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County of Imperial

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Attorney for Plaintiffs,
MARIA DE LOS ANGELES PUERTA, on behalf
of all others similarly situated,

Assigned for All Purposes Including Trial To:

Hon. L. Brooks Anderholt

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

MARIA DE LOS ANGELES PUERTA, on
behalf of all others similarly situated,

Plaintiffs,

v.

MAINAS FARMS, LLC, a California limited
liability company; and DOES 1 through 20,
inclusive,

Defendants.

CLASS ACTION COMPLAINT

Case No. ECU003867

- 1. FAILURE TO PAY WAGES (CAL. LABOR CODE §§201, 1194);**
- 2. FAILURE TO PAY MINIMUM WAGES (CAL. LABOR CODE §§1182.12, 1194, 1194.2, 1197);**
- 3. FAILURE TO PAY OVERTIME COMPENSATION (CAL. LABOR CODE §§510, 1194);**
- 4. FAILURE TO PROVIDE REST PERIODS (CAL. LABOR CODE §§226.7);**
- 5. FAILURE TO PROVIDE MEAL PERIODS (CAL. LABOR CODE § 512);**
- 6. FAILURE TO PROVIDE ITEMIZED WAGE AND HOUR STATEMENTS (CAL. LABOR CODE §§226, ET SEQ.);**
- 7. WAITING TIME PENALTIES (CAL. LABOR CODE §§201-203);**
- 8. UNFAIR COMPETITION (BUS. & PROF. CODE §17200 ET SEQ.).**

DEMAND OVER \$35,000

DEMAND FOR JURY TRIAL

1 PLAINTIFF, MARIA DE LOS ANGELES PUERTA, an individual on behalf of herself and
2 also on behalf of all others similarly situated (hereinafter collectively referred to as “Plaintiffs”), hereby
3 files this Complaint against Defendant MAINAS FARMS, LLC, a California limited liability company,
4 and DOES 1 through 20 (hereinafter referred to as “Defendant” or “Employer”). Plaintiffs are
5 informed and believe, and thereon allege as follows:

6 7 **INTRODUCTION**

8 1. This is a civil action seeking recovery for Defendants’ violations of the California Labor
9 Code, California Business and Professions Code (“B&PC”), the applicable Wage Orders issued by the
10 California Industrial Welfare Commission (hereinafter, the “IWC Wage Orders”) and related common
11 law principles.

12 2. Plaintiffs’ action seeks monetary damages and injunctive relief, including full restitution
13 from Defendants as a result of Defendants’ unlawful, fraudulent and/or unfair business practices.

14 3. The acts complained of herein occurred, occur and will occur, at least in part, within the
15 time period from December 9, 2020 up to and through the time of trial for this matter. This is hereinafter
16 the “Class Period.”

17 4. The “Class Plaintiffs” are all current and former non-exempt employees, who were
18 employed by Defendants from on or about December 9, 2020, up to and through the time of trial in this
19 matter.

20 21 **JURISDICTION AND VENUE**

22 5. This Court is the proper court pursuant to CCP §295(a) and CCP §395.5, and this action
23 is properly filed in Imperial County, because Defendant’s obligations and liability arise therein, because
24 Defendant maintain offices and transact business within Imperial County, and because the work that is
25 the subject of this action was performed by Class Plaintiffs in Imperial County.

26 6. The California Superior Court has jurisdiction in this matter because both the individual
27 and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits
28 of the Superior Court and will be established at trial, according to proof.

1 7. The California Superior Court also has jurisdiction in this matter because during their
2 employment with Defendants, Class Plaintiffs were all California citizens and Defendant MAINAS
3 FARMS, LLC conducted and transacted business throughout Imperial County. Further there is no federal
4 question at issue, as the issues herein are based solely on California statutes and law.

5
6 **THE PARTIES**
7 **PLAINTIFF PUERTA**
8

9 8. Plaintiff MARIA DE LOS ANGELES PUERTA (“PUERTA”) is an individual over the
10 age of eighteen (18) and is now and at all times mentioned in this Complaint was a citizen of the State of
11 California.

12 9. Plaintiff PUERTA has worked for Defendants as an farm worker from on or about May
13 2008 to June 10, 2024, within the County of Imperial, State of California.

14
15 **DEFENDANT MAINAS FARMS, LLC**

16 10. Defendant MAINAS FARMS, LLC was and is a California limited liability company
17 doing business at 1535 Barbara Worth Road, Holtville, in the County of Imperial, State of California.
18 At all relevant times, Defendant MAINAS FARMS, LLC employed 26 or more employees.

19
20 **DOES 1 – 20, INCLUSIVE**

21 11. DOES 1 to 20, inclusive are now, and/or at all times mentioned in this Complaint were
22 licensed to do business and/or actually doing business in California.

23 12. Class Plaintiffs do not know the true names or capacities, whether individual, partner or
24 corporate, of DOES 1 to 20, inclusive and for that reason, DOES 1 to 20 are sued under such fictitious
25 names pursuant to CCP §474.

26 13. Class Plaintiffs will seek leave of court to amend this Complaint to allege such names and
27 capacities as soon as they are ascertained.
28

ALL DEFENDANTS

14. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were in some manner legally responsible for the events, happenings, and circumstances alleged in this Complaint.

15. Defendants, and each of them, proximately subjected Plaintiffs to the unlawful practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

16. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were the agents, servants and/or employees of some or all other Defendants, and vice-versa, and in doing the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this Complaint were acting within the course and scope of that agency, servitude and/or employment.

17. Defendants, and each of them, are now and/or at all times mentioned in this Complaint were members of and/or engaged in a joint venture, partnership, and common enterprise, and were acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise.

18. Defendants, and each of them, at all times mentioned in this Complaint, concurred and contributed to the various acts and omissions of each and every one of the other Defendants in proximately causing the complaints, injuries and/or damages alleged in this Complaint.

19. Defendants, and each of them, at all times mentioned in this Complaint approved of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in this Complaint.

20. Defendants, and each of them, at all times mentioned in this Complaint, aided and abetted the acts and omissions of each and every one of the other Defendants thereby proximately causing the damages alleged in this Complaint.

21. Class Plaintiffs are informed and believe, and based thereupon allege, that Defendants, and each of them, including those defendants named as DOES 1-20 acted in concert with one another to commit the wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Class Plaintiffs are further informed and believe, and based thereupon allege, that Defendants, and each of them, including those

1 defendants named as DOES 1-20, and each of them, formed and executed a conspiracy or common plan
2 pursuant to which they would commit the unlawful acts alleged herein, with all such acts alleged herein
3 done as part of and pursuant to said conspiracy, intended to cause and actually causing Plaintiffs harm.

4 22. Whenever and wherever reference is made in this complaint to any act or failure to act
5 by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean the acts
6 and/or failures to act by each Defendant acting individually, jointly and severally.

7
8 **ALTER EGO, AGENCY, SUCCESSOR AND JOINT EMPLOYER**

9 23. Class Plaintiffs are informed and believe, and based thereon allege, that there exists such
10 a unity of interest and ownership between MAINAS FARMS, LLC and DOES 1-20 (collectively
11 “Defendants”) that the individuality and separateness of defendants have ceased to exist.

12 24. Class Plaintiffs are informed and believe, and based thereon allege, that despite the
13 formation of purported corporate existence, MAINAS FARMS, LLC and DOES 1-20 are, in reality, one
14 and the same, including, but not limited to because:

15 a. MAINAS FARMS, LLC are completely dominated and controlled by DOES 1-
16 20, who personally committed the frauds and violated the laws as set forth in this complaint, and who
17 have hidden and currently hide behind MAINAS FARMS, LLC to perpetrate frauds, circumvent statutes,
18 or accomplish some other wrongful or inequitable purpose.

19 b. DOES 1-20 derive actual and significant monetary benefits by and through
20 MAINAS FARMS, LLC’S unlawful conduct, and by using MAINAS FARMS, LLC as the funding
21 source for their own personal expenditures.

22 c. MAINAS FARMS, LLC and DOES 1-20, while really one and the same, were
23 segregated to appear as though separate and distinct for purposes of perpetrating a fraud, circumventing
24 a statute, or accomplishing some other wrongful or inequitable purpose.

25 d. MAINAS FARMS, LLC does not comply with all requisite corporate formalities
26 to maintain a legal and separate corporate existence.

27 e. The business affairs of MAINAS FARMS, LLC and DOES 1-20 are, and at all
28 times relevant were, so mixed and intermingled that the same cannot reasonably be segregated, and the

1 same are in inextricable confusion. MAINAS FARMS, LLC was at all times relevant hereto, used by
2 DOES 1-20 as a mere shell and conduit for the conduct of certain of MAINAS FARMS, LLC'S affairs,
3 and is, and was, the alter ego of DOES 1-20. The recognition of the separate existence of MAINAS
4 FARMS, LLC would not promote justice, in that it would permit MAINAS FARMS, LLC to insulate
5 themselves from liability to Plaintiffs for violations of the Labor Code, Business and Professions Code
6 and other statutory violations. The corporate existence of MAINAS FARMS, LLC and DOES 1-20
7 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid
8 fraud and injustice to Plaintiffs herein.

9 25. Accordingly, MAINAS FARMS, LLC constitutes the alter ego of DOES 1-20, and the
10 fiction of their separate corporate existence must be disregarded.

11 26. As a result of the aforementioned facts, Class Plaintiffs are informed and believe, and
12 based thereon allege that MAINAS FARMS, LLC and DOES 1-20 are Plaintiffs' joint employers by
13 virtue of a joint enterprise, and that Plaintiffs were employees of MAINAS FARMS, LLC and DOES 1-
14 20. Class Plaintiffs performed services for each and every one of Defendants, and to the mutual benefit
15 of all Defendants, and all Defendants shared control of the responsibility and influence of Class Plaintiffs
16 as an employee, either directly or indirectly, and the manner in which MAINAS FARMS, LLC's
17 business was and is conducted.

18 27. Alternatively, Class Plaintiffs are informed and believe and, based thereupon alleges, that
19 as and between DOES 1-20 and MAINAS FARMS, LLC, (1) there is an express or implied agreement
20 of assumption pursuant to which DOES 1-20 agreed to be liable for the debts of MAINAS FARMS,
21 LLC, (2) the transaction between DOES 1-20 and MAINAS FARMS, LLC amounts to a consolidation
22 or merger of entities, (3) DOES 1-20 is a mere continuation of MAINAS FARMS, LLC, or (4) the
23 transfer of assets to DOES 1-20 is for the fraudulent purpose of escaping liability for MAINAS FARMS,
24 LLC's debts. Accordingly, DOES 1-20 are the successors of MAINAS FARMS, LLC, and are liable
25 on that basis.

CLASS ACTION ALLEGATIONS

28. The Class Plaintiffs are entitled to the protections of the California Labor Code and the Wage Order.

29. The Class Plaintiffs were paid a daily wage rate, rather than an hourly rate for each hour worked. As such the Class Plaintiffs were not paid the California statutory minimum wage for all hours worked.

30. The Class Plaintiffs regularly worked in excess of 8 hours per day or 40 hours per week and were not paid an overtime premium. Accordingly, the Class Plaintiffs were entitled to be paid overtime premiums for all hours worked over 8 hours in a single day or over 40 hours in a week.

31. The Class Plaintiffs were not permitted to take duty-free rest periods of at least ten minutes every four hours worked, as required by California Labor Code §226.7.

32. The Class Plaintiffs were also not provided duty-free meal periods of at least thirty minutes for every five hours worked, as required by California Labor Code §512.

33. Defendants failed to maintain working conditions that comply with the Wage Order, failed to timely provide them with accurate written wage statements, and failed to timely pay them earned wages during employment.

34. CCP §382 provides in pertinent part: "... [W]hen the question is one of a common or general interest, of many persons, or when the parties are numerous, and it is impracticable to bring them all before the court, one or more may sue or defend for the benefit of all." Plaintiffs bring this suit as a class action pursuant to CCP §382.

35. The putative classes that Class Plaintiffs will seek to certify are Defendants' similarly situated individuals who are presently employed or were formerly employed as employees (including any of Defendants' job positions with substantially similar titles and/or duties) in California from November 20, 2020 through trial who were not: (1) paid minimum wage for all hours worked; (2) paid overtime compensation for all overtime hours worked; (3) provided legally compliant meal periods, (4) provided legally compliant rest periods, (5) provided accurate wage statements, or (6) paid all earned wages timely upon termination of their employment.

1 36. In addition, Class Plaintiffs will seek to certify a subclass of those similarly situated
2 individuals who were formerly employed by Defendants in California from November 20, 2020, through
3 trial whose employment ended and/or was terminated. Hereinafter, this is referred to as the “Terminated
4 Employee SubClass.”

5 37. The Class and the Terminated SubClass are herein collectively referred to as the
6 “Classes.”

7 38. Throughout discovery in this litigation, Plaintiffs may find it appropriate and/or necessary
8 to amend the definition of the Classes. Plaintiffs will formally define and designate a class definition at
9 such time when Class Plaintiffs seek to certify the Classes alleged herein.

10 39. Numerosity (CCP §382):

- 11 a. The potential quantity of members of the Classes as defined is so numerous that
12 joinder of all members is unfeasible and impractical;
13 b. The disposition of the claims of the members of the Classes through this class action
14 will benefit both the parties and this Court;
15 c. The quantity of members of the Classes is unknown to Class Plaintiffs at this time;
16 however, it is estimated that the membership of the Classes numbers greater than 100
17 individuals; and
18 d. The quantity and identity of such membership is readily ascertainable via inspection
19 of Defendants’ records.

20 40. Superiority (CCP §382): The nature of this action and the nature of the laws available to
21 Class Plaintiffs make the use of the class action format particularly efficient and the appropriate
22 procedure to afford relief to Class Plaintiffs for the wrongs alleged herein, as follows:

- 23 a. California has a public policy which encourages the use of the class action device;
24 b. By establishing a technique whereby the claims of many individuals can be resolved
25 at the same time, the class suit both eliminates the possibility of repetitious litigation
26 and provides small claimants with a method of obtaining redress for claims which
27 would otherwise be too small to warrant individual litigation;
28

- 1 c. This case involves large corporate Defendants and a large number of individual Class
2 members with many relatively small claims and common issues of law and fact;
- 3 d. If each individual member of the Classes were required to file an individual lawsuit,
4 the large corporate Defendants would necessarily gain an unconscionable advantage
5 because Defendants would be able to exploit and overwhelm the limited resources of
6 each individual member of the Classes with Defendants' vastly superior financial and
7 legal resources;
- 8 e. Requiring each individual member of the Classes to pursue an individual remedy
9 would also discourage the assertion of lawful claims by the members of the Classes
10 who would be disinclined to pursue an action against Defendants because of an
11 appreciable and justifiable fear of retaliation and permanent damage to their lives,
12 careers, and well-being;
- 13 f. Proof of a common business practice or factual pattern, of which the members of the
14 Classes experienced, is representative of the Classes herein and will establish the right
15 of each of the members of the Classes to recover on the causes of action alleged
16 herein;
- 17 g. Absent class treatment, the prosecution of separate actions by the individual members
18 of the Classes, even if possible, would likely create:
- 19 i) a substantial risk of each individual Plaintiff presenting in separate,
20 duplicative proceedings the same or essentially similar arguments and
21 evidence, including expert testimony;
- 22 ii) a multiplicity of trials conducted at enormous expense to both the judicial
23 system and the litigants;
- 24 iii) inconsistent or varying verdicts or adjudications with respect to the
25 individual members of the Classes against Defendants;
- 26 iv) potentially incompatible standards of conduct for Defendants; and
- 27 v) potentially incompatible legal determinations with respect to individual
28 members of the Classes which would, as a practical matter, be dispositive

1 of the interest of the other members of the Classes who are not parties to
2 the adjudications or which would substantially impair or impede the
3 ability of the members of the Classes to protect their interests.

- 4 h. The claims of the individual members of the Classes are not sufficiently large to
5 warrant vigorous individual prosecution considering all of the concomitant costs and
6 expenses attendant thereto;
- 7 i. Courts seeking to preserve efficiency and other benefits of class actions routinely
8 fashion methods to manage any individual questions; and
- 9 j. The Supreme Court of California urges trial courts, which have an obligation to
10 consider the use of innovative procedural tools to certify a manageable class, to be
11 procedurally innovative in managing class actions.

12 41. Well-defined Community of Interest: Plaintiffs also meet the established standards for
13 class certification (see, e.g. *Lockheed Martin Corp. v. Superior Court* (2003) 29 Cal.4th 1096), as
14 follows:

- 15 a. Typicality: The claims of Plaintiff PUERTA are typical of the claims of all members
16 of the Classes she seeks to represent because she has been subject to all the violations
17 described herein, as have all members of the Classes sustained injuries and damages
18 arising out of Defendants' common course of conduct in violation of law and the
19 injuries and damages of all members of the Classes were caused by Defendants'
20 wrongful conduct in violation of law, as alleged herein.
- 21 b. Adequacy: Plaintiff PUERTA:
- 22 i) is an adequate representative of the Classes she seeks to represent;
- 23 ii) will fairly protect the interests of the members of the Classes;
- 24 iii) has no interests antagonistic to the member of the Classes; and
- 25 iv) will vigorously pursue this suit via attorneys who are competent, skilled
26 and experienced in litigating matters of this type.
- 27
- 28

- 1 c. Predominant Common Questions of Law or Fact: There are common questions of law
2 and/or fact as to the members of the Classes which predominate over questions
3 affecting only individual members of the Classes, including, without limitation:
- 4 i) Whether Defendants failed to pay Class Plaintiffs the California statutory
5 minimum wage for all hours worked in violation of the Labor Code and
6 Section 1 of the IWC Wage Orders;
 - 7 ii) Whether Defendants failed to pay Class Plaintiffs an overtime premium
8 for all hours over 8 in a day or 40 in a week in violation of the Labor Code
9 and Section 1 of the IWC Wage Orders;
 - 10 iii) Whether Defendants failed and continue to fail to authorize and permit
11 legally-requisite rest breaks to Class Plaintiffs in violation of the Labor
12 code and Section 1 of the IWC Wage Orders;
 - 13 iv) Whether Defendants failed and continue to fail to authorize and permit
14 legally-requisite meal periods to Class Plaintiffs in violation of the Labor
15 Code and Section 1 of the IWC Wage Orders;
 - 16 v) Whether Defendants failed to timely furnish accurate, itemized and legal
17 wage statements to Class Plaintiffs;
 - 18 vi) Whether Defendants are derivatively liable pursuant to Labor Code §203
19 to the Terminated Employee SubClass;
 - 20 vii) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
21 competition within the meaning of B&PC §17200, et seq.;
 - 22 viii) Whether Defendants' conduct constitutes unfair, illegal, or fraudulent
23 business practices within the meaning of B&PC § 17200, et seq.;
 - 24 ix) Whether the members of the Classes are entitled to compensatory
25 damages, and if so, the means of measuring such damages;
 - 26 x) Whether the members of the Classes are entitled to injunctive relief;
 - 27 xi) Whether the members of the Classes are entitled to restitution; and
28 xii) Whether Defendants are liable for attorneys' fees and costs.

1 42. Whether each member of the Classes might be required to ultimately justify an individual
2 claim does not preclude maintenance of a class action (see, e.g. *Collins v. Rocha* (1972) 7 Ca1.3d 232,
3 238).

4
5 **FIRST CAUSE OF ACTION**
6 **FOR FAILURE TO PAY WAGES DUE**
7 **LABOR CODE §§201, 226.7, 512, 1194**
8 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
9 **AGAINST ALL DEFENDANTS**

10 43. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
11 forth in full herein.

12 44. At all relevant times, Defendants failed and refused to pay Class Plaintiffs wages earned
13 and required by 8 Code of Regulations §11140, as set forth hereinabove. As alleged herein, Defendants
14 routinely failed to pay Class Plaintiffs minimum wage, overtime compensation and failed to compensate
15 them for missed rest and meal breaks.

16 45. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code
17 §510, 8 Code of Regulations §11140, and Industrial Welfare Commission Order No. 14-2001.

18 46. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct
19 and proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are
20 entitled to recover such amounts, plus interest thereon, attorneys' fees and costs.

21
22 **SECOND CAUSE OF ACTION**
23 **FOR FAILURE TO PAY MINIMUM WAGES**
24 **LABOR CODE §§1182.12, 1194, 1194.2, 1197**
25 **AGAINST ALL DEFENDANTS**

26 47. Class Plaintiffs re-allege and incorporates by reference each of the foregoing paragraphs
27 as though set forth in full herein.
28

1 48. Pursuant to Labor Code §1197, payment of less than the minimum wage fixed by law is
2 unlawful. An employer violates the minimum wage statute even if the average rate for paid and unpaid
3 hours exceeded the minimum wage. Under California law, Class Plaintiffs are entitled to at least the
4 minimum wage for every hour worked.

5 49. In the four years immediately preceding the filing of this complaint, Defendants failed and
6 refused to pay Class Plaintiffs the legal minimum wage in the State of California, as set forth in Labor
7 Code §1182.12.

8 50. Defendants' failure to pay the legal minimum wage to Class Plaintiff as alleged herein is
9 unlawful and creates entitlement, pursuant to Labor Code §1197, to recovery by Class Plaintiffs in a civil
10 action for the unpaid balance of the full amount of the unpaid wages owed.

11 51. Pursuant to Labor Code §1194, Class Plaintiffs requests that the court award reasonable
12 attorneys' fees and costs incurred by Class Plaintiffs in this action.

13 52. In addition, pursuant to Labor Code §1194.2, Class Plaintiffs are entitled to recover
14 liquidated damages in an amount equal to the minimum wages unlawfully unpaid, plus interest thereon.

15
16 **THIRD CAUSE OF ACTION**
17 **FOR FAILURE TO PAY OVERTIME COMPENSATION**
18 **LABOR CODE §§510, 1194**
19 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
20 **AGAINST ALL DEFENDANTS**

21 53. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
22 forth in full herein.

23 54. Labor Code §510 requires employers to pay their non-exempt employees one and one-half
24 times their regular hourly rate (overtime) for time worked in excess of eight hours in a single day, or 40
25 hours per week, and double their regular hourly rate (double-time) for all hours worked in excess of 12
26 hours in a single day. It also requires employers to pay their non-exempt employees overtime
27 compensation for the first eight hours of work done on the seventh consecutive day of work done in any
28

1 work week and double-time compensation for any work done beyond the first eight hours on the seventh
2 consecutive day of work.

3 55. As alleged herein, Class Plaintiffs were not exempt from the requirements of Labor Code
4 §510, 8 Code of Regulations §11140, and Industrial Welfare Commission Order No. 14-2001.

5 56. At all relevant times, Class Plaintiffs were required to work more than eight hours per
6 day and/or more than 40 hours per workweek.

7 57. At all relevant times, Defendants failed and refused to pay Class Plaintiffs all the overtime
8 compensation required by Labor Code §510, 8 Code of Regulations §11140, and Industrial Welfare
9 Commission Order No. 14-2001.

10 58. From November 20, 2020, through trial, Class Plaintiffs worked overtime hours each
11 week, all of which should have been paid at 1.5 times their regular hourly wage rate at that time.
12 Defendants failed to pay Class Plaintiffs the requisite overtime wages in the four years immediately
13 preceding the filing of this complaint.

14 59. Class Plaintiffs have been deprived of their rightfully earned compensation as a direct and
15 proximate result of Defendants' failure and refusal to pay said compensation. Class Plaintiffs are entitled
16 to recover such amounts, plus interest thereon, attorneys' fees and costs.

17
18 **FOURTH CAUSE OF ACTION**
19 **FOR FAILURE TO AUTHORIZE AND PERMIT REST BREAKS**
20 **LABOR CODE §§226.7, 516**
21 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
22 **AGAINST ALL DEFENDANTS**

23 60. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
24 forth in full herein.

25 61. Labor Code §226.7 requires an employer to provide every employee with an
26 uninterrupted rest period of not less than 10 minutes, for every period worked of four hours, or
27 substantial portion thereof, and further prohibits an employer from requiring "an employee to work
28 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable

1 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and Health
2 Standards Board, or the Division of Occupational Safety and Health.”

3 62. Labor Code §516 provides that the Industrial Welfare Commission “may adopt or amend
4 working condition orders with respect to break periods, meal periods, and days of rest for any workers
5 in California consistent with the health and welfare of those workers.”

6 63. Section 12(A) of the IWC Wage Order(s) states: “Every employer shall authorize and
7 permit all employees to take rest periods, which insofar as practicable shall be in the middle of each
8 work period. The authorized rest period time shall be based on the total hours worked daily at a rate of
9 ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need
10 not be authorized for employees whose total daily work time is less than three and one-half (3½) hours.
11 Authorized rest period time shall be counted as hours worked for which there shall be no deduction from
12 wages.”

13 64. Section 12(B) of the IWC Wage Order(s): states: “If an employer fails to provide an
14 employee a rest period in accordance with the applicable provisions of this order, the employer shall pay
15 the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that
16 the rest period is not provided.”

17 65. The Class Plaintiffs sometimes worked over 4 hours per shift.

18 66. The Class Plaintiffs were entitled to a rest period of not less than 10 minutes prior to
19 exceeding 4 hours of employment.

20 67. As a matter of Defendants’ established company policy, Defendants failed to always
21 authorize and permit all required rest periods established by Labor Code §226.7 and Labor Code §516
22 and Section 12 of the IWC Wage Order(s).

23 68. Pursuant to Section 12 of the IWC Wage Order(s) and Labor Code §226.7(b) which states
24 “if an employer fails to provide an employee a meal or rest period in accordance with an applicable order
25 of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay
26 at the employee’s regular rate of compensation for each work day that the meal or rest period is not
27 provided,” the Class Plaintiffs are entitled to damages in an amount equal to 1 additional hour of pay at
28 each employee’s regular rate of compensation for each work day that the rest period was not provided.

1 69. Pursuant to Labor Code §218.6 and Civil Code § 3287, the Class Plaintiffs seek recovery
2 for prejudgment interest on all amounts recovered herein.

3
4 **FIFTH CAUSE OF ACTION**
5 **FOR FAILURE TO AUTHORIZE AND PERMIT MEAL BREAKS**
6 **LABOR CODE §§226.7, 512**
7 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
8 **AGAINST ALL DEFENDANTS**

9 70. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
10 forth in full herein.

11 71. Labor Code §512 requires employers to provide every employee with an uninterrupted
12 meal period of not less than 30 consecutive minutes, for every period of work exceeding five hours.

13 72. Class Plaintiffs regularly worked in excess of five hours per day and were thereby entitled
14 to take uninterrupted 30-minute meal periods on each day of work.

15 73. Defendants failed and refused to provide the Class Plaintiffs with uninterrupted meal and
16 rest periods, and failed to compensate Class Plaintiffs, and other similarly situated employees, for missed
17 meal and rest periods, as required by Labor Code §§226.7 and the applicable sections of 8 Code of
18 Regulations §11140 and Industrial Welfare Commission Order No. 14-2001, as follows.

19 74. Class Plaintiffs have been deprived of wages for missed meal breaks due in amounts to
20 be determined at trial.

21 75. As alleged herein, Class Plaintiffs are not exempt from the meal break requirements of 8
22 Code of Regulations §11140 and Industrial Welfare Commission Order No. 14-2001. Consequently,
23 Class Plaintiffs are owed one hour of pay at his or her then regular hourly rate, or the requisite minimum
24 wage, whichever is greater, for each day that he or he was denied such meal periods.

25 76. Class Plaintiffs have been deprived of his or her rightfully earned compensation for
26 missed meal breaks as a direct and proximate result of Defendants' failure and refusal to pay said
27 compensation.
28

1 77. Thus, for the entirety of the time periods set forth above, Class Plaintiffs are entitled to
2 recover such amounts to be determined at trial pursuant to Labor Code §226.7(b), plus interest thereon
3 and costs of suit.

4
5 **SIXTH CAUSE OF ACTION**
6 **FOR FAILURE TO TIMELY FURNISH ACURATE ITEMIZED WAGE STATEMENTS**
7 **LABOR CODE §§226**
8 **(ON BEHALF OF THE CLASS PLAINTIFFS)**
9 **AGAINST ALL DEFENDANTS**

10 78. Class Plaintiffs re-allege and incorporate by reference the above paragraphs as though set
11 forth in full herein.

12 79. Labor Code §226(a) states in pertinent part: “Every employer shall, semimonthly or at the
13 time of each payment of wages, furnish each of his or her employees, either as a detachable part of the
14 check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal
15 check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
16 worked by the employee ... (4) all deductions ... (5) net wages earned, (6) the inclusive dates of the
17 period for which the employee is paid ... (8) the name and address of the legal entity that is the employer,
18 and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours
19 worked at each hourly rate by the employee”

20 80. Further, the IWC Wage Orders §12(A) states in pertinent part: “(A) Every employer shall
21 keep accurate information with respect to each employee including the following: (3) Time records
22 showing when the employee begins and ends each work period. Meal periods, split shift intervals, and
23 total daily hours worked shall also be recorded ... (5) Total hours worked in the payroll period and
24 applicable rates of pay”

25 81. Therefore, pursuant to Labor Code §226(a) and the IWC Wage Orders §12(A), California
26 employers are required to maintain accurate records pertaining to the total hours worked for Defendants
27 by Class Plaintiffs, including but not limited to, beginning and ending of each work period, meal period
28

1 and split shift interval, the total daily hours worked, and the total hours worked per pay period and
2 applicable rates of pay.

3 82. As a pattern and practice, in violation of Labor Code §226(a) and the IWC Wage Orders
4 §12(A), Defendants did not and still do not furnish each of the Class Plaintiffs with an accurate itemized
5 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) all
6 deductions, (4) net wages earned and/or (5) all applicable hourly rates in effect during each respective
7 pay period and the corresponding number of hours worked at each hourly rate by each respective
8 individual and/or pertaining to the total hours worked for Defendants by the Class Plaintiffs, including
9 but not limited to, beginning and ending of each work period, meal period and split shift interval, the
10 total daily hours worked, and the total hours worked per pay period and applicable rates of pay.

11 83. As of January 1, 2013, SB 1255 amended Labor Code §226 to clarify that an employee
12 suffers injury if the employer fails to provide accurate and complete information as required by any one
13 or more items listed in Labor Code §226(a)(1)-(9) and the employee cannot promptly and easily ascertain
14 requisite information without reference to other documents or information.

15 84. Here, the Class Plaintiffs suffered injury because Defendants failed to provide accurate
16 and complete information as required by one or more items listed in Labor Code §226(a)(1)-(9) and the
17 Class Plaintiffs could not and cannot promptly and easily ascertain requisite information without
18 reference to other documents or information.

19 85. In addition, the Class Plaintiffs have suffered injury as a result of Defendants' failure to
20 maintain accurate records for the Class Plaintiffs in that the Class Plaintiffs were not timely provided
21 written accurate itemized statements showing all requisite information, including but not limited to total
22 hours worked by the employee, net wages earned and all applicable hourly rates in effect during the pay
23 period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code
24 §226 and the IWC Wage Orders §12(A), such that the Class Plaintiffs were misled by Defendants as to
25 the correct information regarding various items, including but not limited to total hours worked by the
26 employee, net wages earned and all applicable hourly rates in effect during the pay period and the
27 corresponding number of hours worked at each hourly rate.

1 86. The actual injuries suffered by the Class Plaintiffs as a result of Defendants' knowing
2 and intentional failure to maintain accurate records for the Class Plaintiffs include but are not limited to:
3 a. Confusion over whether they received all wages owed them by Defendants;
4 b. The difficulty and expense of attempting to reconstruct time and pay records;
5 c. Being forced to engage in mathematical computations to analyze whether
6 Defendants' wages in fact compensated for all hours worked;
7 d. The inability to accurately calculate wage rates complicated by the fact that wage
8 statement information required by Labor Code §226 is missing;
9 e. That such practice prevents the Class Plaintiffs from being able to effectively
10 challenge information on their wage statements; and/or
11 f. The difficulty and expense of filing and maintaining this lawsuit, and the discovery
12 required to collect and analyze the very information that California law requires.

13 87. Pursuant to Labor Code §226(e), the Class Plaintiffs are entitled to actual damages or
14 four thousand dollars (\$4,000.00), whichever is greater.

15 88. Pursuant to Labor Code §226(g), the currently-employed members of the Class Plaintiffs
16 are entitled to injunctive relief to ensure Defendants' compliance with Labor Code §226.

17 89. Pursuant to Labor Code §226(e) and/or §226(g), the Class Plaintiffs are also entitled to
18 an award of costs and reasonable attorneys' fees.

19
20 **SEVENTH CAUSE OF ACTION**
21 **FOR WAITING TIME PENALTIES**
22 **LABOR CODE §203**
23 **(ON BEHALF OF THE TERMINATED EMPLOYEE SUBCLASS)**
24 **AGAINST ALL DEFENDANTS**

25 90. The Terminated Employee SubClass re-alleges and incorporates by reference the above
26 paragraphs as though set forth in full herein.

27 91. Labor Code §203 provides that if an employer willfully fails to pay, without abatement
28 or reduction, in accordance with Labor Code §§201 and 202, any wages of an employee who is

1 discharged or who quits, the wages of the employee shall continue at the same rate, for up to thirty (30)
2 days from the due date thereof, until paid or until an action therefore is commenced.

3 92. The members of the Terminated Employee SubClass are no longer employed by
4 Defendants as they were either discharged from or quit Defendants' employ.

5 93. Defendants had a consistent and uniform policy, practice and procedure of willfully
6 failing to pay the earned wages of Defendants' former employees, as set forth above, according to
7 amendment or proof.

8 94. As set forth above, Defendants willfully failed to pay the members of the Terminated
9 Employee SubClass their entire wages due and owing at the time of their termination or within seventy-
10 two (72) hours of their resignation, and failed to pay those sums for up to thirty (30) days thereafter.

11 95. Defendants' willful failure to pay wages to the members of the Terminated Employee
12 SubClass violates Labor Code §203 because Defendants knew or should have known wages were due
13 to the members of the Terminated Employee SubClass, as set forth above, but Defendants failed to pay
14 them.

15 96. Thus, the members of the Terminated Employee SubClass are entitled to recovery
16 pursuant to Labor Code §203, as well as attorneys' fees and costs.

17
18 **SECOND CAUSE OF ACTION**

19 **FOR UNFAIR COMPETITION**

20 **BUSINESS & PROFESSIONS CODE §§17200, ET SEQ.**

21 **(ON BEHALF OF THE CLASS PLAINTIFFS)**

22 **AGAINST ALL DEFENDANTS**

23 97. Class Plaintiffs re-allege and incorporate by reference each of the foregoing paragraphs as
24 though set forth in full herein.

25 98. B&PC §17200 provides in pertinent part "...[U]nfair competition shall mean and include
26 any unlawful, unfair or fraudulent business act..."

1 99. B&PC §17205 provides that unless otherwise expressly provided, the remedies or
2 penalties provided for unfair competition “are cumulative to each other and to the remedies or penalties
3 available under all other laws of this state.”

4 100. B&PC §17204 provides that an action for relief from unfair competition may be
5 prosecuted by any person who has suffered injury in fact and has lost money or property as a result of
6 such unfair competition.

7 101. Defendants’ have engaged in unlawful, unfair and fraudulent business acts or practices
8 prohibited by B&PC §17200, including those set forth in the preceding and foregoing paragraphs of the
9 complaint, thereby depriving Plaintiffs of the minimum working standards and conditions due to them
10 under the Labor Code and/or the IWC Wage Orders, as specifically described herein.

11 102. Defendants have engaged in unfair business practices in California by practicing,
12 employing, and utilizing the employment practices outlined in the preceding paragraphs, specifically, by
13 requiring employees to perform the labor services complained of herein without the requisite
14 compensation.

15 103. Defendants’ use of such practices constitutes an unfair business practice, unfair
16 competition and provides an unfair advantage over Defendants’ competitors.

17 104. Plaintiffs have suffered injury in fact and have lost money or property as a result of such
18 unfair competition.

19 105. Plaintiffs seek full restitution from Defendants, as necessary and according to proof, to
20 restore any and all monies withheld, acquired and/or converted by Defendants by means of the unfair
21 practices complained of herein.

22 106. Further, if Defendants are not enjoined from the conduct set forth above, Defendants will
23 continue to practice, employ and utilize the employment practices outlined in the preceding paragraphs.

24 107. Therefore, Plaintiffs request that the Court issue a preliminary and permanent injunction
25 prohibiting Defendants from engaging in the foregoing conduct.

26 108. Plaintiffs seek the appointment of a receiver, as necessary, to establish the total monetary
27 relief sought from Defendants.
28

1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiffs pray:

3 1. That the Court issue an Order certifying the Classes herein, appointing the named
4 Plaintiff PUERTA as representative of all others similarly situated, and appointing the law firm(s)
5 representing the named Plaintiff PUERTA as counsel for the Class Plaintiffs;

6 As to the First Cause of Action for Failure to Pay Wages:

- 7 a. For recovery of the unpaid balance of the full amount of wages due and owing, according
8 to proof;
- 9 b. For prejudgment interest as allowed by Labor Code §§201, 226.7, 512, 558, 1182.12, 1194,
10 1194.2;
- 11 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
12 Labor Code §1194(a);

13 As to the Second Cause of Action for Failure to Pay Minimum Wages:

- 14 a. For recovery of the unpaid balance of the full amount of minimum wages due and owing,
15 according to proof;
- 16 b. For liquidated damages pursuant to Labor Code §1194;
- 17 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §1194;

18 As to the Third Cause of Action for Failure to Pay Overtime Compensation:

- 19 a. For recovery of the unpaid balance of the full amount of overtime wages due and owing,
20 according to proof;
- 21 b. For prejudgment interest as allowed by Labor Code §510;
- 22 c. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §218.5 and/or
23 Labor Code §1194(a);

24 As to the Fourth Cause of Action for Failure to Authorize and Permit Rest Periods:

- 25 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
26 Rest Period Class for each workday that a paid rest period was not provided;
- 27 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287;

28 As to the Fifth Cause of Action for Failure to Authorize and Permit Meal Periods:

1 a. For one (1) hour of pay at the regular rate of compensation for each member of the Unpaid
2 Meal Period Class for each workday that a meal period was not provided;

3 b. For prejudgment interest as allowed by Labor Code §218.6 and Civil Code §3287

4 As to the Sixth Cause of Action for Failure to Timely Furnish Accurate Itemized Wage Statements:

5 a. For damages according to proof;

6 b. For recovery as authorized by Labor Code §226(e) and 226.3;

7 c. For an award of costs and reasonable attorneys' fees pursuant to Labor Code §226(e) and/or
8 §226(g);

9 As to the Seventh Cause of Action for Derivative Violations of Labor Code §203:

10 a. For recovery as authorized by Labor Code §203;

11 b. For an award of reasonable attorneys' fees and costs pursuant to Labor Code §203 and/or
12 Labor Code §1194(a);

13 As to the Eighth Cause of Action for Unfair Business Practices:

14 a. For an accounting, under the administration of Plaintiffs and/or the receiver and subject to
15 Court review, to determine the amount to be returned by Defendants, and the amounts to be
16 refunded to members of the Classes who are owed monies by Defendants;

17 b. For an Order requiring Defendants to identify each of the members of the Classes by name,
18 home address, home telephone number and, if available, email address;

19 c. For an Order requiring Defendants to make full restitution and payment pursuant to
20 California law;

21 d. For an Order for a preliminary and/or permanent injunction prohibiting Defendants from
22 engaging in the acts complained of herein;

23 e. For all other appropriate injunctive, declaratory and equitable relief;

24 f. For interest to the extent permitted by law;

25 g. For an award of attorneys' fees and costs incurred in the investigation, filing and
26 prosecution of this action pursuant to CCP §1021.5, B&PC §17200, et seq., Labor Code
27 §1194 and/or any other applicable provision of law;

28 As to All Causes of Action:

1 a. For such relief as this Court may deem just and proper, including reasonable attorneys' fees
2 and costs incurred.

3
4 DATED: December 10, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

6
7 By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiffs
MARIA DE LOS ANGELES PUERTA, on
behalf of all others similarly situated

10
11 **JURY TRIAL DEMANDED**

12 Plaintiffs demand trial of all issues by jury.

13
14 DATED: December 10, 2024

**LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION**

15
16 By: _____

Ramin R. Younessi, Esq.
Attorney for Plaintiffs
MARIA DE LOS ANGELES PUERTA, on
behalf of all others similarly situated