practices complained herein;
11. Declaratory relief, enjoining Defendant's practices as being unlawful and unfair business practices within the meaning of Business & Professions Code section 17200, *et seq.*;
12. For penalties to the extent permitted pursuant to the Labor Code, Orders of the Industrial Welfare Commission including, but not limited to, waiting time penalties under Labor Code section 203, and penalties under Labor Code section 226, subdivision (e), 226.3, 210, 226.7, and 1174.5;
13. For attorneys' fees, interest, and costs of suit under Labor Code sections 218.5, 1194 and other applicable provisions of law outside the Labor Code; and
14. For such other and further relief as the Court deems just and proper.

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1 Dated: June 28, 2024

2 **MAHONEY LAW GROUP, APC**

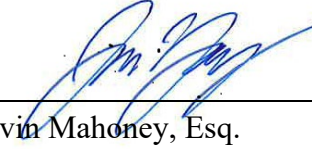
3 
4 Kevin Mahoney, Esq.
5 John A. Young, Esq.
6 Attorneys for Plaintiff CONSUELO VAZQUEZ
7 and on behalf of all employees similarly situated

8 **DEMAND FOR JURY TRIAL**

9 Plaintiff CONSUELO VAZQUEZ hereby demands a jury trial on all issues so triable.

10
11 Dated: June 28, 2024

12 **MAHONEY LAW GROUP, APC**

13 
14 Kevin Mahoney, Esq.
15 John A. Young, Esq.
16 Attorneys for Plaintiff CONSUELO VAZQUEZ
17 and on behalf of all employees similarly situated
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