

Bardia A. Akhavan (Bar No. 316493)
Bardia@baalaw.com
Nahal Barahmand (Bar No. 316526)
Nahal@baalaw.com

AKHAVAN & ASSOCIATES
15760 Ventura Boulevard, Suite 1720
Encino, California 91436
tel: (855) 463-4733

Attorneys for Plaintiff and the Putative
Class

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

Jorge Ruiz, individually and on behalf of
all similarly situated individuals,

Plaintiff,

v.

Pacific Farm Management, Inc., a
California corporation; Grubmarket, Inc.,
a California corporation; Yasmien Doe, an
individual; and **Does 1-100**;

Defendants.

CASE NO. MCV093517

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) Failure to Pay Minimum Wages;**
- 2) Failure to Pay Overtime Wages;**
- 3) Failure to Provide Meal Periods
or Premium Pay in Lieu Thereof;**
- 4) Failure to Provide Rest Periods or
Premium Pay in Lieu Thereof;**
- 5) Failure to Reimburse Necessary
Business Expenses;**
- 6) Failure to Provide and Maintain
Accurate Records;**
- 7) Failure to Pay Wages When Due
During Employment and at
Separation;**
- 8) Violation of California's Unfair
Competition Law;**
- 9) PAGA Penalties (Labor Code §§
2698, et seq.)**

Jury Trial Requested

1 Plaintiff Jorge Ruiz (“Plaintiff”), on behalf of himself and all other similarly situated
2 current and former employees (“Class Members”), by and through his counsel of record,
3 alleges as follows against Pacific Farm Management, Inc., Grubmarket, Inc., Yasmen Doe,
4 and DOES 1-100 (collectively, “Defendants”):

5 **PARTIES**

6 1. Plaintiff Jorge Ruiz is a resident of Madera County, California. Plaintiff was
7 as an hourly, non-exempt employee of Defendants working as a cleaner from approximately
8 October 2022 to January 2024. Plaintiff Jorge Ruiz was subject to the policies and practices
9 described in this Complaint at all times during his employment with Defendants.

10 2. Defendant Pacific Farm Management, Inc. is a California corporation and is
11 an organization operating in farm management. On information and belief, Pacific Farm
12 Management, Inc. has employed at least 150 hourly, non-exempt employees in a variety of
13 capacities through the four years leading to this Complaint within the state of California.
14 Pacific Farm Management, Inc. is a California stock corporation with its principal place of
15 business at 1200 Maple St Suite C, Madera, California 93637.

16 3. Defendant Grubmarket, Inc. is a California corporation and is an organization
17 operating in farm management. On information and belief, Pacific Farm Management, Inc.
18 has employed at least 150 hourly, non-exempt employees in a variety of capacities through
19 the four years leading to this Complaint within the state of California. Grubmarket, Inc. is
20 a California stock corporation with its principal place of business at 395 Oyster Point
21 Boulevard, Suite 515, South San Francisco, California 94080.

22 4. Defendant Yasmen Doe is the Supervisor and Payroll Administrator of Pacific
23 Farm Management, Inc. and Grubmarket, Inc., and on information and belief is a resident
24 of the County of Madera. Upon information and belief, she violated or caused to be violated
25 the regulations and statutes described in greater detail below. Since Yasmen Doe is a
26 managing agent, director, and/or officer of Pacific Farm Management, Inc. and
27 Grubmarket, Inc. and because she violated or caused to be violated the statutes at issue in
28 this action, she is personally liable for the Labor Code violations per Labor Code § 558.1.

5. Plaintiff is not currently aware of the names and true identities of defendants Does 1-100. Plaintiff reserves the right to amend this complaint to allege their true names and capacities when this information is available. Each Doe defendant is responsible for the damages alleged pursuant to each of the causes of action asserted, either through its own conduct, or vicariously through the conduct of others. Further references in this complaint to any named Defendants includes the fictitiously named defendants.

6. At all times alleged herein, each Defendant was an agent, servant, joint employer, employee, partner, and/or joint venture of every other Defendant and was acting within the scope of the Defendants' relationship. Moreover, the conduct of every Defendant was ratified by each Defendant.

VENUE AND JURISDICTION

7. The court has jurisdiction over all causes of action in this complaint pursuant to Article VI, § 10 of the California Constitution. No federal question is at issue; Plaintiff relies solely on California statutes and law, including the Labor Code and Business & Professions Code. Because Defendants conduct substantial business in MADERA County, Defendants are within the jurisdiction of the court for service of process. Moreover, Business & Professions Code § 17204 provides that any person acting on their own behalf may bring an action in any court of competent jurisdiction.

8. Venue as to Defendants is proper in this Superior Court pursuant to California Code of Civil Procedure § 395. Defendant Pacific Farm Management, Inc. and Defendant Grubmarket, Inc.'s principal place of business is located in the County of Madera. A substantial amount of the unlawful acts alleged have directly affected Plaintiff, and similarly situated employees, in MADERA County, where Plaintiff was employed by Defendants and earned wages at issue in this action. Accordingly, this Court maintains appropriate jurisdiction over this dispute.

CLASS ACTION ALLEGATIONS

9. As a matter of uniform and systemic policy, Defendants failed to authorize and/or permit non-exempt employees the right to take timely, compliant, uninterrupted,

1 and/or duty-free meal and rest breaks pursuant to Labor Code § 226.7 based on, at least,
2 the following uniform policies and practices.

3 10. *First*, Defendants implemented a policy and practice that required Plaintiff
4 and Class Members to remain on-call during meal and rest breaks by being required to
5 listen for and respond to calls and messages from Defendants. These policies prohibited
6 employees from using meal and rest periods in a manner of their choosing, free from their
7 employer's dominion and control.

8 11. *Second*, Defendants, in fact, interrupted Plaintiff and Class Members during
9 their meal and rest periods to discuss work-related matters, instruct them on pending tasks,
10 or require them to cut short their breaks to return to work, but did not allow them to clock
11 back in, record this time as compensable time, or provide them with a compliant meal or
12 rest period. Defendants also required Class Members to skip meal and rest breaks when
13 workloads were high and/or when locations were understaffed.

14 12. *Third*, Defendants implemented a rounding policy where they, as a matter of
15 uniform policy and practice, unliterally recorded the start and end times of shifts worked
16 by each Class Member per shift, including for "meal periods" regardless of whether Class
17 Members actually took a fully net-30 minute meal period, were required to work through
18 their meal period, or remained under Defendants' control during their meal periods
19 causing numerous Class Members to not only be denied legal compliant meal periods, but
20 to be shorted wages for time worked.

21 13. In failing to authorize and/or permit timely and/or uninterrupted meal and
22 rest periods, Defendants have also implemented a uniform policy of denying compensation
23 in lieu of meal and rest periods to its non-exempt employees. Defendants denied
24 compensation in lieu of meal and rest periods, including premium wages owed,
25 notwithstanding their actual knowledge that such employees were uniformly denied
26 compliant meal and rest periods.

27 14. Additionally, by requiring employees to work during their meal periods but
28 preventing them from recording that time, Plaintiff and Class Members were forced to work

1 off the clock and deprived of owed straight time wages. Additionally, as Class Members
2 worked shifts of at least 8 hours, or weeks of at least 40 hours, or for days of work without
3 one day's rest in seven, some of this time was required to be paid at overtime rates, but was
4 not done so.

5 15. Finally, Plaintiff and Class Members were not reimbursed for necessary
6 business expenditures, such as using their cellular phones, to discharge their duties.

7 16. Accordingly, Plaintiff brings this action on behalf of himself and as a class
8 action on behalf of the following defined Class:

9 17. **Non-Exempt Employee Class:**

10 *All non-exempt, hourly employees who worked at least one 3.5-hour shift*
11 *for Defendants in the State of California from the period four years prior*
12 *to the filing of the Action and the date of trial ("Class").*

13 18. Common methods of proof exist for determining these issues on a class-wide
14 basis, including but not limited to, Defendants' employment records, payroll records,
15 timesheets, policies, and disciplinary records.

16 19. **Numerosity.** Plaintiff is informed and believes that, during the class period,
17 at least 150 Class Members have been employed as non-exempt employees by Defendants
18 within the state of California. The number of Class Members is sufficiently numerous such
19 that joinder of all members is impossible or impracticable.

20 20. **Typicality.** Plaintiff's claims are typical of all Class Members. Like all other
21 Class Members, Plaintiff was subjected to the policies and practices set forth above.
22 Plaintiff's job duties were typical of Class Members in all relevant respects.

23 21. **Adequacy.** There are no material conflicts between the claims of the
24 representative Plaintiff and Class Members that would make class certification
25 inappropriate. Plaintiff understands his obligation to inform the Court of any relationship,
26 conflicts, or differences with any Class Member. Plaintiff will fairly and adequately protect
27 the interests of the Class Members. Plaintiff is invested in redressing Defendants' illegal
28 practices on behalf of all Class Members. Moreover, Plaintiff has retained competent

counsel experienced in both class action and employment litigation. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement, and will vigorously assert the claims of all Class Members. Plaintiff has incurred, and will continue to incur, costs and attorneys' fees that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

22. **Existence and Predominance of Common Issues.** Common questions of law and fact exist as to all Class Members and predominate over issues affecting individual Class Members, including, but not limited to:

- a. Whether Defendants have a common policy and/or practice of failing to accurately record non-exempt employees' time;
- b. Whether Defendants have a common policy and/or practice by which they unilaterally recorded start and end times for employees' shifts, as well as start and end times for employees' meal period or its actual length;
- c. Whether Defendants' practice unlawfully deprives employees of wages earned;
- d. Whether Defendants have a common policy and/or practice of failing to accurately compensate non-exempt employees for all time worked;
- e. Whether Defendants unlawfully required Plaintiff and Class Members to remain under Defendants' control and direction while off-the-clock;
- f. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members at a minimum wage for all hours worked;
- g. Whether Defendants unlawfully and/or willfully failed to compensate Plaintiff and Class Members required overtime wages;
- h. Whether Defendants have a common policy and/or practice of depriving Plaintiff and Class Members of compliant, off-duty meal and/or rest periods;
- i. Whether Defendants unlawfully required Plaintiff and Class Members to

1 remain under Defendants' control and direction while on meal and/or rest
2 periods;

3 j. Whether Defendants unlawfully and/or willfully deprived Plaintiff and
4 Class Members of compliant, off-duty meal and/or rest periods;

5 k. Whether Defendants paid Plaintiff and Class Members all required
6 premium wages for non-compliant meal and/or rest periods;

7 l. Whether Defendants have a common policy and/or practice of failing to
8 reimburse employees for necessary business expenditures;

9 m. Whether Defendants have a common policy and/or practice of failing to
10 maintain accurate payroll records in the State of California;

11 n. Whether Defendants unlawfully and/or willfully failed to maintain
12 accurate payroll records in the State of California;

13 o. Whether Defendants have a policy and/or practice of failing to provide
14 accurate wage statements reflecting hours worked and wages earned to
15 Plaintiff and Class Members;

16 p. Whether Defendants unlawfully and/or willfully failed to provide accurate
17 wage statements reflecting hours worked and wages earned to Plaintiff
18 and Class Members;

19 q. Whether Defendants have a policy and/or practice of failing to timely pay
20 wages during employment in violation of Labor Code §§ 204, 210.

21 r. Whether Defendants have a policy and/or practice of failing to pay
22 Plaintiff and Class Members final wages owed upon termination;

23 s. Whether Defendants unlawfully and/or willfully failed to promptly pay
24 compensation due to Plaintiff and Class Members upon termination of
25 employment in violation of Labor Code §§ 201, 202, and 203;

26 t. Whether Plaintiff and Class Members sustained damages as a result of any
27 of the aforementioned violations, and, if so, the proper measure of those
28 damages, including interest, penalties, costs, attorneys' fees, and

equitable relief;

- u. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by violating the above provisions of law; and
- v. Whether Defendants violated the Unfair Competition Law, Cal. Bus. & Prof. Code § 17200, *et seq.*, by treating Plaintiff and Class Members unfairly by depriving them of meal and/or rest periods, failing to provide them with compensation in lieu of meal and/or rest periods, failing to pay all regular and overtime wages earned, failing to pay wages upon termination, failing to furnish accurate and timely itemized wage statements upon payment of wages, and failing to pay all compensation due upon discharge.

23. **Superiority.** A class action is superior to other available means for the fair and efficient adjudication of this dispute. The damages suffered by individual Class Members, while substantial, are small compared to the burden and expense of individual prosecution of the complex and expensive litigation necessary to address Defendants' conduct. Even if Class Members themselves could afford individual litigation, the court system would be overwhelmed by individual lawsuits if all Class Members sought redress. In addition, individualized litigation increases the delay and expense to all parties and to the court system resulting from the complex legal and factual issues of this case. Individualized litigation also presents a potential for inconsistent or contradictory judgments. By contrast, the class action device presents far fewer management difficulties; it allows the hearing of claims which might otherwise go unaddressed because of the relative expense of bringing individual lawsuits, and it provides the benefits of single adjudication, economies of scale, and comprehensive supervision by a single court. Plaintiff contemplates providing individual notice to members of the Class through Defendants' records.

1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**

3 ***California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198***

4 ***Failure to Pay Minimum Wages for All Hours Worked***

5 **(Plaintiff and Class Against Defendants)**

6 24. Plaintiff repeats and incorporates by reference all allegations contained in the
7 preceding paragraphs as if fully set forth herein.

8 25. California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 provide
9 that payment of a wage less than the minimum wage as set by statute, commission, or by
10 the general prevailing rate is unlawful. Compensable work time is defined in Wage Order
11 No. 5 as “the time during which an employee is subject to the control of an employer, and
12 includes all the time the employee is suffered or permitted to work, whether or not required
13 to do so.” Cal. Code. Regs. tit. 8, § 11050(2)(L) (defining “Hours Worked”).

14 26. Defendants failed to compensate Plaintiff and the Class for all hours worked
15 because Defendants had a policy and/or practice whereby they required and/or pressured
16 Class Members to work off-the-clock and/or while on-call without compensating all time
17 spent under Defendants’ control.

18 27. As part of this practice, Defendants failed to compensate Plaintiff and the
19 Class for all hours worked because Defendants had a policy and/or practice whereby they
20 unilaterally records the start and end times for shifts worked by Plaintiff and Class
21 Members, including for their meal periods, regardless of whether such breaks were actually
22 taken. Additionally, Defendants failed to compensate Plaintiff and the Class for all hours
23 worked because of this rounding policy occurred for each Class Member regardless of
24 whether Class Members actually took a fully net-30 minute meal period, were required to
25 work through their meal period, or remained under Defendants’ control during their meal
26 periods causing numerous Class Members to be shorted wages for time worked.

27 28. Defendants’ failure to pay Plaintiff and Class Members minimum wages for
28 all hours worked violates California Labor Code sections 1182.12, 1194, 1197, 1197.1, and

1198.

29. Pursuant to California Labor Code section 1194.2, Plaintiff and Class Members are entitled to recover the amount of underpaid wages, plus liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon, applicable civil penalties, and reasonable attorney's fees and costs.

SECOND CAUSE OF ACTION

California Labor Code §§ 510 and 1198

Failure to Pay Overtime Wages

(Plaintiff and Class Against Defendants)

30. Plaintiff repeats and incorporates by reference all allegations contained in the preceding paragraphs as if fully set forth herein.

31. California Labor Code sections 510, 1198, and Industrial Wage Order No. 5 provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis. Specifically, Industrial Wage Order No. 5 provides that Defendants were required to pay Plaintiff and Class Members working more than eight hours in a day or more than forty hours in a workweek, at the rate of time and one-half (1½) for all hours worked in excess of eight hours in a day or more than forty hours in a workweek.

32. Throughout the Class Period, Plaintiff and Class Members were not paid overtime premiums for all of the hours they worked in excess of eight hours in a day, in excess of twelve hours in a day, in excess of eight hours on the seventh consecutive day of work in a workweek, and/or in excess of 40 hours in a week because all hours worked were not recorded as compensable time as a direct consequence of Defendants' policies and practices, including without limitation its meal and rest period and rounding policies and/or practices.

33. Because Plaintiff and Class Members worked shifts of more than eight hours a day or forty hours a week on the clock, some of this work qualified for overtime premium

1 pay. Therefore, Plaintiff and Class Members were not paid overtime wages at the correct
2 rate of pay for all of the overtime hours worked. Defendants knew or should have known
3 that their policies and practices forced Plaintiff and Class Members to work in excess of
4 eight hours per workday and/or 40 hours per workweek without being compensated for all
5 hours worked.

6 34. Pursuant to Labor Code section 1194, Plaintiff and Class Members are entitled
7 to recover their unpaid overtime compensation, as well as interest, costs, and attorneys'
8 fees, and applicable civil penalties.

9 **THIRD CAUSE OF ACTION**

10 ***California Labor Code §§ 226.7, 512(a), and 1198***

11 ***Failure to Provide Meal Periods or Premium Pay in Lieu Thereof***

12 **(Plaintiff and Class Against Defendants)**

13 35. Plaintiff repeats and incorporates by reference all allegations contained in the
14 preceding paragraphs as if fully set forth herein.

15 36. Labor Code section 512(a) provides that an employer may not require, cause,
16 or permit an employee to work for a period of more than five hours per day without
17 providing the employee with a meal period of not less than thirty minutes, except that if the
18 total work period per day of the employee is not more than six hours, the meal period may
19 be waived by mutual consent of both the employer and the employee. Under California law,
20 first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior*
21 *Court*, 53 Cal. 4th 1004, 1041-104 (2012). An employee is also entitled to a second meal
22 period for shifts in which the employee works in excess of ten hours.

23 37. Labor Code section 226.7, 512(a), and 1198 provide that no employer shall
24 require an employee to work during any meal period mandated by an applicable order of
25 the IWC, including Industrial Wage Order No. 5. "An off-duty meal period, therefore, is one
26 in which the employee is relieved of all duty during the 30-minute meal period . . . an
27 employer's obligation is to provide an off-duty meal period: an uninterrupted 30-minute
28 period during which the employee is relieved of all duty." *Brinker Rest. Corp. v. Superior*

1 Court, 53 Cal. 4th 1004, 1035 (2012). The employee must also be “free to leave the
2 premises.” *Id.* at 1036.

3 38. Defendants also failed to relieve Plaintiff and Class Members from all duty
4 when on their meal period by requiring Plaintiff and Class Members to remain on-call
5 during meal periods. Additionally, Defendants pressured Plaintiff and Class Members to
6 prioritize completing assigned work by working through their meal periods, skipping them,
7 or by interrupting their meal periods, or by taking them late. Numerous Class Members,
8 including Plaintiff, were required to take late meal periods, skip them, interrupt them, or
9 remain on duty due to the combination of Defendants’ scheduling practices and policies.

10 39. Defendants did not pay Plaintiff and Class Members all meal period premium
11 wages when meal periods were missed, interrupted by work, and taken late, in violation of
12 Wage Order No. 5 and Labor Code sections 226.7 and 512(a).

13 40. Defendants’ conduct violates Wage Order No. 5 and Labor Code sections
14 512(a), 226.7, and 1198. Plaintiff and Class Members are entitled to one additional hour of
15 pay at their regular rate of compensation for each workday that a compliant meal period
16 was not provided, and interest thereon, along with applicable civil penalties.

17 **FOURTH CAUSE OF ACTION**

18 ***California Labor Code §§ 226.7 and 1198***

19 ***Failure to Provide Rest Periods or Premium Pay in Lieu Thereof***

20 **(Plaintiff and Class Against Defendants)**

21 41. Plaintiff repeats and incorporates by reference all allegations contained in the
22 preceding paragraphs as if fully set forth herein.

23 42. At all times relevant to this complaint, Defendants knew it was obligated to
24 provide compliant rest breaks to its non-exempt employees pursuant to Labor Code
25 § 226.7.

26 43. Labor Code § 226.7 provides:

27 (a) No employer shall require any employee to work during any meal or rest
28 period mandated by an applicable order of the Industrial Welfare

Commission.

(b) If any employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

44. Labor Code § 226.7, 512(a), and 1198 provide that no employer shall require an employee to work during any rest or meal period mandated by an applicable order of the IWC, including Wage Order No. 5. Employers must authorize and permit employees to be relieved of all duty during their rest and meal periods: "A rest period, in short, must be a period of rest."¹ *Augustus v. ABM Sec. Servs., Inc.*, 385 P.3d 823, 834 (2016).

45. Defendants failed to relieve Plaintiff and Class Members from all duty when on their rest period by requiring Plaintiff and Class Members to remain on-call throughout rest periods. Additionally, Defendants pressured Plaintiff and Class Members to prioritize completing assigned work by working through their rest periods, skipping them, or by interrupting their rest periods.

46. As a direct and proximate result of Defendants' willful and unlawful conduct, Plaintiff and Class Members have sustained damages, including lost compensation resulting from missed or non-compliant rest periods, in an amount to be established at trial.

47. Pursuant to Wage Order No. 5 and Labor Code § 226.7(b), Plaintiff and Class Members are entitled to recover from Defendants an additional hour of pay at their regular rates of pay for each shift that a compliant rest period was not provided. Defendant was aware that its actions were a violation of applicable law but consistently refused to pay

¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department of Industrial Relations, "Rest Periods/Lactation Accommodations," available at https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the work premises during my rest period? A. No, your employer cannot impose any restraints not inherent in the rest period requirement itself.").

1 premium pay as required by law.

2 **FIFTH CAUSE OF ACTION**

3 ***California Labor Code § 2802***

4 ***Failure to Reimburse Necessary Business Expenses***

5 **(Plaintiff and Class Against Defendants)**

6 48. Plaintiff repeats and incorporates by reference every allegation in this
7 complaint as if fully set forth herein.

8 49. Labor Code section 2802 provides that “[a]n employer shall indemnify his or
9 his employee for all necessary expenditures or losses incurred by the employee in direct
10 consequence of the discharge of his or his duties, or of his or his obedience to the directions
11 of the employer.” Lab. Code § 2802.

12 50. Defendants failed to reimburse Plaintiff and Class Members for all business-
13 related expenses that were necessary to perform their job, including requiring Plaintiff and
14 the Class to use of their personal cell phones for Defendants’ business, as well as make work
15 related purchases of clothing and material without reimbursement. *See Cochran v.*
16 *Schwan’s Home Services, Inc.*, 228 Cal. App. 4th 1137 (2014).

17 51. By unlawfully failing to pay Plaintiff and Class Members, Defendants are
18 liable for the costs Plaintiff and Class Members incurred plus attorneys’ fees and costs. Lab.
19 Code § 2802.

20 **SIXTH CAUSE OF ACTION**

21 ***California Labor Code §§ 226(a)/(f)/(h), 226.3, and 1174(d)***

22 ***Failure to Provide and Maintain Accurate Records***

23 **(Plaintiff and Class Against Defendants)**

24 52. Plaintiff repeats and incorporates by reference all allegations contained in the
25 preceding paragraphs as if fully set forth herein.

26 53. Labor Code § 226 requires employers to furnish employees with an accurate,
27 itemized statement in writing showing, among other things, (1) gross wages earned; (2)
28 total hours worked by the employee (for hourly-paid, non-exempt employees); (3) net

wages earned; and (4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

54. At all times relevant to this complaint, Defendants' failure to pay premium wages for missed meal and rest periods and minimum and/or overtime wages for work-off-the-clock rendered Class Members' wage statements inaccurate by failing to accurately reflect Plaintiff's and Class Member's time worked, as well as premium, gross, and net wages earned.

55. Injury. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiff and Class Members. Plaintiff and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or they were misinformed about how much compensation was owed.

56. Relief. Labor Code § 226(e)(1) provides that an employee suffering injury as a result of not being provided with an accurate itemized wage statement is entitled to recover the greater of all actual damages suffered or fifty (\$50) dollars for the initial violation and one hundred (\$100) dollars for each subsequent violation, up to \$4,000. Pursuant to Labor Code §§ 226(e) and (g), Plaintiff and all others similarly situated are entitled to injunctive relief to ensure Defendants' compliance with Labor Code § 226, as well as attorney's fees and costs of suit.

57. Additionally, Defendants' actions in regard to Labor Code § 248.2(d)(2)(A) constitute violations of Labor Code sections 233 and 245, *et seq.* As a result, Plaintiff and the Class are accordingly entitled to all applicable civil penalties, and reasonable attorney's fees and costs in an amount subject to proof at trial. Lab. Code §§ 233 and 245, *et seq.*

SEVENTH CAUSE OF ACTION

California Labor Code §§ 201, 202, 203, 204, 210

Failure to Pay Wages When Due

(Plaintiff and Class Against Defendants)

58. Plaintiff repeats and incorporates by reference all allegations contained in the

preceding paragraphs as if fully set forth herein.

59. Labor Code § 201 provides, in relevant part, that:

If an employee not having a written contract for a definite period quits his or her employment, his or her wages² shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. Notwithstanding any other provision of law, an employee who quits without providing a 72-hour notice shall be entitled to receive payment by mail if he or she so requests and designates a mailing address. The date of the mailing shall constitute the date of payment for purposes of the requirement to provide payment within 72 hours of quitting.

60. Defendants do not include definite periods of service in their contracts of employment for Class Members employed at their California properties. Plaintiff's contract of employment did not include a definite term.

61. Labor Code § 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

62. Labor Code § 204 provides that all wages, other than those mentioned in

² Labor Code § 200 defines "wages" as "all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation." "Labor" is defined as "labor, work, or service . . . if the labor to be paid for is performed personally by the person demanding payment." Additionally, in *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal. 5th 93 (2022), the California Supreme Court recently held that failure to pay premiums for violating the California Labor Code's meal and rest break provisions constitutes "wages" for purposes of waiting time penalties.

1 Section 201 and 202, are due and payable twice during each calendar month, on days
2 designated in advance by the employer as regular paydays.

3 63. Failure to Timely Pay Wages Due. As set forth above, Defendants failed to
4 timely pay the minimum wages, overtime wages, and meal and rest period premiums
5 resulting from its deficient timekeeping and meal and rest period policies upon its regularly
6 scheduled paydays.

7 64. Relief. Defendants' failure to pay Plaintiff and those Class Members wages on
8 their regularly scheduled pay dates subjects Defendants to civil penalties in the amount of
9 \$100 per employee per initial violation and \$200 per employee for every subsequent
10 violation of Labor Code § 204 pursuant to Labor Code § 210.

11 65. Failure to Pay Upon Termination. Plaintiff and many Class Members have left
12 Defendants' employ during the Class Period. As discussed above, Defendants knowingly
13 failed to pay Plaintiff and Class Members all earned wages upon termination. Instead,
14 Defendants willfully and intentionally refused to pay the earned rest and/or meal period
15 premiums and earned minimum wages as alleged herein to Plaintiff and Class Members in
16 violation of Labor Code §§ 201 and 202.

17 66. Relief. Defendants' failure to pay Plaintiff and those Class Members who are
18 no longer employed by Defendants their wages earned and unpaid at the time of discharge,
19 or within seventy-two (72) hours of their leaving Defendants' employment, violates Labor
20 Code §§ 201 and 202. Plaintiff and Class Members are therefore entitled to recover from
21 Defendants the statutory penalty wages for each day they were not paid, at their regular
22 rate of pay, up to a 30-day maximum penalty under Labor Code § 203.

23 **EIGHTH CAUSE OF ACTION**

24 ***California Business and Professions Code §§ 17200, et seq.***

25 ***Violation of California's Unfair Competition Law***

26 **(Plaintiff and Class Against Defendants)**

27 67. Plaintiff repeats and incorporates by reference every allegation in this
28 complaint as if fully set forth herein.

68. Defendants are each a “person” as defined by California Business & Professions Code § 17201, as it is a natural person, corporation, firm, partnership, joint stock company, and/or association.

69. Unlawful Business Practices. Defendants’ knowing violations of the Labor Code and IWC Wage Order No. 5 constitute an unlawful business practice as set forth in Business & Professions Code § 17200, *et seq.*

70. Defendants’ failure to abide by the laws discussed herein provide Defendants an unfair advantage over their competitors at the expense of their workers. Instead, Defendants cut corners in the name of higher profits and at the expense of employee well-being. Defendants’ action thereby constitutes an unfair, fraudulent, and/or unlawful business practice under Business & Professions Code § 17200, *et seq.*

71. Relief. Plaintiff brings this cause of action seeking equitable and injunctive relief to stop Defendants’ willful and ongoing misconduct, and to seek restitution of the amounts Defendants acquired through the unfair, unlawful, and fraudulent business practices described herein. In addition, Plaintiff seeks an award of costs and attorneys’ fees pursuant to California Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

PAGA Penalties (Labor Code §§ 2698, et seq.)

(Plaintiff and Class/Aggrieved Employees Against Defendants)

72. Plaintiff repeats and incorporates by reference every allegation in this complaint as if fully set forth herein.

73. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of herself and other current or former employees to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders.

74. Mr. Ruiz, by nature of his employment with Defendants, is an aggrieved employee for purposes of this Complaint with standing to bring an action under PAGA.

75. Plaintiff, on behalf of the State of California and all Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil

1 penalties for Defendants' violation of Labor Code §§ 201, 202, 203, 204, 206.5 226, 226.3,
2 226.7, 510, 512, 558, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1199, 1401, and 2802 as
3 described herein, plus attorneys' fees and costs.

4 76. Entitlement to Penalties. Under the California Private Attorneys General Act
5 ("PAGA"), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative
6 action as a private attorney general, on behalf of herself and other current or former
7 employees, against whom a violation of the same provision(s) was committed, as well as
8 the general public, to recover penalties for an employer's violations of the Labor Code and
9 IWC Wage Orders within one year of filing a notice to the Labor and Workforce
10 Development Agency in the amounts set forth in Labor Code § 2698.

11 77. These penalties are in addition to any other relief available under the Labor
12 Code and are allocated sixty-five percent to the Labor and Workforce Development Agency
13 and thirty-five percent to the affected employees.

14 78. These penalties may be "stacked" separately for each of Defendants'
15 violations of the Labor Code subject to the exceptions enumerated in Labor Code section
16 2698(i). *See, e.g., Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at
17 *17 n.77 (C.D. Cal. June 22, 2012); *see also O'Connor v. Uber Techs., Inc.*, No. 13-CV-
18 03826-EMC, 2016 WL 3548370, at *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

19 79. Procedural Requirements Met. On November 12, 2024, Plaintiff
20 electronically filed a notice of claims with the LWDA and sent a copy to Defendants by
21 certified mail. On January 16, 2025, the sixty-five-day notice period expired as to all
22 defendants. Plaintiff did not receive notice from the LWDA that it would be investigating
23 the complaint nor did Plaintiff receive notice from the LWDA that it was declining to
24 investigate with the 65-day period under Labor Code § 2699.3. Since the LWDA took no
25 steps within the prescribed time to intervene, Plaintiff has exhausted all required
26 administrative remedies required to seek penalties under PAGA. *See* Lab. Code §
27 2699.3(a)(2). A true and correct copy of Plaintiff's PAGA Notice is attached herein as
28 **Exhibit A.**

1 **DEMAND FOR JURY TRIAL**

2 Pursuant to California Code of Civil Procedure § 631, Plaintiff demands a trial by
3 jury on all issues so triable.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- 6 A. For an Order:
- 7 a. Certifying the Class;
- 8 b. Appointing Plaintiff as representative of the Class;
- 9 c. Appointing Plaintiff's counsel as Class Counsel;
- 10 B. For actual and liquidated damages according to proof at trial;
- 11 C. For statutory and civil penalties and special damages, according to proof at
12 trial;
- 13 D. For pre- and post-judgment interest on monetary damages;
- 14 E. For preliminary and permanent injunctive relief;
- 15 F. For reasonable attorney's fees and costs and expert fees and costs as allowed
16 by law; and
- 17 G. For such other relief as this Court deems just and proper.

18
19 Dated: January 16, 2025

Respectfully submitted,

20 **AKHAVAN & ASSOCIATES**

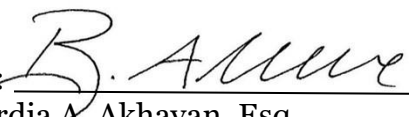
21
22 By: 
23 Bardia A. Akhavan, Esq.
24 Attorneys for Plaintiff and the Putative
25 Class
26
27
28

EXHIBIT A



AKHAVAN
— & ASSOCIATES —
A PROFESSIONAL LAW CORPORATION

AKHAVAN & ASSOCIATES

15760 Ventura Boulevard, Suite #1720
Encino, California 91436
Tel: 855.463.4733
www.baalaw.com

November 12, 2024

PAGA NOTICE FILED ELECTRONICALLY; SENT VIA CERTIFIED U.S. MAIL

Jeffrey Chen – Agent for Service of Process
PACIFIC FARM MANAGEMENT, INC.
1925 Jerrold Avenue
San Francisco, California 94124
Tracking: 9589 0710 5270 1140 8508 11

Jeffrey Chen – Agent for Service of Process
GRUBMARKET, INC.
395 Oyster Point Boulevard, Suite 515
South San Francisco, California 94080
Tracking: 9589 0710 5270 1140 8508 28

Re: Notice Letter of JORGE RUIZ on Behalf of Himself and
Aggrieved Employees Under California Labor section 2699.3

Employer: **PACIFIC FARM MANAGEMENT, INC.**
1200 Maple St Suite C
Madera, California 93637

GRUBMARKET, INC.
395 Oyster Point Boulevard, Suite 515
South San Francisco, California 94080

To Whom It May Concern:

This letter shall constitute notice under Labor Code section 2699.3 (hereinafter “PAGA Notice”). The \$75 filing fee for the PAGA Notice was paid online by credit card at the time this PAGA Notice was submitted online to the Department of Industrial Relations.

This PAGA Notice concerns JORGE RUIZ’S (“Employee”) employment with Employee’s employer: Pacific Farm Management, Inc. and Grubmarket, Inc. Employee was employed as a non-exempt employee of Pacific Farm Management, Inc. and Grubmarket, Inc. with duties that included, but were not limited to, tasks relating to cleaning agricultural product, amongst other tasks, from approximately October 2022 through January 2024. In connection with the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 245, *et seq.*, Labor Code section 432, Labor Code section 1198.5, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech, Employee seeks to represent all employees of Pacific Farm Management, Inc. and Grubmarket, Inc., and each of them, as well as their parents, subsidiaries and affiliates (hereinafter “Employer”). On all other claims mentioned herein, Employee seeks to represent only non-exempt employees of Employer.

Employee and other aggrieved employees are covered by Labor Code section 510 and applicable Wage Orders. Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of requiring its employees to work more than eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock, and/or go through security screenings and/or temperature checks off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, mask allowances, gift cards and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; detrimental rounding of employee time entries, editing and/or manipulation of time entries to show less hours than actually worked, for paying straight pay instead of overtime pay, and by attempting but failing to properly implement an alternative workweek schedule ("AWS") (including, without limitation, by failing to implement a written agreement designating the regularly scheduled alternative workweek in which the specified number of work days and work hours are regularly recurring; failing to adopt the AWS in a secret ballot election, before the performance of work, by at least a two-thirds (2/3) vote of the affected employees in the work unit; failing to follow the notice/disclosures procedures prior to any AWS election; and/or failing to register an AWS election with the State of California, as required by Labor Code section 511 and applicable Wage Orders) all to the detriment of Employee and other aggrieved employees. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code sections 510, 1194, and applicable Wage Orders based on its practice of providing total compensation that is less than the required legal overtime compensation for the overtime worked, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of failing to compensate Employee and other aggrieved employees with minimum wages for all hours worked or otherwise under Employer's control as a result of, without limitation, failing to accurately track and/or pay for all minutes actually worked; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Employer's control due to long lines for clocking in, to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to clock out for meal periods and continue working, to clock out for rest periods, to don and doff uniforms and/or safety equipment off the clock, to attend company meetings off the clock, to make phone calls or drive off the clock; detrimental rounding of employee time entries; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay split shift premiums. In

addition, Employee and other aggrieved employees were required to report to work, and did report, but were not put to work and/or were furnished less than half their usual or scheduled day's work without being paid for half the usual or scheduled work at their regular rate of pay. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code sections 221, 223, 1197, 1182.12, Cal. Code Regs, title 8, section 110404(5)(A), and applicable Wage Orders based on its continued failure to pay minimum wages for all hours worked, entitling Employee and other aggrieved employees to actual and liquidated damages under, without limitation, Labor Code sections 1194 and 1194.2. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a policy or practice of compelling its employees to work in excess of five (5) and ten (10) hours per day without being afforded uninterrupted, timely, and complete 30-minute meal periods or compensation in lieu thereof including, without limitation: by interrupting meal periods; not providing timely meal periods; failing to provide first and second meal periods; providing short meal periods; requiring that employees carry cellular telephones or walkie-talkies during meal periods; not permitting employees to leave the premises; otherwise requiring on-duty/on-call meal periods; and auto-deducting meal periods that could not be auto-deducted by law or during which employees worked. Consequently, Employee is informed and believes, and based thereon alleges, that Employer violated Labor Code section 512, entitling Employee and other aggrieved employees to premium payments under Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant meal periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant meal periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of compelling its non-exempt employees, including, without limitation, Employee, to work over four-hour periods (or major fractions thereof) without authorizing and permitting Employee and other aggrieved employees to take uninterrupted, timely, and complete ten-minute rest periods in which the employees are completely relieved of all of their duties, including, without limitation: by failing to provide rest periods all together; requiring that they be bundled together and/or with meal periods; interrupting them; requiring that employees carry cellular telephones or walkie-talkies during rest periods not providing them in a timely fashion; and not permitting employees to leave the premises; and otherwise requiring on-duty/on-call rest periods. As such, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code section 226.7. However, Employee is informed and believes that those premium payments under Labor Code section 226.7 were not made, either, for these non-compliant rest periods, either at all or at the proper regular rate of pay. Employer would thus be liable for civil penalties pursuant to Labor Code sections 558 and 2699 for both failing to authorize the taking of compliant rest periods, as well as for failing to provide premium pay under Labor Code section 226.7.

Employee is informed and believes, and based thereon alleges, that Employer maintains policies or practices of failing to permit Employee and other aggrieved employees from taking cooldown rest periods as required under California Code of Regulations, Title 8, Section 3395 and premium pay in lieu thereof under Labor Code section 226.7. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

In addition to the above, Employee is informed and believes, and based thereon alleges that Employer failed and continue to fail to keep adequate or accurate time records including wage statements and similar payroll documents under Labor Code section 226, documents signed to obtain or hold employment under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records under Labor Code section 1174, making it difficult for Employee and other aggrieved employees to calculate their unpaid wages and/or premium payments. Employer also failed to provide these documents to Employee and other aggrieved employees upon request. This would entitle Employee and other aggrieved employees to penalties prescribed by Labor Code sections 226 and 1198.5. Employer would also be liable for civil penalties pursuant to Labor Code sections 558, 1174.5 and 2699.

As a result of, among other things, Employer's herein-described policy or practice of failing to: accurately record time; failing to pay overtime and minimum wages; provide meal periods; provide rest periods; and provide compensation in lieu of meal or rest periods; as described above, Employee is informed and believes, and based thereon alleges, that Employer also intentionally failed and continues to fail to furnish aggrieved employees, including, without limitation, Employee, with itemized wage statements that accurately reflect: gross wages earned; total hours worked by the employee; net wages earned; all deductions; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; the legal name and address of the other; and other such information as required by Labor Code section 226, subdivision (a). Specifically, Employer intentionally failed to furnish employees with itemized wage statements that accurately reflect the hours worked by Employee and other aggrieved employees and the rates of pay at which they were or should have been paid (including due to failure to pay at the proper regular rate), thus resulting in a failure to reflect gross and net wages earned and paid at each rate, as well. Consequently, since Employer would have failed to comply with Labor Code section 226, subdivision (a), Employee and other aggrieved employees would be entitled to recover penalties under, without limitation, Labor Code section 226, subdivision (e). Employer would also be liable for civil penalties pursuant to Labor Code sections 226.3, 558, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer also failed and refused, and continue to fail and refuse, to timely pay compensation to Employee and other terminated or resigned employees, including but not limited to, all overtime wages owed; all minimum wages owed; and all premium pay owed as set out above, including, without limitation, for failure to pay at the proper regular rate of pay, among other things. Consequently, Employer would be liable for waiting time penalties for having violated California Labor Code sections 201, 202, and 203. Employer would also be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges, that Employer has or had a policy or practice of unlawfully deducting wages by issuing in payment of wages due, or to become due, or as an advance on wages to be earned: an order, check, draft, note, memorandum, gift card, or other acknowledgement of indebtedness, (unless it was negotiable and payable in cash, on demand, without discount, at some established place of business in the state), the name and address of which must but did not appear on the instrument, and at the time of its issuance and for a reasonable time thereafter, which must be but was not at least 30 days, the maker or drawer did not have sufficient funds in, or credit, arrangement, or understanding with the drawee for its payment or any scrip, coupon, cards, or other thing redeemable, in merchandise or purporting to be payable or redeemable otherwise than in money. Employee is further informed and believes, and based thereon alleges, that such wages were not compensated at the “regular rate” of compensation as provided under Labor Code sections 226.7 and 510, subsection (a). Consequently, Employee is informed and believes, and based thereon alleges, that Employee and other aggrieved employees are entitled to relief under, without limitation, Labor Code sections 212, 213, 226.7, and 510 subsection (a). Employer would thus be liable for civil penalties pursuant to Labor Code sections 558, 1197.1, and 2699.

Employee is further informed and believes, and based thereon alleges that Employer failed and refused, and continues to fail and refuse, to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Employee and other aggrieved employees with the rates of pay and overtime rates of pay applicable to their employment, allowances claimed as part of the minimum wage, the regular payday designated by Employer, the name of the employer, including any “doing business as” names used, the name, address and telephone number of the workers’ compensation insurance carrier, information regarding paid sick leave, and other pertinent information required to be disclosed by Employer under Labor Code section 2810.5. Employee is informed and believes that failure to provide such information, including rates of pay that are in effect, has permitted Employer to pay employees at rates of pay that were not agreed upon and violate minimum wage and overtime wage laws in California. Employee is additionally informed and believes that the notice requirement of Labor Code section 2810.5 involves a mandatory payroll or workplace injury reporting. Among other relief, employees may collect from Employer in connection with these violations’ civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer also failed and refused, and continues to fail and refuse, to reimburse employees, including, without limitation, Employee and other aggrieved employees, with their costs incurred for driving personal vehicles (*i.e.*, mileage and gas), purchasing uniforms, providing uniform and other deposits, separately laundering mandatory uniforms, for the purchase of tools and safety equipment, and for the purchase and maintenance of cellular phones and cellular phone plans, in direct consequence of the discharge of their duties, or of their obedience to the directions of Employer, as required by Labor Code section 2802, and other statutory and common law offenses. As a result, Employer are liable to reimburse Employee and other aggrieved employees for these costs incurred in furtherance of work duties. In addition, Employer would be liable for civil penalties pursuant to Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to reimburse deposits made, including uniform deposits together with all interest owed at the separation of employment in violation of Labor Code section 404, entitling Employee and other aggrieved employees to damages in the amount of the deposit and accrued interest. Employer would also be liable for civil penalties under Labor Code sections 558 and 2699.

Employee is further informed and believes, and based thereon alleges, that Employer has or had a policy or practice of failing to provide Employee and other aggrieved employees with all rights afforded to them under the Healthy Workplace Healthy Families Act of 2014, codified at Labor Code section 245, *et seq.*, including, without limitation, the amount of paid sick leave required to be provided pursuant to California and local laws. Employee is further informed and believes that the sick pay was not provided at the proper regular of pay as required under California law due to failure to properly calculate the regular rate. Employee is further informed and believes that Employer also did not permit its use upon request by Employee and other aggrieved employees as contemplated under California and local laws. Employee is additionally informed and believes that the notice requirement of Labor Code section 245 *et seq.* involves a mandatory payroll or workplace injury reporting. As such, Employer would be liable for civil penalties for violation of the paid sick leave regulations under Labor Code section 2699, as well as equitable, injunctive, or restitutionary relief, and reasonable attorneys' fees and costs.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their paid time off and vacation time owed upon separation of employment as wages at their final rate of pay in violation of Labor Code section 227.3 and applicable Wage Orders. As such, Employer would be liable for civil penalties for violation of Labor Code section 227.3 under Labor Code section 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to pay aggrieved employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month." Employee is informed and believes and based thereon alleges that Employer did not and do not pay Employee and other aggrieved employees in accordance with Labor Code Section 204. As such, Employee is informed and believes, and based thereon alleges that Employer violated Labor Code section 204. Employer would be liable for civil penalties pursuant to Labor Code sections 210, 558 and 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy of failing to provide all temporary workers with owed wages weekly by not later than the regular payday of the following week. As a result, pursuant to Labor Code section 201.3, Employer would be liable for civil penalties pursuant to Labor Code sections 201.3.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of failing to provide all working employees with suitable seats when the nature of the work reasonably permits the use of seats. Employee is further informed and believes, and based thereon alleges that Employer has failed to place an adequate number of seats in reasonable proximity to the work area and/or permitted employees to use such seats when it does not interfere with the performance of their duties when employees are not engaged in the active duties of their employment and the nature of their work requires standing.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from using or disclosing the skills, knowledge and experience they obtained at Employer for purposes of competing with Employer, including, without limitation, preventing Employees from disclosing their wages in negotiating a new job with a prospective employer, and from disclosing who else works at Employer and under what circumstances that they might be receptive to an offer from a rival employer. As such, Employee is informed and believes that this violates Business and Professions Code sections 17200, 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor Code sections 232, 232.5, and 1197.5, subdivision (k). Employer would be liable for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from disclosing violations of state and federal law, either within Employer to their managers or outside Employer to private attorneys or government officials, among others, in violation of Business and Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Employee is informed and believes that these policies and/or practices prevent Employee and/or other aggrieved employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5. These violations of the Labor Code would expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer had and has a policy or practice of preventing Employee and/or other aggrieved employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Employee is informed and believes that this lawful conduct includes the exercise of Employee and/or other aggrieved employee's constitutional rights of freedom of speech and economic liberty and would thus expose Employer to liability for civil penalties pursuant to Labor Code section 2699.

Employee is informed and believes, and based thereon alleges that Employer violated section 1527, 3366, 3457 and 8397.4 by failing to provide adequate and readily accessible sanitation facilities; a regular schedule for servicing, cleaning, and supplying each facility to ensure it is maintained in a clean, sanitary and serviceable condition; an adequate supply of suitable

cleansing agents, water, single-use towels or blowers; and a sufficient number of toilets to be used by each sex of employee.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of conducting unlawful background checks on prospective and current employees prior to making a conditional offer. Employee is informed and believes, and based thereon alleges, that Employer violated applicable laws by, without limitation: requiring job applicants and employees to disclose their conviction history before Employer made a conditional offer of employment; inquiring into or considering the conviction history of applicants before Employer made any conditional offers of employment; considering, distributing, or disseminating information about arrests not followed by conviction, referrals to or participation in a pretrial or posttrial diversion program, convictions that have been sealed, dismissed, expunged, or statutorily eradicated pursuant to law, or any conviction for which the convicted person has received a full pardon or has been issued a certificate of rehabilitation, while conducting conviction history background checks in connection with any applications for employment; intending to deny an applicant a position of employment solely or in part because of the applicant's conviction history; and asking applicants for employment to disclose, through any written form or verbally, information concerning or related to an arrest, detention, processing, diversion, supervision, adjudication, or court disposition that occurred while the person was subject to the process and jurisdiction of the juvenile court, to the detriment of Employee and other aggrieved employees. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.7 and Government Code section 12952, entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.7, 432.8, and 2699.

Employee is informed and believes, and based thereon alleges, that Employer had and has a practice or policy of relying on the salary history information of an applicant for employment as a factor in determining whether to offer employment to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by including, on Employer's application for employment, an inquiry regarding current and/or former salary history information, including, without limitation, compensation and benefits of the applicant for employment. As such, Employee is informed and believes, and based thereon alleges, that Employer violated, without limitation, Labor Code section 432.3 entitling Employee and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code sections 432.3 and 2699.

//

//

//

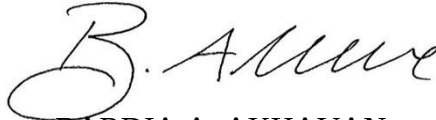
//

California Labor and Workforce Development Agency
November 11, 2024
Page 9

Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), please advise within sixty-five (65) calendar days of the postmarked date of this notice whether the LWDA intends to investigate the violations alleged above. Our office understands that if we do not receive a response within sixty-five (65) calendar days of the postmark date of this PAGA Notice that the LWDA intends to investigate these allegations, Employee may immediately thereafter file a civil complaint against Employer to allege causes of action for civil penalties under the Private Attorney General Act for the herein-described alleged violations of the Labor Code.

Very truly yours,

AKHAVAN & ASSOCIATES

A handwritten signature in black ink, appearing to read "B. Akhavan", written in a cursive style.

BARDIA A. AKHAVAN
Bardia@baalaw.com

cc: PACIFIC FARM MANAGEMENT, INC. (via U.S. Certified Mail)
GRUBMARKET, INC. (via U.S. Certified Mail)