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VENTURA SUPERIOR COURT

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VENTURA SUPERIOR COURT

FILED

11/18/2024

Brenda L. McCormick
Executive Officer and Clerk

Alex Lopez

Attorneys for Plaintiff Laura Acosta,
on behalf of herself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

LAURA ACOSTA, on behalf of herself and all
"aggrieved employees" pursuant to Labor
Code § 2698 *et seq.*,

Plaintiff,

v.

SEASONS CATERING, INC., a California
corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 2024CUOE033324

REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF LABOR
CODE §§ 201, 202, 226(a), 226.7, 510, 1194, AND
2802 AND PURSUANT TO LABOR CODE §
2699(a) FOR VIOLATIONS OF LABOR CODE
§§ 226.3 AND 558

By Fax

1 Plaintiff LAURA ACOSTA (“Plaintiff”), on behalf of herself and others as an “aggrieved
2 employee” under the Labor Code Private Attorneys General Act of 2004, complains of SEASONS
3 CATERING, INC., a California corporation, and any subsidiaries or affiliated companies (hereinafter
4 referred to as “Defendants”) as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other non-exempt California employees who currently work or formerly worked for
9 Defendants (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay all minimum and overtime wages earned during the course of
15 employment, in violation of Labor Code §§ 510, 558, and 1194. Plaintiff and Aggrieved
16 Employees were required to work off-the-clock and without compensation because
17 Defendants did not compensate them for all hours worked—they were required to show up
18 early at Defendants’ main kitchen (approximately 90 mins before their shift) to load a
19 company van and then be transported to the event. Only once they arrive at the event are they
20 able to clock in. At the end of the event, Plaintiff and Aggrieved Employees clock out, reload
21 the van, and then are transported back to the kitchen. However, none of this time was
22 compensated even though Defendants are required to pay them since an employer is obligated
23 to pay the wages of an hourly employee for all time that the employee is under the control of
24 the employer, and this includes all the time the employee is suffered or permitted to work,
25 whether or not required to do so. When Plaintiff and Aggrieved Employees worked off-the-
26 clock before they were able to actually clock in and after they clocked out, they were under
27 the control of Defendants and required to be compensated for all hours worked. These
28 instances deprived Plaintiff and other Aggrieved Employees of significant hours worked and

1 wages due, and constitute violations of Labor Code §§ 510, 558, and 1194 and IWC Wage
2 Order 4-2001;

3 b. Failing to pay correct premium wages to Plaintiff and Aggrieved Employees
4 who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No.
5 4-2001. Plaintiff and Aggrieved Employees were routinely unable to take a 10-minute rest
6 period for every four (4) hours of work or major fraction thereof but were not paid premium
7 wages of one hour's pay for each missed rest period. They were simply denied and not
8 authorized to take their legally entitled rest periods and were never paid premium wages for
9 missed rest periods. This violates Labor Code § 226.7 and IWC Wage Order No. 4-2001;

10 c. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary
11 business expenses incurred in direct consequence of the discharge of their duties, in violation
12 of Labor Code § 2802, including, but not limited to, cellular phone expenses and automobile
13 expenses (maintenance, insurance, gas). Specifically, Plaintiff and Aggrieved Employees
14 were required to use their cellular phone to clock in and out for their shifts and drive their own
15 automobile between jobsites/work locations, but were not reimbursed for these expenses.
16 Labor Code § 2802 states that an employer must indemnify its employees for all necessary
17 expenditures or losses incurred by the employee in direct consequence of the discharge of
18 their duties. These instances violate Labor Code § 2802;

19 d. Failing to provide Plaintiff and other Aggrieved Employees with wage
20 statements that fully and accurately itemized the requirements set forth in Labor Code §§
21 226(a) and 226.3. Plaintiff and other Aggrieved Employees are not paid all wages due, as
22 stated above. As such, the wage statements provided by Defendants fail to accurately state all
23 gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked,
24 in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor
25 Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period
26
27
28

1 and the corresponding number of hours worked, in violation of Labor Code §§ 226(a)(9) and
2 226.3; and

3 e. Failing to pay Plaintiff and certain Aggrieved Employees all wages due at the
4 separation of their employment based on the time frames required by Labor Code §§ 201-202.
5 As stated above, Plaintiff and Aggrieved Employees were not paid all wages due during the
6 course of their employment and, as a result of this failure, they were not timely paid all wages
7 due at the separation of their employment. This violates Labor Code §§ 201-202 and is alleged
8 on behalf of Plaintiff and those Aggrieved Employees no longer employed by Defendants.
9

10 3. Plaintiff, on behalf of herself and all Aggrieved Employees pursuant to Labor Code §
11 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

12 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
13 The Labor Code violations alleged against Defendants herein arose in Ventura County, California.

14 III.

15 PARTIES

16 A. Plaintiff

17 5. Plaintiff LAURA ACOSTA was employed by Defendants from January 2000 through
18 May 2024 in Ventura County, California.

19 B. Defendant

20 6. Defendant SEASONS CATERING, INC. is a California corporation that employed
21 Plaintiff and Aggrieved Employees in Ventura County, California.

22 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
23 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
24 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
25 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
26 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
27 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
28 designated hereinafter as DOES when such identities become known.

8. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of the Defendants is legally attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 510, 1194, AND 2802 AND PURSUANT TO LABOR
CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3 AND 558

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 1194, and 2802; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

13. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

14. On September 12, 2024, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of September 12, 2024. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees she seeks to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;
2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;
3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and
4. Such other and further relief as this Court may deem just and proper.

Dated: November 18, 2024

Respectfully submitted,

GAINES LAW CORPORATION

By: 
EVAN S. GAINES
Attorneys for Plaintiff