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Electronically Filed
8/14/2025 6:33 PM
Superior Court of California
County of Stanislaus
Clerk of the Court
By: Brenda Williams, Deputy

6 Attorneys for Plaintiff, MARGARITA RUIZ,
7 as an aggrieved employee, and on behalf of all other
aggrieved employees

\$435 paid

8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF STANISLAUS**

11 MARGARITA RUIZ, as an aggrieved
12 employee, and on behalf of all other aggrieved
13 employees under the Labor Code Private
Attorneys General Act of 2004,

14 Plaintiff,

15 v.

16 CONAGRA FOODS PACKAGED FOODS,
17 LLC, a Delaware Limited Liability Company;
18 and DOES 1 through 100, inclusive,

19 Defendants.

CASE NO.: CV-25-007819

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

[Amount in Controversy Greater Than
\$35,000.00]

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24 This case has been assigned to Judge John D Freeland
25 Department 23, for all purposes including Trial.

1 Plaintiff MARGARITA RUIZ, as an aggrieved employee, and on behalf of all other
2 aggrieved employees under the Labor Code Private Attorneys General Act of 2004, alleges as
3 follows:

4 **JURISDICTION AND VENUE**

5 1. This is a representative action, pursuant to the Labor Code Private Attorneys General
6 Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), against CONAGRA FOODS
7 PACKAGED FOODS, LLC, a Delaware Limited Liability Company, and any of its respective
8 subsidiaries or affiliated companies within the State of California, (“CONAGRA”) (hereinafter,
9 “Defendant”), as a proxy of the Labor and Workforce Development Agency of the State of
10 California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees
11 of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains
12 to the alleged claims for failure to comply with the Labor Code. Specifically, in connection with
13 the alleged claims for failure to comply with Labor Code sections 96, 98.6, 200, 201, 202, 203, 204,
14 210, 212, 221, 222, 223, 226, 226.3, 227.3, 232, 232.5, 245, 246, 432, 432.3, 432.5, 432.7, 432.8,
15 1102.5, 1197.5, 1198, and 1198.5, Plaintiff seeks to represent all employees of CONAGRA, and
16 each of them, DOES 1 through 100, as well as their parents, subsidiaries and affiliates (hereinafter,
17 collectively, “Defendants”) working within three years preceding the date of filing Notice with the
18 LWDA and continuing past the LWDA Notice filing date into perpetuity (“Civil Penalty Period”).
19 On all other claims mentioned herein, Plaintiff seeks to represent only non-exempt employees of
20 Defendants working within the Civil Penalty Period. Collectively, those employees shall be known
21 as “Aggrieved Employees” herein.

22 2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code
23 of Civil Procedure section 410.10.

24 3. Venue is proper in Stanislaus County, California pursuant to Code of Civil Procedure
25 sections 392, *et seq.* because, among other things, Stanislaus County is where the causes of action
26 complained of herein arose; the county in which the employment relationship began; the county in
27 which performance of the employment contract, or part of it, between Plaintiff and Defendants was
28 due to be performed; the county in which the employment contract, or part of it, between Plaintiff

1 and Defendants was actually performed; and the county in which Defendants, or some of them,
2 reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved
3 Employees in Stanislaus County, and because Defendants employ Aggrieved Employees in
4 Stanislaus County.

5 4. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
6 Defendants during the Civil Penalty Period and suffered the Labor Code violations set forth herein,
7 even if not in the precise exact fashion as other Aggrieved Employees. Accordingly, Plaintiff seeks
8 to recover civil penalties under the Labor Code Private Attorneys General Act of 2004, codified at
9 Labor Code section 2698, *et seq.* (“PAGA”), as amended, plus reasonable attorney’s fees and costs,
10 for Plaintiff and all other current and former Aggrieved Employees of Defendants during the Civil
11 Penalty Period.

12 5. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
13 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
14 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
15 PAGA allegations described herein is not required.

16 6. During the Civil Penalty Period, Defendants violated, *inter alia*, Labor Code sections
17 96, 98.6, 200, 201, 201.3, 202, 203, 204, 206.5, 210, 212, 221, 222, 223, 226, 226.3, 226.7, 227.3,
18 232, 232.5, 233, 245, 246, 432, 432.3, 432.5, 432.7, 432.8, 510, 512, 551, 552, 558, 1101, 1102,
19 1102.5, 1174, 1174.5, 1182.12, 1197.5, 1194, 1194.2, 1198, 1198.5, 1197.5, 2800, 2802, 2810.5,
20 2699, among others, California Code of Regulations, Title 8, Sections 3366, 3395, 3396, 3457,
21 8397.4, Business and Professions Code sections 16600, and 17200, Government Code section
22 12952, as well as applicable Wage Orders.

23 7. Labor Code section 2699, subdivisions (a) and (g), authorizes Aggrieved Employees
24 such as Plaintiff, on behalf of Plaintiff and all other current and former Aggrieved Employees within
25 the Civil Liability Period, to bring a civil action to recover civil penalties pursuant to the procedures
26 specified in Labor Code section 2699.3.

27 8. On or around July 23, 2024, Plaintiff provided written notice pursuant to Labor Code
28 section 2699.3 online and by certified mail, with return receipt requested, of Defendants’ violation

1 of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as
2 by certified mail, with return receipt requested to Defendants, and each of them.

3 9. On or around August 30, 2024, Plaintiff provided written amended notice pursuant
4 to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of
5 Defendants' violation of various, including the herein-described, provisions of the Labor Code, to
6 the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
7 them.

8 10. On or around October 11, 2024, Plaintiff provided written additional amended notice
9 pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested,
10 of Defendants' violation of various, including the herein-described, provisions of the Labor Code,
11 to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of
12 them.

13 11. To the extent Defendants, or either of them, previously used the notice and cure
14 provision of Labor Code section 2699.3 within the last twelve months, under section 2699.3(d), then
15 Defendants, or those who have availed themselves of the cure provisions validly, are not eligible to
16 cure the violations discussed herein under section 2699.3 or otherwise use the early evaluation
17 conference process pursuant to section 2699.3(f).

18 12. In the event that Defendants, or either of them, is/are determined to have satisfied
19 sections 2699(g), 2699(h), or otherwise 2699(d)(1), Defendants, or any that is determined to have
20 satisfied sections 2699(g), 2699(h), is also, in the alternative, liable for civil penalties pursuant to
21 Labor Code sections 2699(j), 2699(e)(2), and 2699(f)(2).

22 13. In the event that Defendants, or either of them, is/are determined to have, prior to
23 this notice or a request for records pursuant to Labor Code section 226, 432, or 1198.5, from Plaintiff
24 and/or his/her counsel, adequately taken all reasonable steps to be in compliance with all provisions
25 identified in this notice, said defendant(s) is/are still liable for civil penalties pursuant to section
26 2699(g)(1)-(3).

27 14. In the event that Defendants, or either of them is/are deemed to have adequately taken
28 all reasonable steps to be in compliance with all provisions identified in this notice within sixty (60)

1 days of receiving this notice, said defendant(s) is/are still liable for civil penalties pursuant to Labor
2 Code section 2699(h)(1)-(3).

3 15. Plaintiff is further informed and believes that within five (5) years of any of
4 violations described above, the LWDA or a court has issued a finding or determination to the
5 Defendants, or either of them, that its/their policy or practice giving rise to such violations was
6 unlawful, and thus Defendants, or any of them, is/are further liable for civil penalties pursuant to
7 Labor Code section 2699(f)(2)(B)(i). Plaintiff is informed that Defendants, or any of them,
8 was/were found to have unlawfully committed some or all of the above-related Labor Code
9 violations, and thus is/are subject to increased penalties, as applicable, under Labor Code sections
10 2699(f)(2)(B)(i), 2699(g)(3) and 2699(h)(3), and is/are **not** eligible for reduced penalties under
11 either Labor Code sections 2699(g) or 2699(h) for remedying violations either prior to or after the
12 serving of this notice. Regardless, as the Defendants' conduct giving rise to the violations detailed
13 herein was and is malicious, fraudulent, and/or oppressive, Defendants thus are subject to increased
14 penalties under Labor Code section 2699(f)(2)(B)(ii) and, per Labor Code sections 2699(g)(3) and
15 2699(h)(3), are **not** eligible for reduced penalties under either 2699(g) or 2699(h), for remedying
16 violations either prior to or after the Defendants' receipt of this notice.

17 16. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not
18 provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65)
19 calendar days of the July 23, 2024 postmarked date of the herein-described notice sent by Plaintiff
20 to the LWDA and Defendants, the August 30, 2024 postmarked date of the herein-described
21 amended notice sent by Plaintiff to the LWDA and Defendants, or the October 11, 2024 postmarked
22 date of the herein-described amended notice sent by Plaintiff to the LWDA and Defendants.

23 **PAGA REPRESENTATIVE ALLEGATIONS**

24 17. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
25 each of them, had and have a policy or practice of requiring Plaintiff and other Aggrieved Employees
26 to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight
27 workdays in a workweek (in violation of Labor Code sections 551 and 552) without paying them
28 proper overtime wages every day, as a result of, without limitation, failing to accurately track and/or

1 pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the
2 clock, including, without limitation, by requiring employees: to come early to work and leave late
3 work without being able to clock in for all that time, to suffer under Defendants' control due to long
4 lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking
5 out, to clock out for meal periods and continue working, to clock out for rest periods, to don and
6 doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to
7 make phone calls or drive off the clock, and/or go through security screenings and/or temperature
8 checks off the clock; failing to include all forms of remuneration, including non-discretionary
9 bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of
10 remuneration into the regular rate of pay for the pay periods where overtime was worked and the
11 additional compensation was earned for the purpose of calculating the overtime rate of pay;
12 detrimental rounding of employee time entries,. Defendants would also be liable for civil penalties
13 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1198 and 2699,
14 or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for
15 civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

16 18. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
17 each of them, had and have a practice or policy of failing to compensate Plaintiff and other
18 Aggrieved Employees with minimum wages for all hours worked or otherwise under Defendants'
19 control every day as a result of, without limitation, failing to accurately track and/or pay for all
20 minutes actually worked; engaging, suffering, or permitting employees to work off the clock,
21 including, without limitation, by requiring employees: to come early to work and leave late work
22 without being able to clock in for all that time, to suffer under Defendants' control due to long lines
23 for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out,
24 to clock out for meal periods and continue working, to clock out for rest periods, to don and doff
25 uniforms and/or safety equipment off the clock, to undergo security checks and/or bag checks off
26 the clock, to store and retrieve personal belongings off the clock, to attend company meetings off
27 the clock, to make phone calls, receive and respond to emails and/or texts, or drive off-the-clock;
28 detrimental rounding of employee time entries; editing and/or manipulation of time entries to show

1 less hours than actually worked; and failing to pay split shift premiums. In addition, Plaintiff and
2 other Aggrieved Employees were required to report to work, and did report, but were not put to
3 work and/or were furnished less than half their usual or scheduled day's work without being paid
4 for half the usual or scheduled work at their regular rate of pay. As such, Plaintiff is informed and
5 believes, and based thereon alleges, that Defendants violated, without limitation, Labor Code
6 sections 221, 222 (as it pertains to employees governed by a CBA), 223, 1197, 1182.12, Cal. and
7 applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked,
8 that Plaintiff and other Aggrieved Employees personally suffered these violations, and that Plaintiff
9 and other Aggrieved Employees are entitled to actual and liquidated damages under, without
10 limitation, Labor Code sections 1194, 1194.2, and 1198 to compensate them for at least one unpaid
11 hour of work per day for each Aggrieved Employee in the Civil Penalty Period. Plaintiff is further
12 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
13 violations was malicious, fraudulent, or oppressive. Plaintiff would also be liable for civil penalties
14 pursuant to Labor Code sections 210 (for failure to timely pay these wages), 558, 1197.1, 1198 and
15 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further be liable
16 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

17 19. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
18 and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with
19 minimum wages for all hours worked or otherwise under Defendants' control every day as a result
20 of, without limitation, failing to accurately track and/or pay for all minutes actually worked;
21 engaging, suffering, or permitting employees to work off the clock, including, without limitation,
22 by requiring employees: to come early to work and leave late work without being able to clock in
23 for all that time, to suffer under Defendants' control due to long lines for clocking in, to complete
24 pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods
25 and continue working, to clock out for rest periods, to don and doff uniforms and/or safety
26 equipment off the clock, to undergo security checks and/or bag checks off the clock, to store and
27 retrieve personal belongings off the clock, to attend company meetings off the clock, to make phone
28 calls, receive and respond to emails and/or texts, or drive off-the-clock; detrimental rounding of

1 employee time entries; editing and/or manipulation of time entries to show less hours than actually
2 worked; and failing to pay split shift premiums. In addition, Plaintiff and other Aggrieved
3 Employees were required to report to work, and did report, but were not put to work and/or were
4 furnished less than half their usual or scheduled day's work without being paid for half the usual or
5 scheduled work at their regular rate of pay. These acts and/or omissions violated Labor Code
6 sections 1198, and, thus Plaintiff would be liable for civil penalties pursuant to these sections and
7 Labor Code section 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further
8 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
9 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
10 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

11 20. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
12 each of them, had and have a policy or practice of compelling Plaintiff and other Aggrieved
13 Employees during the Civil Penalty Period to work every day in excess of five (5) and ten (10) hours
14 per day, without being afforded uninterrupted, timely, and complete 30-minute meal periods or
15 compensation in lieu thereof including, each workday, without limitation: by interrupting meal
16 periods; not providing timely meal periods; failing to provide first and second meal periods;
17 providing short meal periods, including without, limitation meal periods that were recorded for less
18 than thirty minutes, and meal periods that may appear on the record to be thirty minutes or longer
19 but in practice were shorter than thirty minutes due to time required to walk to and from a suitable
20 break area, time spent having to wait in line to clock back in, having to don and doff safety gear
21 during the meal period, having to undergo security or bag checks during the meal period, and /or
22 having to retrieve and store personal belongings during the meal period; requiring that employees
23 carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave
24 the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods
25 that could not be auto-deducted by law or during which employees worked. Plaintiff and other
26 Aggrieved Employees personally suffered these violations. Consequently, Plaintiff is informed and
27 believes, and based thereon alleges, that Defendants violated Labor Code sections 221, 222 (as to
28 employees governed by a CBA), 223, 512 and 1198 each day for each Aggrieved Employee during

1 the Civil Penalty Period, and that, thus each Aggrieved Employee was owed one hour of premium
2 pay at their regular rate of pay for each day worked during the Civil Penalty Period under Labor
3 Code section 226.7. However, Plaintiff is informed and believes that those premium payments
4 under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either
5 at all or at the proper regular rate of pay. Defendants would thus be liable for civil penalties pursuant
6 to Labor Code sections 210 (for failure to timely pay these wages), 221, 222 (for employees
7 governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the taking of compliant
8 meal periods and for failing to provide premium pay under Labor Code section 226.7, or injunctive
9 relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and based
10 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
11 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
12 Code section 2699(f)(2)(B)(ii).

13 21. Plaintiff is informed and believes, and based thereon alleges, that Defendants
14 maintain policies or practices of compelling Plaintiff and other Aggrieved Employees every day to,
15 including, without limitation, work over four-hour periods (or major fractions thereof) without
16 authorizing and permitting Plaintiff and other Aggrieved Employees to take uninterrupted, timely,
17 and complete ten-minute rest periods in which the employees are completely relieved of all of their
18 duties, including, without limitation: by failing to provide rest periods all together; failing to provide
19 rest periods that were at least ten minutes in length, including rest periods that were shorter than ten
20 minutes, or rest periods that may have encompassed a total of ten minutes but were in practice less
21 than ten uninterrupted minutes due to, without limitation, due to time required to walk to and from
22 a suitable break area, time spent having to don and doff safety gear during the rest period, having to
23 retrieve and store personal belongings during the rest period, and/or having to undergo security or
24 bag checks during the rest period, requiring that they be bundled together and/or with meal periods;
25 interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest
26 periods; not providing rest periods in a timely fashion; and not permitting employees to leave the
27 premises; and otherwise requiring on-duty/on-call rest periods. Plaintiff and other Aggrieved
28 Employees personally suffered these violations. Consequently, Plaintiff is informed and believes,

1 and based thereon alleges, that Defendants violated the applicable Wage Order(s) each day for each
2 Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved Employee was owed
3 one hour of premium pay at their regular rate of pay for each day worked during the PAGA Period
4 under Labor Code section 226.7. However, Plaintiff is informed and believes that those premium
5 payments under Labor Code section 226.7 were not made, either, for these non-compliant rest
6 periods, either at all or at the proper regular rate of pay, in violation of Labor Code sections 226.7
7 and 1198. Defendants would thus be liable for civil penalties pursuant to Labor Code sections 210
8 (for failure to timely pay these wages), 221, 222 (for employees governed by a CBA), 223, 558,
9 1198 and 2699 for both failing to authorize the taking of compliant rest periods and for failing to
10 provide premium pay under Labor Code section 226.7, or injunctive relief under sections 2699(e)(1)
11 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
12 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
13 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

14 22. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 maintain policies or practices of failing to maintain adequate temperatures which created excessive
16 heat or humidity exposing Plaintiff and Aggrieved Employees to temperature related hazards and/or
17 comfortable working environments, as required under California Code of Regulations Title 8,
18 section 3396. Plaintiff is informed and believes, and based thereon alleges that Defendants failed
19 to maintain temperatures at comfortable levels in violation of section 15 of the applicable Wage
20 Orders, which requires temperature be maintained in each work area to be reasonably comfortable,
21 consistent with industry-wide standards for the nature of the process and the work performed.
22 Defendants, as required by the same wage order provisions, also: failed and fails to take all feasible
23 means to reduce excessive heat or humidity created by the work process to provide reasonable
24 comfort; failed and fails to provide a heated room for Plaintiff and Aggrieved Employees so that
25 they may retire for warmth while maintaining such room at not less than 60 degrees; and/or failed
26 and fails to maintain a temperature of not less than 68 degrees in toilet rooms, resting rooms, and
27 change rooms during hours of use Plaintiff is further informed and believes, and based thereon
28 alleges that Defendants failed and fail to permit Plaintiff and other Aggrieved Employees from

1 taking cooldown periods every day as required under California Code of Regulations, Title 8,
2 Section 3395; rest and recovery periods as required by Labor Code section 226.2; and premium pay
3 in lieu thereof under Labor Code section 226.7. Plaintiff and other Aggrieved Employees personally
4 suffered these violations. Consequently, Plaintiff is informed and believes, and based thereon
5 alleges, that Defendants violated California Code of Regulations, Title 8, Sections 3395 and 3396
6 each day for each Aggrieved Employee during the PAGA Period, and that, thus each Aggrieved
7 Employee was owed one hour of premium pay at their regular rate of pay for each day worked
8 during the PAGA Period under Labor Code section 226.7. In addition, for the failure each day of
9 the PAGA Period by Defendants to provide rest and recovery periods under Labor Code section
10 226.2, each Aggrieved Employee was owed compensation at a regularly hourly rate that is no less
11 than the higher of the amounts set forth in Labor Code section 226.2(a)(3)(A)(i) or
12 226.2(a)(3)(A)(ii). However, Plaintiff is informed and believes that those premium payments under
13 Labor Code section 226.7, and rest and recovery periods under Labor Code section 226.2(a)(3)(A)
14 were not made for these non-compliant cooldown periods and/or rest and recovery periods, either
15 at all or at the proper rate of pay, in violation of Labor Code sections 226.2, 226.7 and/or 1198.
16 Defendants would also be liable for their failures to provide comfortable levels of temperatures to
17 employees under the wage orders, including Section 15 thereof. Defendants would thus be liable
18 for civil penalties pursuant to Labor Code sections 210 (for failure to timely pay these wages), 221,
19 222 (for employees governed by a CBA), 223, 558, 1198 and 2699 for both failing to authorize the
20 taking of compliant rest periods and for failing to provide premium pay under Labor Code section
21 226.7, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
22 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
23 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
24 to Labor Code section 2699(f)(2)(B)(ii).

25 23. In addition to the above, Plaintiff is informed and believes, and based thereon alleges
26 that Defendants failed and continue to fail to keep adequate or accurate time records including wage
27 statements and similar payroll documents under Labor Code section 226, documents signed to
28 obtain or hold employment under Labor Code section 432, personnel records under Labor Code

1 section 1198.5, time records under Labor Code section 1174, the names and addresses of all
2 employees employed and the ages of all minors under Labor Code section 1174, subsection (c),
3 payroll records showing the hours worked daily by and the wages paid to, and the number of piece-
4 rate units earned by, and applicable piece rate paid to, employees employed at the respective place
5 of employment under Labor Code section 1174, subsection (d), and a copy of the payroll record
6 provided by the contractor under Labor Code section 1695.55, as well as the information required
7 to be kept under Labor Code sections 2673 and/or 1776, subdivision (a), making it difficult for
8 Plaintiff and other aggrieved employees to calculate their unpaid wages and/or premium payments.
9 Defendants also failed to provide these documents to Plaintiff and other Aggrieved Employees upon
10 request in violation of these Labor Code sections, as well as Labor Code section 1198 and/or 1775,
11 subdivision (b)(1). Plaintiff and the Aggrieved Employees personally suffered these violations,
12 which in turn would entitle Plaintiff and other Aggrieved Employees to penalties prescribed by
13 Labor Code sections 226 and 1198.5. Defendants would also be liable for civil penalties pursuant
14 to Labor Code sections 558, 1174.5, 1695.55, 1198, and 2699. Plaintiff is further informed and
15 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
16 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
17 to Labor Code section 2699(f)(2)(B)(ii).

18 24. As a result of, among other things, Defendants' herein-described policy or practice
19 of failing to: accurately record time; failing to pay overtime and minimum wages; failing to provide
20 meal periods; failing to provide rest periods; and failing to provide compensation in lieu of meal or
21 rest periods, as described above, and due to independent failures in connection therewith, Plaintiff
22 is informed and believes, and based thereon alleges, that Defendants also intentionally failed and
23 continues to fail to furnish Aggrieved Employees, including, without limitation, Plaintiff, with
24 itemized wage statements that accurately reflect: gross wages earned; total hours worked by the
25 employee; net wages earned; the inclusive dates of the period for which the employee is paid; the
26 name of the employee and only the last four digits of their social security number or an employee
27 identification number other than a social security number; all deductions; all applicable hourly rates
28 in effect during the pay period and the corresponding number of hours worked at each hourly rate

1 by the employee; the legal name and address Defendants (and, in the case of a farm labor contractor,
2 the name and address of the legal entity that secured the services of the employer); and other such
3 information as required by Labor Code section 226, subdivision (a) , to the extent it does not include
4 for piece-rate work the information required therein including, without limitation, the quantity, rate
5 and units worked per piece, as well as separately itemized non-productive time and rest and recovery
6 periods. Specifically, Defendants intentionally failed to furnish employees with itemized wage
7 statements that accurately reflect the hours worked by Plaintiff and other Aggrieved Employees and
8 the rates of pay at which they were or should have been paid (including due to failure to pay at the
9 proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each
10 rate, as well. Consequently, Plaintiff is informed and believes, and based thereon alleges, that
11 Defendants violated Labor Code sections 226, and 1198 each day for each Aggrieved Employee
12 during the PAGA Period, and that, thus Plaintiff and each Aggrieved Employee personally suffered
13 these violations and was owed penalties under Labor Code section 226 for each pay period worked
14 during the PAGA Period. Plaintiff is informed and believes that those penalties under Labor Code
15 section 226 were not paid for these violations of Labor Code section 226. Defendants would thus
16 be liable for civil penalties pursuant to Labor Code sections 226.3, 558, 1198, and 2699. Plaintiff
17 is further informed and believes, and based thereon alleges, that Defendants' conduct above gave
18 rise to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
19 civil penalties pursuant to Labor Code sections 226.3, 558, and 2699, or injunctive relief under
20 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
21 Labor Code section 2699(f)(2)(B)(ii).

22 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants also
23 willfully or intentionally failed and refused, and continue to fail and refuse, to timely pay
24 compensation to Plaintiff and other terminated or resigned employees, including but not limited to,
25 all overtime wages owed; all minimum wages owed; all paid sick leave, vacation pay and paid time
26 off; and all premium pay owed as set out above, including, without limitation, for failure to pay at
27 the proper regular rate of pay, among other things. Consequently, Plaintiff is informed and believes,
28 and based thereon alleges, that Defendants violated Labor Code sections 201, 202 203, and 1198

1 each pay period for each Aggrieved Employee during the PAGA Period, and that, thus Plaintiff and
2 each Aggrieved Employee personally suffered these violations and was owed penalties under Labor
3 Code section 203 for each pay period worked during the PAGA Period. However, Plaintiff is
4 informed and believes that those penalties under Labor Code section 203 were not made for these
5 violations of Labor Code sections 201, 202, 203, 204b. Plaintiff is further informed and believes,
6 and based thereon alleges, that Defendants' conduct above gave rise to such violations was
7 malicious, fraudulent, or oppressive. Defendants would also be liable for civil penalties pursuant to
8 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(j).
9 Defendants would further be liable for civil penalties pursuant to Labor Code section
10 2699(f)(2)(B)(ii).

11 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 required or require the execution of a release of claim or right on account of wages due, or to become
13 due, or made as an advance on wages to be earned, including, without limitation, as a condition of
14 being paid, to execute a statement of the hours worked during a pay period in which Defendants
15 knew to be false. As such, Plaintiff is informed and believes, and based thereon alleges that
16 Defendants violated Labor Code sections 206.5 and 1198, and that Plaintiff and other Aggrieved
17 Employees have personally suffered these violations. Plaintiff is further informed and believes, and
18 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
19 fraudulent, or oppressive. Defendants would be liable for civil penalties pursuant to Labor Code
20 sections 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
21 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

22 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
23 or had a policy or practice of unlawfully deducting wages from Plaintiff and other Aggrieved
24 Employees, by issuing in payment of wages due, or to become due, or as an advance on wages to
25 be earned: (1) an order, check, draft, note, memorandum, gift card, or other acknowledgement of
26 indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some
27 established place of business in the state), the name and address of which must but did not appear
28 on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must

1 be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit,
2 arrangement, or understanding with the drawee for its payment; and/or (2) any scrip, coupon cards,
3 or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than
4 in money. Plaintiff is further informed and believes, and based thereon alleges, that such wages were
5 not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7
6 and 510, subsection (a), thus violating those Labor Code sections, as well as Labor Code section
7 1198. In addition, Plaintiff is informed and believes that Defendants, by these deductions and/or
8 otherwise, have caused wages earned by Plaintiff and Aggrieved Employees to be charged back or
9 kicked back to Defendants. Consequently, Plaintiff is informed and believes, and based thereon
10 alleges, that Plaintiff and other Aggrieved Employees have personally suffered violations under
11 these sections and are entitled to relief under, without limitation, Labor Code sections 212, 221, 222
12 (as it pertains to employees governed by a CBA), 223, 226.7, 246, 510 subsection (a), 1194, and
13 1197. Plaintiff is further informed and believes, and based thereon alleges, that Plaintiff’s conduct
14 above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants would thus
15 be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, 1198 and 2699, or
16 injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil
17 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 28. Plaintiff is further informed and believes, and based thereon alleges that Defendants
19 failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor
20 Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing
21 to provide Plaintiff and other Aggrieved Employees with the rates of pay and overtime rates of pay
22 applicable to their employment, allowances claimed as part of the minimum wage, the regular
23 payday designated by Defendants, the name of the employer, including any “doing business as”
24 names used, the name, address and telephone number of the workers’ compensation insurance
25 carrier, information regarding paid sick leave, and other pertinent information required to be
26 disclosed by Defendants under Labor Code section 2810.5. Plaintiff is informed and believes that
27 failure to provide such information, including rates of pay that are in effect, has permitted
28 Defendants to pay employees at rates of pay that were not agreed upon and violate minimum wage

1 and overtime wage laws in California. Plaintiff is additionally informed and believes that the notice
2 requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury
3 reporting. Plaintiff is informed and believes that Defendants violated Labor Code sections 1198 and
4 2810.5. Plaintiff and other Aggrieved Employees personally suffered these violations. Plaintiff
5 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
6 to such violations was malicious, fraudulent, or oppressive. Among other relief, employees may
7 collect from Defendants in connection with these violations' civil penalties pursuant to Labor Code
8 sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants
9 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

10 29. Plaintiff is informed and believes, and based thereon alleges that Defendants also
11 failed and refused, and continues to fail and refuse, to reimburse employees, including, without
12 limitation, Plaintiff and other Aggrieved Employees, with their costs incurred for driving personal
13 vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits,
14 separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for
15 the purchase and maintenance of cellular phones and cellular phone plans, for pre-employment
16 medical, physical or drivers' exams taken as a condition of employment, or for compelling or
17 coercing Plaintiff and Aggrieved Employees, including applicants, to patronize in the purchase of a
18 value or things, including, without limitation, Defendants' product(s) and/or service(s), in direct
19 consequence of the discharge of their duties, or of their obedience to the directions of Defendants,
20 as required by Labor Code sections, 450, 1198, 2800, 2802, and other statutory and common law
21 offenses. As a result, Plaintiff and other Aggrieved Employees have personally suffered these
22 violations and Defendants are liable to reimburse Plaintiff and other Aggrieved Employees for these
23 costs incurred in furtherance of work duties. Plaintiff further informed and believes, and based
24 thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
25 fraudulent, or oppressive. In addition, Defendants would be liable for civil penalties pursuant to
26 Labor Code sections 558, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k).
27 Defendants would further be liable for civil penalties pursuant to Labor Code section
28 2699(f)(2)(B)(ii).

1 30. Plaintiff is further informed and believes, and based thereon alleges, that Defendants
2 have or had a policy or practice of failing to provide Plaintiff and other Aggrieved Employees with
3 all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at
4 Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required
5 to be provided pursuant to California and local laws. Plaintiff is further informed and believes that
6 the sick pay was not provided at the proper regular of pay as required under California law due to
7 failure to properly calculate the regular rate. Plaintiff is further informed and believes that
8 Defendants also did not permit its use upon request by Plaintiff and other Aggrieved Employees as
9 contemplated under California and local laws, including, without limitation, under Labor Code
10 section 233, that permits its use to attend to an illness of a child, parent, spouse, or domestic partner
11 without retaliation. Plaintiff is additionally informed and believes that the notice requirement of
12 Labor Code section 221, 222 (as it pertains to employees governed by a CBA), 223, 233, 234, 245
13 and 246 involves a mandatory payroll or workplace injury reporting. Plaintiff is thus informed and
14 believes that Defendants violated these Labor Code sections, as well as Labor Code section 1198.
15 As such, Plaintiff and other Aggrieved Employees have personally suffered violations under these
16 sections and Defendants would be liable for civil penalties for violation of the paid sick leave
17 regulations under Labor Code sections 1198 and 2699, as well as equitable, injunctive, or
18 restitutionary relief, and reasonable attorneys' fees and costs. Plaintiff is further informed and
19 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
20 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
21 to Labor Code section 2699(f)(2)(B)(ii).

22 31. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
23 have a policy or practice of failing to pay Plaintiff and other Aggrieved Employees their paid time
24 off and vacation time owed upon separation of employment as wages at their final rate of pay in
25 violation of Labor Code sections 221, 222 (as it pertains to employees governed by a CBA), 223,
26 227.3 and applicable Wage Orders. Plaintiff is thus informed and believes that Defendants violated
27 these Labor Code sections, as well as Labor Code section 1198. As such, Plaintiff and other
28 Aggrieved Employees have personally suffered these violations and Defendants would be liable for

1 civil penalties for violation of Labor Code section 227.3 under Labor Code section 558, 1198 and
2 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further informed and
3 believes, and based thereon alleges, that Defendants' conduct above gave rise to such violations was
4 malicious, fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant
5 to Labor Code section 2699(f)(2)(B)(ii).

6 32. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
7 have a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor
8 Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive,
9 of any calendar month shall be paid for between the 16th and 26th day of the month during which
10 the labor was performed, and labor performed between the 16th and the last day, inclusive of any
11 calendar month, shall be paid for between the 1st and 10th day of the following month." Plaintiff
12 is informed and believes and based thereon alleges that Defendants did not and do not pay Plaintiff
13 and other Aggrieved Employees every day and every workweek in accordance with Labor Code
14 sections 204 and 1198. As such, Plaintiff is informed and believes, and based thereon alleges that
15 Defendants violated Labor Code section 204 and that Plaintiff and other Aggrieved Employees have
16 personally suffered these violations. Plaintiff further informed and believes, and based thereon
17 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
18 oppressive. Plaintiff would be liable for civil penalties pursuant to Labor Code sections 210, 558,
19 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff would further
20 be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

21 33. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
22 have a policy of failing to provide all temporary workers, including without limitation, Plaintiff,
23 with owed wages weekly by not later than the regular payday of the following week. Plaintiff is
24 informed and believes that this has resulted in a violation of Labor Code sections 201.3 and 1198.
25 As a result, pursuant to Labor Code section 201.3, Plaintiff and other Aggrieved Employees have
26 personally suffered violations thereto and Plaintiff would be liable for civil penalties pursuant to
27 Labor Code sections 201.3, 1198 and 2699, or injunctive relief under sections 2699(e)(1) and
28 2699(k). Plaintiff further informed and believes, and based thereon alleges, that Defendants'

1 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
2 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

3 34. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
4 have a policy or practice of failing to provide all working employees, including without limitation
5 Plaintiff, with suitable seats when the nature of the work reasonably permits the use of seats.
6 Plaintiff is further informed and believes, and based thereon alleges that Defendants have failed to
7 place an adequate number of seats in reasonable proximity to the work area and/or permitted
8 Plaintiff and other aggrieved employees to use such seats when it does not interfere with the
9 performance of their duties when employees are not engaged in the active duties of their
10 employment and the nature of their work requires standing. Plaintiff and other Aggrieved
11 Employees have personally suffered these violations. Plaintiff is informed and believes that this has
12 resulted in a violation of Labor Code section 1198. As a result, Plaintiff and other Aggrieved
13 Employees have personally suffered violations thereto and Defendants would be liable for civil
14 penalties under Labor Code sections 1198 and 2699, or injunctive relief under sections 2699(e)(1)
15 and 2699(k). Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
16 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
17 would further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

18 35. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
19 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from using or
20 disclosing the skills, knowledge and experience they obtained with Defendants for purposes of
21 competing with Defendants, including, without limitation, preventing Plaintiff and Aggrieved
22 Employees from disclosing their wages in negotiating a new job with a prospective employer, and
23 from disclosing who else works with Defendants and under what circumstances that they might be
24 receptive to an offer from a rival employer. As such, Plaintiff is informed and believes that this
25 violates Business and Professions Code sections 17200, 16600, and, by virtue thereof, various
26 provisions of the Labor Code, including Labor Code sections 232, 232.5, 1197.5, subdivision (k),
27 and 1198, and that Plaintiff and other Aggrieved Employees have personally suffered these
28 violations. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'

1 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
2 would be liable for civil penalties pursuant to Labor Code sections 1198 and 2699, or injunctive
3 relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties
4 pursuant to Labor Code section 2699(f)(2)(B)(ii).

5 36. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
6 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from disclosing
7 violations of state and federal law, either within Defendants to their managers or outside of
8 Defendants to private attorneys or government officials, among others, in violation of Business and
9 Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. Plaintiff and
10 other Aggrieved Employees personally suffered these violations. In addition, Plaintiff is informed
11 and believes that these policies and/or practices prevent Plaintiff and other Aggrieved Employees
12 from disclosing information about unsafe or discriminatory working conditions, or about wage and
13 hour violations in violation of Labor Code sections 232, 232.5 and 1198. Plaintiff and other
14 Aggrieved Employees personally suffered these violations of the Labor Code, and as such, these
15 violations would expose Defendants to liability for civil penalties pursuant to Labor Code sections
16 1198 and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff is further
17 informed and believes, and based thereon alleges, that Defendants' conduct above gave rise to such
18 violations was malicious, fraudulent, or oppressive. Defendants would further be liable for civil
19 penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

20 37. Plaintiff is informed and believes, and based thereon alleges that Defendants had and
21 have a policy or practice of preventing Plaintiff and other Aggrieved Employees from engaging in
22 lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose
23 wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections
24 96, subdivision (k), 98.6, 232, 232.5, 1197.5, subdivision (k), and 1198. Plaintiff and other
25 Aggrieved Employees personally suffered these violations. Plaintiff is informed and believes that
26 this lawful conduct includes, without limitation, the exercise of Plaintiff and other Aggrieved
27 Employee's constitutional rights of freedom of speech and economic liberty and would thus expose
28 Defendants to liability for civil penalties pursuant to Labor Code sections 1198 and 2699, or

1 injunctive relief under sections 2699(e)(1) and 2699(k). Plaintiff further informed and believes, and
2 based thereon alleges, that Defendants' conduct above gave rise to such violations was malicious,
3 fraudulent, or oppressive. Defendants would further be liable for civil penalties pursuant to Labor
4 Code section 2699(f)(2)(B)(ii).

5 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants,
6 including their agents, managers, superintendents, and/or officers, required Plaintiff and/or
7 Aggrieved Employees to agree, in writing, to terms and conditions known by Defendants (and their
8 agents, managers, superintendents and/or officers) to be prohibited by law, including, without
9 limitation, non-compete agreements, terms known to be illegal in purported arbitration agreements,
10 purported confidentiality agreements, purported severance agreements, or purported release
11 agreements, and other written documents presented for signature and/or assent to Plaintiff and/or
12 Aggrieved Employees by Defendants. And, even more specifically, Plaintiff is informed and
13 believes, and based thereon alleges, that Defendants had and have a practice or policy of requiring
14 Plaintiff and other Aggrieved Employees to agree in writing to confidentiality policies that
15 unlawfully restrain trade by prohibiting employees from speaking with prospective employers about
16 their work with Defendants, including but not limited to their wages and working conditions.
17 Defendants also required Plaintiff and Aggrieved Employees to inform prospective employers of
18 Defendants' restrictions of Plaintiff's and Aggrieved Employees' freedom to work. As a result,
19 Plaintiff is informed and believes that Defendants violated Labor Code sections 432.5, and 1198.
20 As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and other
21 Aggrieved Employees personally suffered these violations, and that Defendants violated, without
22 limitation, Labor Code section 432.5 and Government Code section 12952, entitling Plaintiff and
23 other Aggrieved Employees to damages. Plaintiff further informed and believes, and based thereon
24 alleges, that Defendants' conduct above gave rise to such violations was malicious, fraudulent, or
25 oppressive. Defendants would also be liable for civil penalties pursuant to Labor Code sections
26 432.5, 1198, and 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would
27 further be liable for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

1 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
2 and have a practice or policy of conducting unlawful background checks on prospective and current
3 employees, including without limitation Plaintiff, prior to making a conditional offer. Plaintiff is
4 informed and believes, and based thereon alleges, that Defendants violated applicable laws by,
5 without limitation: requiring job applicants and employees to disclose their conviction history before
6 Defendants made a conditional offer of employment; inquiring into or considering the conviction
7 history of applicants before Defendants made any conditional offers of employment; considering,
8 distributing, or disseminating information about arrests not followed by conviction, referrals to or
9 participation in a pretrial or posttrial diversion program, convictions that have been sealed,
10 dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the
11 convicted person has received a full pardon or has been issued a certificate of rehabilitation, while
12 conducting conviction history background checks in connection with any applications for
13 employment; intending to deny an applicant a position of employment solely or in part because of
14 the applicant's conviction history; and asking applicants for employment to disclose, through any
15 written form or verbally, information concerning or related to an arrest, detention, processing,
16 diversion, supervision, adjudication, or court disposition that occurred while the person was subject
17 to the process and jurisdiction of the juvenile court, to the detriment of Plaintiff and other aggrieved
18 employees. As such, Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and
19 other Aggrieved Employees personally suffered these violations, as well as violation of Labor Code
20 section 1198, and that Defendants violated, without limitation, Labor Code sections 432.7 and 1198,
21 as well as Government Code section 12952, entitling Plaintiff and other Aggrieved Employees to
22 damages. Plaintiff is further informed and believes, and based thereon alleges, that Defendants'
23 conduct above gave rise to such violations was malicious, fraudulent, or oppressive. Defendants
24 would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, 1198, and
25 2699, or injunctive relief under sections 2699(e)(1) and 2699(k). Defendants would further be liable
26 for civil penalties pursuant to Labor Code section 2699(f)(2)(B)(ii).

27 40. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
28 and have a practice or policy of relying on the salary history information of an applicant for

1 employment as a factor in determining whether to offer employment to an applicant or what salary
2 to offer the applicant in violation of Labor Code section 432.3 by including, on Defendants'
3 application for employment, an inquiry regarding current and/or former salary history information,
4 including, without limitation, compensation and benefits of the applicant for employment. Plaintiff
5 is informed and believes that this practice has resulted in unequal pay. Specifically, for this reason,
6 as well as for other reasons, Plaintiff is informed and believes, and based thereon alleges, that
7 Defendants has failed to pay its employees at wage rates less than those paid to employees of the
8 opposite sex and/or another race or ethnicity for substantially similar work, when viewed as a
9 composite of skill, effort, and responsibility, and/or performed under similar working conditions
10 without sufficient legal rationale. Finally, Plaintiff is informed and believes, and based thereon
11 alleges that Employer has discharged and/or discriminated and/or retaliated against Plaintiff and
12 Aggrieved Employees by reason of an action taken by them to invoke or assist in the enforcement
13 of Labor Code section 1197.5. As such, Plaintiff is informed and believes, and based thereon
14 alleges, that Defendants violated, without limitation, Labor Code sections 432.3, 1102.5, 1197.5,
15 and 1198. Plaintiff also alleges that Plaintiff and other Aggrieved Employees personally suffered
16 these violations, and that Plaintiff and other Aggrieved Employees are entitled to damages. Plaintiff
17 further informed and believes, and based thereon alleges, that Defendants' conduct above gave rise
18 to such violations was malicious, fraudulent, or oppressive. Defendants would also be liable for
19 civil penalties pursuant to Labor Code sections 432.3, 1198 and 2699, or injunctive relief under
20 sections 2699(e)(1) and 2699(k). Defendants would further be liable for civil penalties pursuant to
21 Labor Code section 2699(f)(2)(B)(ii).

22 41. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
23 Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate
24 the California Labor Code as described above, including on behalf of Plaintiff and other Aggrieved
25 Employees pursuant to PAGA.

26 **PARTIES**

27 **A. Plaintiff**

28 42. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff

1 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
2 exempt employee. Plaintiff is informed and believes that Plaintiff worked for Defendants from
3 approximately April 26, of 2007 through the present.

4 **B. Defendants**

5 43. Plaintiff is informed and believes and based thereon alleges that defendant
6 CONAGRA is, and at all times relevant hereto was, a limited liability company organized and
7 existing under and by virtue of the laws of the State of California and doing business in the County
8 of Los Angeles, State of California.

9 44. The true names and capacities, whether individual, corporate, associate, or otherwise,
10 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
11 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
12 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
13 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
14 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
15 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
16 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
17 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
18 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
19 other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall
20 include CONAGRA , and any of their parent, subsidiary, or affiliated companies within the State of
21 California, as well as DOES 1 through 100 identified herein.

22 **JOINT LIABILITY ALLEGATIONS**

23 45. Plaintiff is informed and believes, and based thereon alleges, that at all times
24 mentioned herein, each of the defendants was the agent, principal, employee, employer,
25 representative, joint venture or co-conspirator of each of the other defendants, either actually or
26 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,
27 employment, joint venture, and conspiracy.

28 46. All of the acts and conduct described herein of each and every corporate defendant

1 was duly authorized, ordered, and directed by the respective and collective defendant corporate
2 employers, and the officers and management-level employees of said corporate employers. In
3 addition thereto, said corporate employers participated in the aforementioned acts and conduct of
4 their said employees, agents, and representatives, and each of them; and upon completion of the
5 aforesaid acts and conduct of said corporate employees, agents, and representatives, the defendant
6 corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded,
7 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
8 aforementioned corporate employees, agents and representatives.

9 47. Plaintiff is informed and believes, and based thereon alleges, that despite the
10 formation of the purported corporate existence of CONAGRA,, and DOES 1 through 50, inclusive
11 (the “Alter Ego Defendants”), they, and each of them, are one and the same with DOES 51 through
12 100 (“Individual Defendants”), and each of them, due to, but not limited to, the following reasons:

13 a. The Alter Ego Defendants are completely dominated and controlled by the
14 Individual Defendants who personally committed the wrongful and illegal acts and violated the laws
15 as set forth in this Complaint, and who have hidden and currently hide behind the Alter Ego
16 Defendants to perpetrate frauds, circumvent statutes, or accomplish some other wrongful or
17 inequitable purpose;

18 b. The Individual Defendants derive actual and significant monetary benefits by
19 and through the Alter Ego Defendants’ unlawful conduct, and by using the Alter Ego Defendants as
20 the funding source for the Individual Defendants’ own personal expenditures;

21 c. Plaintiff is informed and believes, and thereon alleges, that the Individual
22 Defendants and the Alter Ego Defendants, while really one and the same, were segregated to appear
23 as though separate and distinct for purposes of perpetrating a fraud, circumventing a statute, or
24 accomplishing some other wrongful or inequitable purpose;

25 d. Plaintiff is informed and believes, and thereon alleges, that the business affairs
26 of the Individual Defendants and the Alter Ego Defendants are, and at all relevant times mentioned
27 herein were, so mixed and intermingled that the same cannot reasonably be segregated, and the same
28 are inextricable confusion. The Alter Ego Defendants are, and at all relevant times mentioned herein

1 were, used by the Individual Defendants as mere shells and conduits for the conduct of certain of
2 their, and each of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
3 herein were, the alter egos of the Individual Defendants;

4 e. The recognition of the separate existence of the Individual Defendants from
5 the Alter Ego Defendants would promote injustice insofar that it would permit these defendants to
6 insulate themselves from liability to Plaintiff for violations to the Civil Code, Government Code,
7 and other statutory violations. The corporate existence of these defendants should thus be
8 disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud
9 and injustice to Plaintiff herein;

10 f. Accordingly, the Alter Ego Defendants constitute the alter ego of the
11 Individual Defendants (and vice versa), and the fiction of their separate corporate existence must be
12 disregarded.

13 48. As a result of the aforementioned facts, Plaintiff is informed and believes, and based
14 thereon alleges that Defendants, and each of them, are joint employers.

15 49. Moreover, Plaintiff is informed and believes, and based thereon alleges, that
16 Individual Defendants, and each of them, are liable for the civil penalties, or some of them, described
17 herein because Individual Defendants, and each of them, caused or are otherwise contributed to the
18 violations described herein, or some of them.

19 **FIRST AND ONLY CAUSE OF ACTION**

20 **(Civil Penalties Under the Private Attorneys General Act (2004) – Against All Defendants)**

21 50. Plaintiff re-alleges and incorporates by reference all of the allegations set forth in the
22 preceding paragraphs as though fully set forth hereat.

23 **Civil Penalties Under Labor Code § 210**

24 51. At all relevant times herein, Labor Code section 204, requires and required that:
25 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
26 between the 16th and 26th day of the month during which the labor was performed, and labor
27 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
28 between the 1st and 10th day of the following month.”

1 52. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
2 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
3 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
4 204, 204b, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation,
5 one hundred dollars (\$100) for each failure to pay each employee” and “(2) For each subsequent
6 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay
7 each employee, plus 25 percent of the amount unlawfully withheld.”

8 53. At all relevant times herein, Defendants have had a consistent policy or practice of
9 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
10 per Labor Code section 204 including, without limitation, for the reasons and in a manner set forth
11 in the preceding paragraphs. Thus, pursuant to Labor Code section 210, Plaintiff and other
12 Aggrieved Employees are entitled to recover as civil penalties injunctive relief and monetary civil
13 penalties in the amount of one hundred dollars (\$100) for each Aggrieved Employee for each initial
14 violation per employee, and two hundred dollars (\$200) for each failure to pay each employee, plus
15 25 percent of the amount unlawfully withheld for each Aggrieved Employee for each subsequent
16 violation in connection with each payment that was made in violation of Labor Code section 204.

17 Civil Penalties Under Labor Code § 226.3

18 54. Defendants had and have a policy or practice of failing to comply with Labor Code
19 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
20 with itemized wage statements that accurately reflect gross wages earned; total hours worked; net
21 wages earned; the name and address of each employer with whom they have been placed to work;
22 all applicable hourly rates in effect during the pay period and the corresponding number of hours
23 worked at each hourly rate; the legal name of the employer and/or the name and address of the legal
24 entity securing the employer’s services if the employer is a farm labor contractor; and other such
25 information as required by Labor Code section 226, subdivision (a) to the extent it does not include
26 for piece-rate work the information required therein including, without limitation, the quantity, rate
27 and units worked per piece, as well as separately itemized non-productive time and rest and recovery
28 periods.

55. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

56. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in this section are in addition to any other penalty provided by law.”

57. Plaintiff is informed and believes, and based thereon alleges, that Defendants had and have a policy or practice of failing to furnish Aggrieved Employees with itemized wage statements as set forth in the preceding paragraphs.

58. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay period for each subsequent violation.

Violation of Labor Code § 558

59. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil penalty as follows:

- (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and 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;
- (3) Wages recovered pursuant to this section shall be paid to the affected employee.”

60. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and

1 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
2 causing Plaintiff and other Aggrieved Employees not to: be paid with the rates of pay and overtime
3 rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the
4 regular payday designated by employer, the name of the employer, including any “doing business
5 as” names used, the name, address, and telephone number of the workers’ compensation insurance
6 carrier, information regarding paid sick leave, and other pertinent information.

7 61. As a direct and proximate result of the herein-described Labor Code violations,
8 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
9 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
10 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
11 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

12 Violation of Labor Code § 1174.5

13 62. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required
14 every person employing labor in California to “[a]llow any member of the commission or the
15 employees of the Division of Labor Standards Enforcement free access to the place of business or
16 employment of the person to secure any information or make any investigation that they are
17 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
18 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
19 or papers of the person.”

20 63. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
21 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
22 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
23 member of the commission or employees of the division to inspect records pursuant to subdivision
24 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

25 64. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
26 willfully failed to keep adequate or accurate time records including wage statements and similar
27 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
28 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records

1 under Labor Code section 1174.

2 65. As a direct and proximate result of the herein-described Labor Code violations,
3 pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to
4 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five
5 hundred dollars (\$500) per violation per pay period per Aggrieved Employee.

6 Violation of Labor Code § 1197.1

7 66. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other
8 person acting either individually or as an officer, agent, or employee of another person, who pays
9 or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or
10 local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages,
11 liquidated damages payable to the employee, and any applicable penalties imposed pursuant to
12 Section 203 as follows:

- 13 (1) For any initial violation that is intentionally committed, one hundred dollars
14 (\$100) for each underpaid employee for each pay period for which the
15 employee is underpaid. This amount shall be in addition to an amount
16 sufficient to recover underpaid wages, liquidated damages pursuant to Section
17 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 18 (2) For each subsequent violation for the same specific offense, two hundred fifty
19 dollars (\$250) for each underpaid employee for each pay period for which the
20 employee is underpaid regardless of whether the initial violation is
21 intentionally committed. This amount shall be in addition to an amount
22 sufficient to recover underpaid wages, liquidated damages pursuant to Section
23 1194.2, and any applicable penalties imposed pursuant to Section 203.
- 24 (3) Wages, liquidated damages, and any applicable penalties imposed pursuant to
25 Section 203, recovered pursuant to this section shall be paid to the affected
26 employee."

27 67. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused
28 Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without

1 limitation, routinely failing to pay Plaintiff or other Aggrieved Employees' minimum wages for all
2 hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to
3 accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of
4 time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at
5 the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock,
6 entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

7 68. As a direct and proximate result of the herein-described Labor Code violations,
8 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
9 recover civil penalties for Defendants' herein-described Labor Code violations in the amount of one
10 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
11 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
12 subsequent violation.

13 Civil Penalties Under Labor Code § 2699

14 69. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
15 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
16 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
17 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
18 action brought by an aggrieved employee on behalf of himself or herself and other current or former
19 employees pursuant to the procedures specified in Labor Code section 2699.3.

20 70. Plaintiff is informed and believes, and based thereon alleges that Defendants, and
21 each of them, violated the Labor Code sections described in the preceding paragraphs.

22 71. As such, Plaintiff and aggrieved employees are entitled to injunctive relief, one
23 hundred dollars (\$100) for each Aggrieved Employee for each pay period in the PAGA Period, and
24 two hundred dollars (\$200) for each Aggrieved Employee for each pay period in the PAGA Period
25 to the extent Defendants' conduct is found to be malicious, fraudulent and/or oppressive.

26 72. Moreover, Plaintiff and other Aggrieved Employees within the State of California
27 whom he seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
28 connection with their herein-described claims for civil penalties.

1 **PRAYER**

2 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
3 judgment against Defendants as follows:

- 4 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
5 1174.5, 1197.1, and 2699;
- 6 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
7 210, 226.3, 558, 1174.5, 1197.1, and 2699;
- 8 C. For equitable, including, without limitation, injunctive relief;
- 9 C. Pre-judgment and post-judgment interest;
- 10 D. For costs of suit incurred herein; and
- 11 E. Such other and further relief as the Court deems just and proper.

12 Dated: August 14, 2025

BIBIYAN LAW GROUP, P.C.

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14 BY: */s/ Sareen Khakh*

15 _____
16 MOLLY DESARIO
17 CALYN HADLOCK
18 SAREEN KHAKH

19 Attorneys for Plaintiff MARGARITA RUIZ,
20 as an aggrieved employee, and on behalf of all
21 other aggrieved employees under the Labor
22 Code Private Attorneys General Act of 2004,
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