

Kevin Mahoney, Esq. (SBN: 235367)
kmahoney@mahoney-law.net
John A. Young (SBN: 299809)
jyoung@mahoney-law.net
MAHONEY LAW GROUP, APC
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802
Telephone No.: 562-590-5550
Facsimile No.: 562-590-8400

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David W. Slayton,
Executive Officer/Clerk of Court,
By J. Covarrubias, Deputy Clerk

Attorneys for Plaintiff JOSE FARFAN, as an individual, and on behalf of all similarly situated employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF LOS ANGELES

JOSE FARFAN, as an individual and on
behalf of all similarly situated employees,

Plaintiff,

v.

OC STAFFING and HR SOLUTIONS LLC,
and DOES 1 through 50, inclusive,

Defendants.

Case No.: **24STCV23607**

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Failure to Pay All Wages Including Minimum Wages and Overtime Wages (Labor Code § 510);
2. Failure to Provide Meal Periods (Labor Code §§ 226.7 And 512);
3. Failure to Provide Rest Periods (Labor Code §§ 226.7, 512);
4. Failure to Keep Accurate Payroll Records (Labor Code Section 226, 226.3, 1174, and 1174.5)
5. Failure to Timely Pay Wages at Separation (Labor Code §§ 201, 202, 203); and
6. Unfair Business Practices (Bus. Prof. Code Section 17200 et. seq.).

DEMAND FOR JURY TRIAL

1 Plaintiff JOSE FARFAN (“Plaintiff”), on behalf of himself, and all others similarly
2 situated, complains and alleges, on information and belief, the following:

3 **INTRODUCTION**

4 1. This is a class action brought on behalf of Plaintiff and the class he seeks to
5 represent (“Plaintiff Class” or “Class Members”) pursuant to California Code of Civil Procedure
6 section 382. Plaintiff Class consists of all non-exempt, hourly-paid employees currently and/or
7 formerly employed by Defendant OC STAFFING AND HR SOLUTIONS LLC (“Defendant”),
8 in the State of California during the Class Period. The term “Class Period” is defined as four (4)
9 years prior to the filing of this complaint through the date of certification. Plaintiff reserves the
10 right to amend this complaint to reflect a different “Class Period” or “Plaintiff Class” as further
11 discovery is conducted.

12 2. Plaintiff, individually, and on behalf of the class he seeks to represent, seeks relief
13 against Defendant for Defendant’s practice of violating the applicable wage orders, the applicable
14 Code of Regulations, and California Labor Codes, including: (1) failure to pay minimum and
15 overtime wages, (2) failure to provide rest periods or compensation in lieu thereof, (3) failure to
16 provide meal periods or compensation in lieu thereof, (4) failure to pay wages at separation, and
17 (5) unfair business practices. These violations concern current and past employees of Defendant.

18 3. Plaintiff brings this lawsuit seeking injunctive, restitution, and monetary relief
19 against Defendant, and each of them, on behalf of Plaintiff individually, and on behalf of all
20 aggrieved and similarly-situated employees to recover, among other things, unpaid wages and
21 benefits, interest, penalties, liquidated damages, attorney's fees and costs pursuant to California
22 Labor Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, subdivision (a), 226.3, 226.7,
23 510, 511, 512, 1174, 1174.5 and California Code of Civil Procedure section 1021.5, and
24 applicable provisions of IWC Wage Order. Plaintiff reserves the right to name additional
25 representatives throughout the State of California.

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1 **JURISDICTION AND VENUE**

2 4. Venue is proper in this judicial district and the County of Los Angeles, pursuant
3 to Code of Civil Procedure section 395, because Defendant maintains its location and transacts
4 business in this county, the obligations and liability arise in this county, and work was performed
5 by Plaintiff and members of the hourly non-exempt Class Members, in this county, makes the
6 subject of this action in the County of Los Angeles, California. Furthermore, Defendant employed
7 Plaintiff and numerous Class Members within the State of California, and the unlawful acts
8 alleged herein have a direct effect on Plaintiff and the Class Members.

9 5. The California Superior Court has jurisdiction in the matter because the individual
10 claims are under the seventy-five thousand dollar (\$75,000.00) individual jurisdictional threshold
11 and the five million dollars (\$5,000,000.00) aggregate jurisdictional threshold for federal court
12 and, upon information and belief, Plaintiff and Defendant are residents of and/or domiciled in the
13 State of California. Further, there is no federal question at issue as the issues herein are based
14 solely on California statutes and law, including the California Labor Code, Industrial Welfare
15 Commission Wage Orders, Code of Civil Procedure, California Rules of Court, and The Business
16 and Professions Code. Thus, the above entitled court maintains appropriate jurisdiction to hear
17 this matter.

18 **THE PARTIES**

19 **Plaintiff**

20 6. Plaintiff was employed by Defendant beginning in or around July 2023, through
21 October 13, 2023. At all relevant times herein, Plaintiff was employed by Defendant in a non-
22 exempt, hourly position, and was entitled to compensation for all hours worked, overtime
23 compensation, and penalties from Defendant. Each of the Class Members are identifiable, current
24 and/or formerly similarly situated persons who were employed in non-exempt hourly positions in
25 California for Defendant during the Class Period.

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Defendants

7. Plaintiff is informed and believes, and based thereon alleges, that Defendant OC STAFFING AND HR SOLUTIONS LLC. is a California corporation and is and/or was the employer of Plaintiff and Class Members during the Class Period. On information and belief, and based thereon, Plaintiff alleges that Defendant is conducting business in good standing in California, and at all time herein mentioned has regularly conducted business throughout the State of California.

8. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief alleges that said Defendants are legally responsible for the payment of wages, and the payment of rest and meal period compensation, to Plaintiff and Plaintiff Class by virtue of their unlawful practices, and therefore sues these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

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

10. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-Defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendants.

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11. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants sued herein was, at all relevant times, the employer, owner, shareholder, principal, joint venture, proxy, agent, employee, supervisor, representative, manager, managing agent, joint employer and/or alter-ego of the remaining Defendants, and was acting, at least in part, within the course and scope of such employment and agency, with the express and implied permission, consent and knowledge, approval and/or ratification of the other Defendants. The above co-Defendants, managing agents, and supervisors aided, abetted, condoned, permitted, approved, authorized and/or ratified the unlawful acts described herein.

GENERAL ALLEGATIONS

12. Plaintiff and the Class Members are, and at all times relevant herein, have been non-exempt employees within the meaning of the California Labor Code and the implementing rules and regulations of IWC California Wage Orders.

13. Plaintiff is informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common across each of Defendant's locations.

14. Defendant employed Plaintiff as a non-exempt hourly employee, specifically an assembler.

15. Plaintiff is informed and believes, and based thereon alleges, that Defendant instituted a policy and practice against its employees wherein regular and overtime wages due were not paid in compliance with California law. Plaintiff and Plaintiff Class were not properly compensated all wages, including minimum, overtime and double time wages for all hours worked as a result of Defendant's policy and practice of obligating Plaintiff and Plaintiff Class to work through meal periods while off-the-clock. Additionally, Plaintiff and Plaintiff Class frequently worked over eight (8) hours per day and/or forty (40) hours per week. However, Defendant failed to compensate Plaintiff and Plaintiff Class the legally mandated overtime rate for all work performed over eight (8) hours per day and/or forty (40) hours per week by, among other things, imposing on Plaintiff and Plaintiff Class a time "rounding policy" which was not fair and neutral and which resulted, over a period of time, in failure to compensate employees properly for all time actually worked, including minimum wage and/or overtime wages.

1 16. Plaintiff is informed and believes, and based thereon alleges, that Defendant was
2 obligated to provide Plaintiff and Class Members with a work-free, thirty (30) minute meal period
3 within the first five (5) hours of a shift for workdays in excess of six (6) hours, and a second thirty
4 (30) minute meal period within the tenth hour of a shift for workdays in excess of ten (10) hours,
5 in compliance with Labor Code Section 512. Defendant routinely denied Plaintiff and Class
6 Members a full, thirty (30) minute, off-duty meal period when they worked in excess of six (6)
7 hours within the first five (5) hours of their shifts, and routinely denied Plaintiff and Class
8 members a second thirty (30) minute meal period within the tenth (10th) hour of their shifts. On
9 information and belief, neither Plaintiff nor Class Members waived their lawful meal periods or
10 received compensation from Defendant for their missed meal periods. Further Plaintiff alleges
11 that Defendant had an auto-deduct policy for meal periods when Plaintiff and Plaintiff Class did
12 not leave the premises during their meal periods. Defendant utilized the auto-deduct policy
13 regardless of whether Plaintiff and Plaintiff Class actually took a meal period, or received a late
14 or missed meal period.

15 17. Additionally, Defendant was obligated to provide Plaintiff and Class Members
16 with a ten (10) minute rest break for every four (4) hours, or major fraction thereof, worked each
17 day. Defendant further failed and/or refused to schedule Plaintiff and Plaintiff Class in an
18 overlapping manner so as to reasonably ensure meal and/or rest breaks were taken within the
19 required statutory time frame as required by law. Furthermore, Defendant failed and/or refused
20 to pay any Plaintiff and Class Members one (1) hour's pay at the employees' regular rate of pay
21 as premium compensation for failure to provide rest and/or meal periods or to providing such rest
22 and/or meal periods within the statutory time frame as a result of their scheduling policy and
23 practices.

24 18. Plaintiff is informed and believes, and based thereon alleges, that Defendant
25 willfully failed to pay Class Members all wages earned, including regular, overtime and double-
26 time wages and compensation for missed meal and rest periods, in a timely manner upon or after
27 termination of their employment with Defendant.

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1 19. Plaintiff is informed and believes, and based thereon alleges, that Defendant
2 currently employs, and during the relevant liability period has employed over one hundred of
3 employees in the State of California in non-exempt positions.

4 20. At relevant times herein, Plaintiff and the Class Members were employed by
5 Defendant, and were paid predominantly on an hourly basis.

6 21. On information and belief, Plaintiff alleges that Defendant's actions as described
7 throughout this complaint were willful.

8 22. On information and belief, Plaintiff alleges that Defendant willfully failed to pay
9 the legal wages, failed to provide legal meal and rest periods, and willfully failed to pay one
10 hour's wages in lieu of meal and rest periods, when each such employee quit or was discharged.

11 23. Plaintiff, on behalf of herself and all other Class Members, brings this action
12 pursuant to Labor Code sections 201, 202, 203, 204, 218, 218.5, 218.6, 226, 226.7, 510, 511, 512,
13 1194, and 1197, California Business and Professions Code Section 17200 et seq., and Code of
14 Regulations, Title 8, Section 11000 et seq., seeking unpaid wages, unpaid meal period
15 compensation, unpaid rest period compensation penalties, injunctive, and other equitable relief,
16 and reasonable attorneys' fees and costs.

17 24. Plaintiff, on behalf of herself and Class Members, pursuant to Business and
18 Professions Code sections 17200 through 17208, also seeks injunctive relief and restitution for
19 the unfair, unlawful, or fraudulent practices alleged in this complaint.

20 **CLASS ALLEGATIONS**

21 25. Plaintiff brings this action on behalf of herself and all others similarly situated as
22 a class action pursuant to section 382 of the California Code of Civil Procedure. Plaintiff seeks to
23 represent Classes composed of and defined as follows:

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1 (a) All Class Members who are employed or have been employed by Defendant
2 in the State of California, and who, within the four (4) years prior to the filing of
3 this complaint to the present, have worked as a non-exempt employee and were
4 entitled to be paid all wages earned, but was not paid all wages owed, including,
5 but not limited to, the legally requisite minimum wages, overtime wages, or
6 double-time wages;

7 (b) All Class Members who are employed or have been employed by Defendant
8 as non-exempt, hourly-paid employees who, within the four (4) years prior to the
9 filing of this class action complaint to the present, have worked as non-exempt
10 employees and were entitled to receive meal periods, but were not provided a meal
11 period for every five (5) hours or major fraction thereof worked per day, and were
12 not provided one hour's pay for each day on which such meal period was not
13 provided;

14 (c) All Class Members who are employed or have been employed by Defendant
15 in the State of California as non-exempt, hourly-paid employees, and who, within
16 the four (4) years prior to the filing of this class action complaint to the present,
17 were entitled to receive rest periods, but were not provided a rest period for every
18 four (4) hours or major fraction thereof worked per day, and were not provided
19 compensation of one hour's pay for each day on which such rest period was not
20 provided;

21 (d) All Class Members who have been employed by Defendant in the State of
22 California as non-exempt, hourly-paid employees who, work or worked for
23 Defendant during the liability period and were entitled to be provided accurate
24 payroll record pursuant to Labor Code sections 226 and 1174, but were not;

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(e) All Class Members who have been employed by Defendant in the State of California as non-exempt, hourly-paid employees who, within the four (4) years prior to the filing of this class action complaint to the present, separated their employment from Defendant and was entitled to receive all wages owed upon termination, but and have not been paid all wages owed pursuant to Labor Code Section 203 and are owed restitution for waiting time penalties deriving from such wages;

26. Plaintiff reserves the right under rule 3.764 of the California Rules of Court, to amend or modify the class descriptions with greater specificity or further division into subclasses or limitation to particular issues.

27. This action has been brought and may properly be maintained as a class action under the provisions of section 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the proposed Classes are easily ascertainable.

A. Numerosity

28. The potential members of each Class defined herein are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members have not been determined at this time, Plaintiff is informed and believes that Defendant currently employs, and during the relevant time period employed, hundreds of employees in positions as Defendant's non-exempt employees in California, who are or have been affected by Defendant's unlawful practices as alleged herein.

29. Accounting for employee turnover during the relevant periods necessarily increases this number substantially. Upon information and belief, Plaintiff alleges Defendant's employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Classes is not practicable.

B. Commonality

30. Common questions of law and fact predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

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- 1 (a) Whether Plaintiff and Class Members are entitled to regular wages from
2 Defendant under applicable IWC Wage Orders, regulations and statutes for
3 hours worked but not paid;
- 4 (b) Whether Defendant required Plaintiff and Class Members to perform work
5 off-the-clock and or were subject to Defendant's control off-the-clock;
- 6 (c) Whether Plaintiff and Class Members are entitled to overtime
7 compensation from Defendant under applicable IWC Wage Orders,
8 regulations and statutes for hours worked over eight (8) hours per workday
9 or over forty (40) hours in a work week;
- 10 (d) Whether Plaintiff and Class Members are entitled to double-time
11 compensation from Defendant under applicable IWC Wage Orders,
12 regulations and statutes for hours worked over twelve (12) hours per
13 workday or in excess of eight (8) hours on the seventh consecutive day of
14 work in a workweek;
- 15 (e) Whether Defendant failed and continues to fail to provide compliant meal
16 periods to Plaintiff and Class Members;
- 17 (f) Whether Defendant failed and continues to fail to authorize and permit
18 Plaintiff and Class Members to take their rest periods;
- 19 (g) Whether Defendant violated sections 201, 202, and 203 of the Labor Code
20 by failing to pay all earned wages and/or premium wages or return
21 unlawfully deducted wages due and owing at the time that any Class
22 Member's employment with Defendant terminated, voluntarily or
23 involuntarily;
- 24 (h) Whether Defendant violated section 17200 et seq. of the Business and
25 Professions Code, Labor Code sections 201, 202, 203, 351, 226.7, 510,
26 511, 512, 1194, 1174, and applicable IWC Wage Orders, which violation
27 constitutes a violation of fundamental public policy; and
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(i) Whether Plaintiff and Class Members are entitled to equitable relief pursuant to Business and Professions Code section 17200 et seq.

C. Typicality

31. Plaintiff's claims are typical of the claims of the Plaintiff Class. Plaintiff and all Class Members sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of California laws, regulations, and statutes as alleged herein.

D. Adequacy of Representation

32. Plaintiff will fairly and adequately represent and protect the interests of all Class Members. Counsel who represents Plaintiff is competent and experienced in litigating large employment class actions.

E. Superiority of Class Action

33. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to each Class predominate over any questions affecting only individual members of the Class. Each member of the Class has been damaged and is entitled to recovery by reason of Defendant's unlawful policies and practices alleged in the complaint.

34. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

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1 40. WHEREFORE, Plaintiff and Class Members request relief as described herein and
2 below.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE MEAL PERIODS**

5 **(Plaintiff and Plaintiff Class against All Defendants)**

6 41. Plaintiff incorporates all previous paragraphs of this complaint as though fully set
7 forth herein.

8 42. Defendant maintains, and has maintained throughout the Class Period, a policy
9 and practice of failing to provide lawful work-free meal periods to Plaintiff and Class Members,
10 due in part to Defendant's failure to adequately staff workers to all Plaintiff and Class members
11 to take their meal period prior to their fifth (5th) hour of work, for the days on which non-exempt
12 employees work periods in excess of five (5) hours. Further, Defendant failed to provide Plaintiff
13 and Class Members a second meal period on days on which non-exempt employees worked
14 periods in excess of ten (10) hours. Defendant failed to provide Plaintiff and Class Members with
15 compensation for their missed and non-compliant meal periods. Further, Defendant had an auto-
16 deduct policy for meal periods when Plaintiff and Plaintiff Class did not leave the premises during
17 their meal breaks. Defendant utilized the auto-deduct policy regardless of whether Plaintiff and
18 Plaintiff Class actually took a meal period, or received a late or missed meal period.

19 43. By failing to provide meal periods on the days non-exempt employees worked
20 periods in excess of five (5) hours, or a second meal period on the days non-exempt employees
21 worked periods in excess of ten (10) hours, and failing to compensate said employees one (1)
22 hour's wages in lieu of meal periods, as alleged above, Defendant willfully violated the provisions
23 of Labor Code sections 226.7 and 512, Section 16 of the IWC Wage Orders, and Code of
24 Regulations., Title 8, Section 11000 *et seq.*

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52. By its failure to provide rest periods for every four hours or major fraction thereof worked per day to Plaintiff and Class Members, and by its failure to provide compensation for such unprovided rest periods, as alleged above, Defendant willfully violated the provisions of Labor Code section 226.7 and section 5 of the IWC Wage Orders.

53. Plaintiff and Class Members did not voluntarily or willfully waive rest periods.

54. As a result of the unlawful acts of Defendant, Plaintiff and each Class Member he seeks to represent have been deprived of premium wages in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 203, 218.5, 226, 226.7, and 1194, and applicable IWC Wage Orders.

55. Pursuant to the Labor Code, Plaintiff seeks to recover in a civil action the unpaid balance of the full amount of the unpaid wages including interest thereon, reasonable attorney's fees and costs of suit to the fullest extent permissible including those permitted pursuant to Labor Code section 226.7 and Code of Civil Procedure section 1021.5.

56. WHEREFORE, Plaintiff and Class Members request relief as described herein and below.

FOURTH CAUSE OF ACTION

FAILURE TO KEEP ACCURATE PAYROLL RECORDS

(Plaintiff and Plaintiff Class against All Defendants)

57. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

58. Labor Code section 1174. subdivision (d), requires an employer to keep at a central location in California or at the plant or establishment at which the employees are employed, payroll records showing the hours worked daily, and the wages paid to, each employee. Plaintiff is informed, and believes that Defendant willfully failed to make or keep accurate records for Plaintiffs and Plaintiff Class.

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1 59. Labor Code section 226, subdivision (a), states that, “every employer shall,
2 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
3 as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately
4 when wages are paid by personal check or cash, an accurate itemized statement in writing
5 showing: (1) gross wages earned; (2) total hours worked by the employee...; (4) all deductions...;
6 (5) net wages; (6) the inclusive dates of the period for which the employee is paid; (7) the name
7 of the employee and only the last four digits of his or her social security number or an employee
8 identification number other than a social security number; (8) the name and address of the legal
9 entity that is the employer...; and (9) all applicable hourly rates in effect during the pay period
10 and corresponding number of hours worked at each hourly rate by the employee...”

11 60. IWC Wage Order Number 1-2001, paragraph 7, subdivision (a), requires that every
12 employer shall keep accurate information with respect to each employee, including time records
13 showing when each employee begins and ends each work period, the total daily hours worked by
14 each employee and the total hours worked in each payroll period, and applicable rates of pay.
15 Plaintiff is informed, and believes that Defendant willfully and intentionally failed to make and/or
16 keep records which accurately reflect the hours worked by Plaintiff and Plaintiff Class.
17 Specifically, Plaintiff alleges that Defendant’s records do not accurately reflect where Plaintiff
18 and Plaintiff Class were not paid for time spent driving both before reaching their first location
19 and time spent driving after leaving their last location, as well as times where Plaintiff and
20 Plaintiff Class worked during their meal and/or rest breaks due to Defendant’s failure to schedule
21 Plaintiff and Plaintiff Class in an overlapping manner so as to provide them with a meal and/or
22 rest period.

23 61. Plaintiff is informed, and believes that Defendant’s failure to keep accurate payroll
24 records, as described above, violated Labor Code section 1174, subdivision (d), and the applicable
25 wage order. Plaintiff and the Plaintiff Class are entitled to penalties of one hundred dollars
26 (\$100.00) for the initial violation and two hundred dollars (\$200.00) for each subsequent violation
27 for every pay period during which these records and information was not kept by Defendant.

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62. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000.00), and is entitled to an award of costs and reasonable attorneys' fees.

63. Plaintiff is informed and believe that Defendant's failure to keep and maintain accurate records and information, as described above, were willful, and Plaintiff and Plaintiff Class are entitled to a statutory penalty of five hundred (\$500.00) for Plaintiff and each member of Plaintiff Class pursuant to Labor Code section 1174.5.

FIFTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES AT SEPARATION

(Plaintiff and Plaintiff Class against All Defendants)

64. Plaintiff incorporates all previous paragraphs of this complaint as though fully set forth herein.

65. Sections 201 and 202 of the California Labor Code require Defendant to pay its employees all wages due within seventy-two (72) hours of termination of employment. Section 203 of the Labor Code provides that if an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employees' wages until the back wages are paid in full or an action is commenced. The penalty cannot exceed thirty (30) days of wages.

66. Plaintiff and Class Members are entitled to compensation for all forms of wages earned, including, but not limited to, minimum wages, regular wages, overtime and double-time wages earned but not paid, compensation for unprovided rest periods and unprovided meal periods, but to date have not received such compensation, therefore entitling them Labor Code section 203 penalties.

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1 67. More than thirty (30) days have passed since Plaintiff and affected Class Members
2 have left Defendant's employ, and on information and belief, they have not received payment
3 pursuant to Labor Code section 203. As a consequence of Defendant's willful conduct in not
4 paying all earned wages, Plaintiff and the affected Class Members are entitled to thirty (30) days
5 wages as a penalty under Labor Code section 203 for failure to pay legal wages.

6 68. Plaintiff and the affected Class Members are also entitled to an additional thirty
7 (30) days wages as a penalty under Labor Code section 203 for willful failure to pay one (1)
8 hour's wages in lieu thereof for denied rest and meal periods, together with interest thereon and
9 attorneys' fees and costs.

10 69. Plaintiff seeks to recover in a civil action all remedies to the fullest extent
11 permissible including those permitted pursuant to Labor Code section 203.

12 70. WHEREFORE, Plaintiff and the affected Class Members request relief as
13 described herein and below.

14 **SIXTH CAUSE OF ACTION**

15 **VIOLATION OF UNFAIR COMPETITION LAW**

16 **(Plaintiff and Plaintiff Class against All Defendants)**

17 71. Plaintiff incorporates all previous paragraphs of this complaint as though fully set
18 forth herein.

19 72. On information and belief, Plaintiff alleges that Defendant engaged in conduct and
20 maintained policies and practices that constitute false, fraudulent, unlawful, unfair, and deceptive
21 business practices in violation of Business and Professions Code section 17200 et seq. (hereinafter
22 the "Unfair Competition Law"). Plaintiff alleges that each of the following policies and practices
23 of Defendant violate the Unfair Competition Law:

- 24 (a) requiring employees to work in excess of five (5) hours per day without
25 being provided a lawful meal period, or requiring employees to work in
26 excess of ten (10) hours without being provided a lawful second meal
27 period, and failing to compensate such employees with one hour of pay at
28 their regular rate of compensation for each workday that a meal period was

not provided;

(b) failing to adequately provide rest periods or compensation in lieu thereof;
and

(c) failing to pay all earned wages, including minimum overtime and double-wages, to Plaintiff and Class Members.

73. The actions of Defendant as alleged within this complaint constitute false, fraudulent, unlawful, unfair, and deceptive business practices, within the meaning of Business and Professions Code section 17200 et seq.

74. Plaintiff and Class Members are entitled to an injunction and other equitable relief against such unlawful practices in order to prevent future damage, for which there is no adequate remedy at law, and to avoid a multiplicity of lawsuits.

75. As a result of its unlawful acts, Defendant has reaped and continue to reap unfair benefits and unlawful profits at the expense of Plaintiff and Class Members. Defendant should be enjoined from these activities and restore to Plaintiff and Class Members the wrongfully withheld wages pursuant to Business and Professions Code section 17203. Plaintiff is informed and believes, and thereon alleges, that Defendant has been unjustly enriched through Defendant's unlawful, unfair, and fraudulent business practices as alleged throughout this complaint. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff and Class Members are prejudiced by Defendant's unfair trade practices.

76. As a direct and proximate result of Defendant's unfair business practices, Plaintiff, and Class Members are entitled to equitable and injunctive relief, including full restitution of all wages which have been unlawfully withheld from Plaintiff and Class Members as a result of the business acts and practices described herein, and enjoining Defendant to cease and desist from engaging in the practices described herein.

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1 77. The unlawful conduct alleged herein is continuing, and there is no indication that
2 Defendant will cease such activity in the future. Plaintiff alleges that if Defendant is not enjoined
3 from the conduct set forth in this complaint, it will continue to engage in the unlawful conduct
4 previously alleged in this complaint and will continue to fail to pay and to avoid paying
5 appropriate wages, taxes, insurance, and unemployment withholdings.

6 78. Plaintiff further requests that this Court issue a preliminary and permanent
7 injunction prohibiting Defendant from engaging in the unfair, unlawful, and/or fraudulent
8 practices alleged in this complaint.

9 79. WHEREFORE, Plaintiff and Class Members request relief as described herein and
10 below and as deemed just.

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, Plaintiff and Class Members pray for judgment as follows:

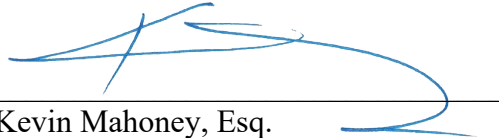
- 3 1. That the Court determine that this action may be maintained as a class action;
- 4 2. That Plaintiff be appointed the representative of each proposed Class, as appropriate;
- 5 3. That the attorneys of record for Plaintiff whose name appears in this complaint be
- 6 appointed class counsel;
- 7 4. For compensatory damages in an amount according to proof with interest thereon;
- 8 5. For economic and/or special damages in an amount according to proof with interest
- 9 thereon;
- 10 6. That Defendant be found to have engaged in unfair competition in violation of
- 11 Business and Professions Code section 17200 *et seq.*;
- 12 7. That Defendant be ordered and enjoined to make restitution to each Class due to its
- 13 unfair competition, pursuant to Business and Professions Code sections 17203 and
- 14 17204;
- 15 8. That Defendant be enjoined from continuing the unlawful course of conduct alleged
- 16 herein;
- 17 9. That Defendant be enjoined from further acts of restraint of trade or unfair
- 18 competition;
- 19 10. Injunctive relief, enjoining Defendant from engaging in the unlawful and unfair
- 20 business practices complained herein;
- 21 11. Declaratory relief, enjoining Defendant's practices as being unlawful and unfair
- 22 business practices within the meaning of Business & Professions Code section
- 23 17200, *et seq.*;
- 24 12. For penalties to the extent permitted pursuant to the Labor Code, Orders of the
- 25 Industrial Welfare Commission including, but not limited to, waiting time penalties
- 26 under Labor Code section 203, and penalties under Labor Code section 226,
- 27 subdivision (e), 226.3, 210, 226.7, and 1174.5;

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- 1 13. For attorneys' fees, interest, and costs of suit under Labor Code sections 218.5, 1194
2 and other applicable provisions of law outside the Labor Code; and
3 14. For such other and further relief as the Court deems just and proper.
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5 Dated: September 12, 2024

MAHONEY LAW GROUP, APC

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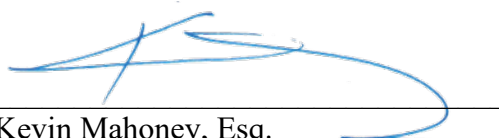
8 Kevin Mahoney, Esq.
9 John A. Young, Esq.
10 Attorneys for Plaintiff JOSE FARFAN and on
11 behalf of all employees similarly situated
12

13 **DEMAND FOR JURY TRIAL**

14 Plaintiff JOSE FARFAN hereby demands a jury trial on all issues so triable.
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17 Dated: September 12, 2024

MAHONEY LAW GROUP, APC

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19 

20 Kevin Mahoney, Esq.
21 John A. Young, Esq.
22 Attorneys for Plaintiff JOSE FARFAN and on
23 behalf of all employees similarly situated
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