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ELECTRONICALLY FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT
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By: Elda Ramirez, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

GUADALUPE BERNABE ALMAZAN, as an
individual, and on behalf of all others similarly
situated,

Plaintiff,

v.

FULL STEAM STAFFING, LLC, a Florida
limited liability company; POM
WONDERFUL HOLDINGS, LLC, a Delaware
limited liability company; POM
WONDERFUL, LLC, a Delaware limited
liability company; WONDERFUL
POMEGRANATE ORCHARDS, LLC a
Delaware limited liability company; and DOES
1 through 100, inclusive,

Defendants.

Case No. CIVSB2434150

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512)**
- (4) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (5) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, et seq.);**
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, et seq.); AND**
- (7) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 et seq.).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Guadalupe Bernabe Almazan (hereinafter “Plaintiff”), as an individual, and on
2 behalf of all others similarly situated, hereby brings this Class Action Complaint against Full
3 Steam Staffing, LLC, a Florida limited liability company; Pom Wonderful Holdings, LLC, a
4 Delaware limited liability company; Pom Wonderful, LLC, a Delaware limited liability company;
5 Wonderful Pomegranate Orchards, LLC, a Delaware limited liability company; and DOES 1 to
6 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

7 **JURISDICTION**

8 1. Plaintiff hereby brings this Class Action Complaint for recovery of unpaid wages
9 and penalties under California Business and Professions Code § 17200 *et seq.*, Labor Code §§
10 201-204, 226 *et seq.*, 226.2, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.* and
11 Industrial Welfare Commission Wage Order 14 (“Wage Order 14”), in addition to seeking
12 declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil
13 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
14 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in the County of San Bernardino. Defendants own, maintain offices, transact business,
19 have an agent or agents within the County of San Bernardino, and/or otherwise are found within
20 the County of San Bernardino, and Defendants are within the jurisdiction of this Court for
21 purposes of service of process.

22 **PARTIES**

23 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
24 Plaintiff was and currently is a California resident. During the four years immediately preceding
25 the filing of the Complaint in this action and within the statute of limitations periods applicable
26 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
27 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
28 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code

1 §§ 201-204, 226 *et seq.*, 226.2, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*,
2 California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage
3 Order 14, which sets employment standards for the agricultural industries.

4 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
5 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
6 continue to do) business in the agricultural industry, employed Plaintiff within San Bernardino
7 County, made payroll decisions within San Bernardino County and the state of California and,
8 therefore, were (and are) doing business in San Bernardino County and the State of California.

9 5. Plaintiff does not know the true names or capacities, whether individual, partner,
10 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
11 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
12 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
13 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
14 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
15 and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the
16 unlawful employment practices, wrongs, injuries and damages complained of herein.

17 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

19 7. At all times herein mentioned, each of said Defendants participated in the doing
20 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
21 Defendants, and each of them, were the agents, servants, and employees of each and every one of
22 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
23 were acting within the course and scope of said agency and employment. Defendants, and each
24 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
25 omissions complained of herein.

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiffs and
2 all members of the Classes.

3 9. As stated above, Pom Wonderful Holdings, LLC; POM Wonderful LLC and
4 Wonderful Pomegranate Orchards, LLC (collectively the “Pom Wonderful entities”) are also
5 jointly liable with Full Steam Staffing, LLC for all civil legal responsibility and civil liability for
6 the payment of wages, including all sums payable to an employee or the state of California based
7 upon any failure to pay wages, pursuant to Labor Code §2810.3.

8 **GENERAL FACTUAL ALLEGATIONS**

9 10. Plaintiff began her employment with Defendants at POM Wonderful entities’ Del
10 Rey location in approximately October 2017. Plaintiff worked with Defendants seasonally for 3
11 or 4 months between approximately October through December or January of each year, except
12 for 2022. Plaintiff worked with Defendants through approximately November 10, 2023. Plaintiff
13 worked for Defendants as a packer packing pomegranates. Plaintiff was generally scheduled to
14 work for 6 or 7 days per week from approximately 5:30 a.m. to 1:30 p.m. and often worked longer.

15 11. Throughout the duration of Plaintiff’s employment with Defendants, Plaintiff and
16 other non-exempt employees were not paid for all hours worked as Defendants would not
17 accurately keep track of their actual hours worked. Upon information and belief, the time records
18 maintained by Defendants were not reflective of the actual number of hours that Plaintiff and
19 other non-exempt employees actually worked. Plaintiff and other non-exempt employees clocked
20 in on a time clock. Defendants instructed Plaintiff and other non-exempt employees to arrive at
21 the job site 10 minutes before their scheduled start time. Despite arriving early, Plaintiff and
22 other non-exempt employees could not clock in any earlier than 5 minutes before their scheduled
23 start times. On a near-daily basis, Plaintiff and other non-exempt employees spent at least 5 or 6
24 minutes waiting to clock in at the beginning of the work day without compensation. Overall,
25 Plaintiff estimates that she and other non-exempt employees spent at least approximately 35
26 minutes each week working off the clock.

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1 12. Furthermore, Plaintiff and other non-exempt employees worked weekly overtime
2 hours, based on the requirements of Wage Order 14, but did not receive overtime compensation
3 equal to one and one-half times their regular rates of pay for all overtime hours worked. As
4 described above, Plaintiff estimates that she and other non-exempt employees spent at least
5 approximately 35 minutes each week working off the clock. Plaintiff and other non-exempt
6 employees did not receive overtime compensation for this time worked. As a result, Defendants
7 failed to ensure that Plaintiff and other non-exempt employees were being paid at least the
8 minimum wage for all hours actually worked, and failed to ensure that Plaintiff and other non-
9 exempt employees received proper overtime wages for all overtime hours worked, in compliance
10 with Wage Order 14.

11 13. Defendants also did not provide Plaintiffs and other non-exempt employees with
12 a legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally
13 compliant second meal period when they worked shifts longer than 10 hours. Further, upon
14 information and belief, Defendants did not keep track of the end times of the meal periods taken
15 by Plaintiff and other non-exempt employees as Plaintiff and other non-exempt employees spent
16 approximately 1 to 5 minutes each day waiting to clock back in from their meal periods. Plaintiff
17 estimates that at least once per week, she and other employees had to begin waiting in line to
18 clock back in from their meal periods less than 30 minutes after starting their meal periods. Even
19 though Plaintiff and other non-exempt employees occasionally worked more than 10 hours in a
20 work day, Plaintiff does not recall receiving a second meal period. Despite Defendants' failure
21 to provide Plaintiff and other non-exempt employees with all lawful meal periods due to their
22 uniform and unlawful practices, Defendants did not provide Plaintiff and other non-exempt
23 employees with an hour of pay at their regular rate for each meal period violation as required by
24 Labor Code § 226.7. Upon information and belief, during at least a portion of the class period,
25 Defendants maintained no payroll code or another mechanism for the payment of meal period
26 premiums in the event Plaintiff and other non-exempt employees were not authorized to take
27 lawful meal periods.
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1 14. Defendants have maintained inaccurate payroll records, failed to timely pay all
2 wages owed to employees, and failed to timely pay separating employees at the time of their
3 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure
4 to accurately compensate Plaintiff and other non-exempt employees for all minimum and
5 overtime wages, and failure to pay premium pay for failing to provide all required meal periods.

6 15. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
7 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
8 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
9 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
10 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
11 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
12 only the last four digits of his or her social security number or an employee identification number
13 other than a social security number, (8) the name and address of the legal entity that is the
14 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
15 number of hours worked at each hourly rate by the employee.
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17 16. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
18 by failing to provide Plaintiff and other aggrieved employees written notices, in the language
19 normally used to communicate employment related information to the employees, containing
20 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
21 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
22 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
23 employer; vii) identifying information for the employer's workers' compensation insurance
24 carrier; and viii) information informing the employee of their right to accrue and use paid sick
25 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
26 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

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1 **CLASS ACTION ALLEGATIONS**

2 17. **Class Definitions:** Plaintiff bring this action on behalf of herself and the following
3 Classes pursuant to § 382 of the Code of Civil Procedure:

- 4 a. The Minimum Wage Class consists of all current and former non-exempt
5 employees of i) Full Steam Staffing, LLC who performed work for POM
6 Wonderful LLC at POM Wonderful LLC's Del Rey location and/or ii) POM
7 Wonderful LLC directly at its Del Rey location, in California and were subject to
8 Defendants' timekeeping systems and/or practices during the four years
9 immediately preceding the filing of this lawsuit through the present.
- 10 b. The Overtime Wage Class consists of all current and former non-exempt
11 employees of i) Full Steam Staffing, LLC who performed work for POM
12 Wonderful LLC at POM Wonderful LLC's Del Rey location and/or ii) POM
13 Wonderful LLC directly at its Del Rey location, in California and who worked
14 overtime hours during the four years immediately preceding the filing of this
15 lawsuit through the present.
- 16 c. The Meal Period Class consists of all current and former non-exempt employees
17 of i) Full Steam Staffing, LLC who performed work for POM Wonderful LLC at
18 POM Wonderful LLC's Del Rey location and/or ii) POM Wonderful LLC directly
19 at its Del Rey location, in California and worked at least one shift in excess of 5.0
20 hours without a meal period of at least 30 minutes in duration commencing prior
21 to the conclusion of the fifth hour of work, and who do not have a corresponding
22 meal period premium payment made for such shifts, and who do not have a
23 corresponding meal period premium payment made for such shifts during the four
24 years preceding the filing of this lawsuit through the present.
- 25 d. The Wage Statement Class consists of all members of the Minimum Wage Class,
26 Overtime Class, and/or Meal Period Class who received a wage statement from
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Defendants during the one year immediately preceding the filing of this lawsuit through the present.

- e. The Waiting Time Class consists of all formerly employed non-exempt employees of i) Full Steam Staffing, LLC who performed work for POM Wonderful LLC at POM Wonderful LLC's Del Rey location and/or ii) POM Wonderful LLC directly at its Del Rey location, in California and were subject to Defendants' timekeeping systems and/or practices, during the three years immediately preceding the filing of this lawsuit through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

- i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and Wage Order 14 by requiring members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;

- 1 iv. Whether Defendants provided all legally compliant meal periods to members of
2 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 3 v. Whether Defendants provided accurate, itemized wage statements to members of
4 the Classes; and
- 5 vi. Whether Defendants’ policies and/or practices for the timing and amount of
6 payment of final wages to members of the Waiting Time Class at the time of
7 separation from employment were lawful.

8 20. **Predominance of Common Questions:** Common questions of law and fact
9 predominate over questions that affect only individual members of the Classes. The common
10 questions of law set forth above are numerous and substantial and stem from Defendants’ policies
11 and/or practices applicable to each individual class member, such as Defendants’ uniform
12 timekeeping policies and practices, meal period policies and practices, non-reimbursement
13 policies and practices, and the policies and practices regarding the timely payment of final wages.
14 As such, the common questions predominate over individual questions concerning each
15 individual class member’s showing as to his or her eligibility for recovery or as to the amount of
16 his or her damages.

17 21. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
18 Plaintiff was employed by Defendants as a non-exempt employee in California during the
19 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
20 herein, Plaintiff, like the members of the Classes, was subject to Defendants’ meal period and
21 timekeeping policies and practices, and was not paid all wages earned at the time of her separation
22 of employment.

23 22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
24 to represent fairly and adequately the interests of the members of the Classes. Moreover,
25 Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the members of
26 the Classes and Plaintiff. Plaintiff’s attorneys have prosecuted and defended numerous wage-
27 and-hour class actions in state and federal courts in the past and are committed to vigorously
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1 prosecuting this action on behalf of the members of the Classes.

2 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves
3 an important public interest in establishing minimum working conditions and standards in
4 California. These laws and labor standards protect the average working employee from
5 exploitation by employers who have the responsibility to follow the laws and who may seek to
6 take advantage of superior economic and bargaining power in setting onerous terms and
7 conditions of employment. The nature of this action and the format of laws available to Plaintiff
8 and members of the Classes make the class action format a particularly efficient and appropriate
9 procedure to redress the violations alleged herein. If each employee were required to file an
10 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
11 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
12 their vastly superior financial and legal resources. Moreover, requiring each member of the
13 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
14 employees who would be disinclined to file an action against their former and/or current employer
15 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
16 employment. Further, the prosecution of separate actions by the individual class members, even
17 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
18 with respect to the individual class members against Defendants herein; and which would
19 establish potentially incompatible standards of conduct for Defendants; and/or legal
20 determinations with respect to individual class members which would, as a practical matter, be
21 dispositive of the interest of the other class members not parties to adjudications or which would
22 substantially impair or impede the ability of the class members to protect their interests. Further,
23 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
24 individual prosecution considering all of the concomitant costs and expenses attending thereto.
25 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
26 Civil Procedure.
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FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25. Wage Order 14, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 14.

26. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

27. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but not limited to, unpaid wages and lost interest in an amount to be established at trial, and are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 14.

28. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit

1 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
2 Procedure § 1021.5.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY ALL OVERTIME WAGES**

5 **(AGAINST ALL DEFENDANTS)**

6 29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

7 30. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
8 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
9 overtime hours worked, and provide a private right of action for the failure to pay all overtime
10 compensation for overtime work performed.

11 31. At all times relevant herein, Defendants were required to properly compensate
12 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
13 Labor Code § 1194 and Wage Order 14. Wage Order 14, § 3 requires an employer to pay overtime
14 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
15 in the Wage Order.

16 32. The foregoing policies and practices are unlawful and create entitlement to
17 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
18 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
19 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 14, and
20 Code of Civil Procedure § 1021.5.

21 **THIRD CAUSE OF ACTION**

22 **MEAL PERIOD VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 33. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants
26 failed in their affirmative obligation to provide all of their non-exempt employees in California,
27 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods
28 in accordance with the mandates of the California Labor Code and Wage Order 14, § 11. Despite

Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal Period Class at their respective regular rate of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

35. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 14, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

37. This cause of action is brought pursuant to Labor Code §§ 201-203, which requires an employer to pay all wages immediately at the time of termination of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

38. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, unpaid and/or underpaid overtime and minimum wages owed, and meal period premium wages. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

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1 39. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their
2 earned wages upon separation from employment results in a continued payment of wages up to
3 thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time
4 Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees
5 and costs of suit.

6 **FIFTH CAUSE OF ACTION**
7 **WAGE STATEMENT VIOLATIONS**
8 **(AGAINST ALL DEFENDANTS)**

9 40. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

10 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
11 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
12 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
13 number of hours worked, and meal period premiums in violation of Labor Code § 226 et seq.

14 42. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with
15 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
16 among other things, the non-payment of all minimum wages, overtime wages, meal period
17 premium wages, and deprived them of the information necessary to identify the discrepancies in
18 Defendants' reported data.

19 43. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage
20 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226
21 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
22 according to California Labor Code § 226 et seq.

23 **SIXTH CAUSE OF ACTION**
24 **UNFAIR COMPETITION**
25 **(AGAINST ALL DEFENDANTS)**

26 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 45. Defendants have engaged and continue to engage in unfair and/or unlawful
28 business practices in California in violation of California Business and Professions Code § 17200

et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all required meal periods, or pay premium payments in lieu thereof, failing to furnish accurate wage statements, and willfully failing to timely pay Plaintiff and members of the Waiting Time class all final wages due upon separation of employment.

46. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

47. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

48. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

49. Plaintiff is compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

50. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

51. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"

1 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
2 employees, brings this representative action against Defendants to recover the civil penalties due
3 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
4 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
5 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
6 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
7 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
8 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
9 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
10 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
11 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
12 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
13 subsequent violation per employee per pay period for those violations of the Labor Code for which
14 no civil penalty is specifically provided, based on the following Labor Code violations:

- 16 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
17 Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-
18 552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 19 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
20 earned overtime compensation in violation of Labor Code §§ 204, 510, 558,
21 1194, and 1198;
- 22 c. Failing to authorize and permit all legally required rest periods, and failure to
23 pay rest period premium wages, to Plaintiff, the Rest Period Class, and other
24 aggrieved employees at the regular rate of compensation in violation of Labor
25 Code §§ 226.7, 516 and 558;
- 26 d. Failing to provide all legally required meal periods, and failure to pay meal
27 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
28 employees at the regular rate of compensation in violation of Labor Code §§

226.7, 512, and 1198;

- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- g. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- h. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees in violation of Labor Code § 2810.5; and
- i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

52. On October 25, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 51 (a)-(i). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

53. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which she is entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for themselves and for all others on whose behalf this suit brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and Wage Order 14 § 5(A);
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 14 § 5(A);
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
9. Upon the Sixth Cause of Action, for restitution to Plaintiff of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
10. Upon the Seventh Cause of Action, for (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent

1 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
2 each initial violation and \$200 for each subsequent violation per employee per pay period for the
3 violations of the Labor Code Sections cited in Labor Code § 2699.5;

4 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor
5 Code § 218.6 and Civil Code §§ 3287 and 3289;

6 12. On all causes of action, for attorneys' fees and costs as provided by the Labor Code
7 and Code of Civil Procedure § 1021.5; and

8 13. For such other and further relief the Court may deem just and proper.
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11 Dated: February 6, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

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13 By:



Daniel J. Brown
Kathleen J. Becket
Attorneys for Plaintiff

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18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

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21 Dated: February 6, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

22
23 By:



Daniel J. Brown
Kathleen J. Brown
Attorneys for Plaintiff