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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

ZEFERINO GOMEZ, individually and on behalf of other persons similarly situated and similarly aggrieved employees,

Plaintiffs,

v.

REYNALDO'S MEXICAN FOOD COMPANY, LLC, an active Delaware Limited Liability Company; NEWEGG STAFFING INC., an active Delaware Corporation; QUALITY BUSINESS SOLUTIONS, INC., an active Florida Corporation; SABROSURA FOODS, LLC, an active Delaware Limited Liability Company; and DOES 1 through 25,

Defendants.

Case No.: 24STCV28883

Assigned to: Hon. Carolyn B. Kuhl
Department: SS-12
Complaint Filed: November 1, 2024

FIRST AMENDED COMPLAINT – CLASS AND REPRESENTATIVE ACTION
JURY TRIAL DEMANDED

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Timely Pay Wages at Termination/Separation;
5. Failure to Timely Pay Vacation Wages at Termination;
6. Failure to Provide Accurate Wage Statements;
7. Failure to Reimburse Business Expenses; and

8. Violation of Unfair Business Practices Act – Bus. & Prof. Code §§ 17200, *et seq.*; and
9. Penalties Pursuant to Private Attorneys General Act ("PAGA")

Plaintiff ZEFERINO GOMEZ ("Plaintiff"), on behalf of himself and all others similarly situated, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant REYNALDO'S MEXICAN FOOD COMPANY, LLC, Defendant NEWEGG STAFFING INC., Defendant QUALITY BUSINESS SOLUTIONS, INC., and Defendant SABROSURA FOODS, LLC (collectively referred to hereafter as "Defendants") to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime, to provide accurate and compliant wage statements, to pay all wages owed to terminated or separated employees in a timely manner, to pay all vacation pay owed to terminated or separated employees, and to reimburse employee business expenses.
2. Defendants employed Plaintiff during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, et seq., Labor Code §500, et seq., Labor Code §1194, et seq., Labor Code §2800, et seq., and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendants are engaged in the business of manufacturing, production, and distribution of food products. Plaintiff was hired on or about November 16, 2021 and separated on or about November 3, 2023. At all times during said employment, Plaintiff had a non-exempt classification. Plaintiff was employed

by Defendants at their facility located at 3301 East Vernon Avenue in Vernon, California 90058.

4. At the time of his separation, Plaintiff was not paid all his wages, including all accrued and vested vacation pay.

5. Plaintiff was also deprived of lawful meal and rest periods, not paid all wages he was entitled to, and failed to receive accurate and compliant itemized wage statements.

6. Defendants had a consistent policy of not paying wages, including overtime and double time wages to the extent applicable, for all hours worked inclusive of rounding and work off-the-clock. Defendants also failed to factor non-discretionary bonus payments into employees' regular rate of compensation.

7. Defendants had a consistent policy of requiring their employees, including Plaintiff, to work through meal periods or work without a meal period for at least five (5) hours of a shift and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period was not provided or as required by California state wage and hour laws.

8. Defendants had a consistent policy of failing to allow their employees, including Plaintiff, rest periods for at least ten (10) minutes per four (4) hours, or a major fraction worked, and failing to pay such employees one (1) hour of pay at their regular rate of compensation for each workday that the rest period was not provided, or other compensation, as required by California state and wage and hour laws.

9. Defendants knowingly provided inaccurate wage statements to their employees, including Plaintiff, that did not correctly include the correct wages, including compensation for meal periods not provided and rest period not authorized or permitted as required by California state wage and hour laws. Said wage statements also did not properly identify the employer.

10. Defendants had a consistent policy of failing to pay their employees, including Plaintiff, all wages including accrued and vested vacation pay, due at the termination or separation, in violation of California state wage and hour laws.

11. Defendants had a consistent policy of failing to reimburse their employees, including Plaintiff, for all business expenses incurred in the discharge of their duties including for uniform maintenance and purchase of tools.

12. Plaintiff, on behalf of himself and all Class Members, brings this action pursuant to Lab. Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 2800, and 2802 seeking unpaid wages, penalties, equitable relief, and reasonable attorneys' fees and costs.

13. Plaintiff, on behalf of himself and the putative class members, also brings this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive relief, restitution, and disgorgement of all benefits obtained by Defendants as a result of Labor Code and applicable Wage Order violations.

14. Plaintiff, on behalf of the State of California, himself, and other similarly aggrieved employees, also brings this action pursuant to California Private Attorney General Act ("PAGA"), Cal. Lab. Code §2698, et seq. seeking unpaid wages and other compensation, penalties, and reasonable attorneys' fees and costs.

II.

JURISDICTION AND VENUE

15. Venue as to as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. The County of Los Angeles is the proper venue, because work for Defendants was performed by Plaintiff and other class members in the County of Los Angeles and the legal obligations owed by Defendants to Plaintiff and other class members were breached in the County of Los Angeles.

16. The California Superior Court has jurisdiction in this matter, because Plaintiff is a resident of California, Defendants are qualified to do business in California and regularly conduct business in California.

III.

THE PARTIES

17. Plaintiff ZEFERINO GOMEZ is a resident of the State of California, and was employed by Defendants in Los Angeles County from on or about November 16, 2021 through on or about November 3, 2023.

18. Defendants REYNALDO'S MEXICAN FOOD COMPANY, LLC and SABROSURA FOODS, LLC were active Delaware Limited Liability Companies at all times during the claims of Plaintiff and the putative class and were doing business in California. Defendant NEWEGG STAFFING, INC. was an active Delaware Corporation at all times during the claims of Plaintiff and the putative class and was doing business in California. Defendant QUALITY BUSINESS SOLUTIONS, INC. was an active Florida Corporation at all times during the claims of Plaintiff and the putative class and was doing business in California.

19. 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 25, but he is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff will amend this First Amended Complaint to allege their true names and capacities when ascertained.

20. Plaintiff is informed and believes and 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 are legally attributable to the other Defendants.

IV.

GENERAL ALLEGATIONS

21. At all times relevant here and as set forth in the following paragraphs of this First Amended Complaint, Defendants employed more than 100 people; and Plaintiff and each member of the putative class was employed by Defendants, and each of them, in the State of California.
22. The employees of Defendants have not been provided: uninterrupted thirty-minute meal periods for work periods of more than five (5) hours per day; second uninterrupted thirty-minute meal periods for work periods of more than ten (10) hours per day; and have not been permitted to take ten-minute (10) rest periods for work periods of four (4) hours or major fractions, pursuant to the Labor Code, and applicable IWC Wage Orders.
23. Defendants failed to pay employees wages owed for all hours worked, including overtime hours as applicable, and failed to factor non-discretionary bonus payments into employees' regular rate of compensation.
24. Defendants failed to pay Plaintiff and the members of his putative class upon separation the wages earned and unpaid at the time of discharge, including accrued and vested vacation pay or "PTO."
25. Defendants failed to provide Plaintiff and the putative members of his class, at the time of each payment of wages, an accurate itemized statement in writing, showing the gross wages earned and/or paid, including premium wages owed for failing to provide meal and/or rest periods at the proper intervals. These statements also did not correctly identify the employer.
26. Defendants failed to fully reimburse Plaintiff and putative members of his class for all their business-related expenditures. In violation of the Labor Code, Plaintiff and putative members of his class did not receive indemnification for

all business-related expenditures including for uniform maintenance and equipment.

27. Plaintiff asserts claims for relief on behalf of himself and other similarly situated persons as a class action pursuant to Code of Civil Procedure § 382. Plaintiff and all members of his putative class are described below with specificity and fall in several categories of subclasses whose rights have been violated under the law. Defendants have made no effort as of the filing of this First Amended Complaint to correct or remedy the violations of law specified here.

V.

CLASS ACTION ALLEGATIONS

28. Plaintiff brings this action on behalf of himself and all other employees of Defendants who are similarly-situated persons as a class action pursuant to California Code of Civil Procedure § 382. There is a well-defined common interest by and among Plaintiff and the putative class members, and it is impractical to bring all those individuals before the court under separate, different and repetitive actions. Plaintiff also reserves the right to amend or modify the class descriptions set forth below in greater specificity or clarity if required in the future in accordance with Rule 3.765 (b), California Rules of Court. The class which Plaintiff seeks to represent is composed of and defined as follows:

> "Plaintiff Class" – All of Defendants' current and former non-exempt employees who worked for Defendants in California, during the four years before the filing of the Complaint through the time of class certification.

29. Plaintiff seeks to certify the following subclasses of employees:

    a) "Meal Period Subclass" – All members of Plaintiff Class who worked each period exceeding five (5) hours without an uninterrupted, off duty, thirty (30) minute meal period and/or periods in excess of ten (10) hours without a second uninterrupted, off duty, thirty (30) minute meal periods; and were not provided compensation of one hour's pay at the employee's regular rate of compensation for each day that a meal period was not provided.

b) "Rest Period Subclass" – All members of Plaintiff Class who worked periods of four (4) hours or major fraction thereof without a duty free rest period of at least 10-minutes and who were not compensated one hour's pay at the employee's regular rate of compensation for each day that a rest period was not permitted.

c) "Unpaid Wage Subclass" – All members of Plaintiff Class who were not paid their minimum/actual wages, including any time that was unlawfully rounded by Defendants or otherwise considered as off-the-clock, as well as overtime wages for hours worked in excess of eight hours per day at the one and a half rate (of an employee's regular rate of compensation) or at a double time rate (of an employee's regular rate of compensation) as applicable.

d) "Waiting Time Subclass" – All members of Plaintiff Class to whom Defendants failed to pay all wages due to them upon termination or resignation under Labor Code §§ 201-203.

e) "Vacation Pay Subclass" – All members of Plaintiff Class to whom Defendants failed to pay all vacation wages owed, vested or agreed to upon termination or resignation as required by Labor Code §227.3.

f) "Wage Statement Subclass" – All members of Plaintiff Class to whom Defendants improperly failed to provide accurate itemized wage statements under Labor Code §§ 226.

g) "Expense Reimbursement Subclass" – All members of Plaintiff Class to whom Defendants failed to fully reimburse employee business expenses as required by Labor Code §2802.

h) "UCL Subclass" – All members of the Meal Period, Rest Period, Unpaid Wage, Waiting Time, Vacation Pay, Wage Statement, and Expense Reimbursement Subclasses who were subject to unlawful, illegal, unfair and/or deceptive business acts and practices by Defendants and are entitled to disgorgement and restitution of unpaid wages.

30. There is a well-defined community of interest among many persons who comprise a readily ascertainable class:

a) Numerosity -The potential members of the Class and Subclasses as defined here are so numerous that the individual joinder of all of them as named plaintiffs is impracticable. The number of members of the Class and Subclasses is unknown to Plaintiff. It is however estimated that the members are more than 100 individuals, and their identities may readily be ascertained from Defendants' records.

b) Typicality – The claims of Plaintiff are typical of the claims of all members of the Class and Subclasses, who sustained similar damages arising out of Defendants' common course of conduct in violation of law as alleged.

c) Ascertainable Class – The proposed Class and Subclasses are ascertainable as the members can readily be identified and located based on Defendants' payroll and personnel records.

d) Adequacy – Plaintiff is an adequate representative of the Class and Subclasses: Plaintiff will fairly protect the interests of the members, he has no interest adverse to the members, and he will vigorously pursue this lawsuit on behalf of all the members of the Class and Subclasses.

Plaintiff's attorneys are competent, skilled and experienced in litigating large employment law class actions.

e) Superiority - Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. Further, the monetary amounts due to many individual members of the Class and Subclasses are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for the members to seek and obtain relief. A class action will serve an important public interest by permitting employees harmed by Defendants' unlawful practices to effectively pursue recovery of the sums owed to them.

f) Common Questions of Law and Fact – There are common questions of law and fact as to the members of the Class and Subclasses which are superior to questions affecting only individual members of the Class and Subclasses. The common questions of law and fact may be summarized as follows and if necessary will be refined with the progress of formal discovery in the case:

g) Whether Defendants failed to provide members of Plaintiff Class who ceased employment with Defendants all wages owed at the time of the cessation of the employee-employer relationship?

h) Whether Defendants violated California law and applicable Wage Orders by failing to provide Plaintiff Class members with paid ten-minute (10) rest periods for each four hours worked?

i) Whether the remedy for an employer's failure to provide rest breaks as required by law is a premium wage for hardship of missing a lawful rest break?

j) Whether Defendants violated California law and applicable Wage Orders by failing to provide Plaintiff Class members with thirty minute (30) meal period for more than five hours of work?

k) Whether Defendants violated California law and applicable Wage Orders by failing to provide members of Plaintiff Class with a second meal period?

l) Whether the remedy for an employer's failure to provide meal period as required by law is a premium wage for hardship of missing a lawful meal period?

m) Whether Defendants violated California law, including the applicable wage orders by failing to properly compensate Plaintiff Class members for all hours worked, including overtime hours as applicable?

n) Whether Plaintiff Class is entitled to waiting time penalties under Labor Code § 203?

o) Whether Defendants violated Labor Code §227.3 by their failure to provide Plaintiff Class with all vacation wages or PTO owed, vested or agreed to upon termination or separation?

p) Whether Defendants violated California law by their failure to provide Plaintiff Class with accurate and itemized wage statements?

q) Whether Defendants have violated Labor Code §2802 by failing to reimburse Plaintiff and the Plaintiff Class for all business expenses incurred by them in direct consequence of the discharge of their duties?

r) Whether Defendants violated Business and Professions Code §§ 17200 et. seq., Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 227.3, 510, 512, 1194, 1194.2, 2800, 2802, and applicable Wage Orders which constitute violations of the public policy?

s) Whether Plaintiff Class is entitled to an equitable relief in accordance with Business and Professions Code §§ 17200 et. seq.

t) Whether Defendants' affirmative defenses, if any, raise common issues of law and fact as to Plaintiff Class as a whole and/or Subclasses in particular?

VI.

FIRST CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIOD OR COMPENSATION IN LIEU THEREOF
(Labor Code §§ 226.7, 512)
(By Plaintiff and Meal Period Subclass against Defendants)

31. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.
32. By their failure to provide thirty minute (30) uninterrupted meal period as well as second meal period, if applicable, to Plaintiff and members of Meal Period Subclass, Defendants willfully violated the provisions of Labor Code §§ 226.7, 512 and applicable IWC Wage Orders.
33. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

VII.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF
(Labor Code § 226.7)
(By Plaintiff and Rest Period Subclass against Defendants)

34. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.
35. By their failure to provide ten-minute (10) rest periods for every four (4) hours of work or major fraction thereof per day to Plaintiff and Rest Period Subclass, Defendants willfully violated Labor Code § 226.7 and applicable Wage Orders.

36. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

VIII.

THIRD CAUSE OF ACTION

FAILURE TO PAY WAGES

(Labor Code §§ 204, 210, 510, 1194, 1194.2)

(By Plaintiff and the Unpaid Wage Subclass against Defendants)

37. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.

38. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class were employees of Defendants covered by Labor Code §§ 204, 210, 510, 1194, 1194.2 and applicable Wage Orders, and they were entitled to receive minimum and overtime wages for all hours worked and liquidated damages equal to unlawfully unpaid minimum wages with interest.

39. Defendants have violated California law and the specified provisions of the Labor Code and applicable Wage Orders by their failure to pay all wages due in accordance, including minimum wages, wrongfully classified off-the-clock wages and overtime pay. Notably, any wages that were paid were not effectively paid within seven (7) days of the close of any applicable payroll period. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

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IX.

FOURTH CAUSE OF ACTION
FAILURE TO PAY WAGES DUE AT TERMINATION
(Labor Code §§ 201, 202, 203)
(By Plaintiff and Waiting Time Subclass against Defendants)

40. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.
41. By their failure to timely pay Plaintiff and Waiting Time Subclass, Defendants willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails to timely pay such wages, the employer must, as penalty, continue to pay the employee's wages until the back wages are paid in full or an action is commenced.
42. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

X.

FIFTH CAUSE OF ACTION
FAILURE TO PAY VACATION WAGES DUE AT TERMINATION
(Labor Code §227.3)
(By Plaintiff and Vacation Pay Subclass against Defendants)

43. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.
44. By their failure to timely pay Plaintiff and Vacation Pay Subclass, Defendants willfully violated the provisions of Labor Code §227.3. Section 227.3 of Labor Code provides that whenever a contract of employment or employer policy provides for paid vacation, and an employee is terminated without having taken off his or her vested vacation time, all vested vacation shall be paid to

him as wages at his or her final rate in accordance with such contract of employment or employer policy respecting eligibility of time served; provided, however, that an employment contact or employer policy shall not provide for forfeiture of vested vacation time upon termination.

45. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

XI.

SIXTH CAUSE OF ACTION
FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS
(Labor Code §226)
(By Plaintiff and Wage Statement Subclass against Defendants)

46. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.

47. By their failure to provide accurate itemized wage statements, semimonthly or at the time of each payment of wages, Defendants willfully violated the provisions of Labor Code §226 and applicable Wage Orders.

48. As a result of Defendants' unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

XII.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE ALL BUSINESS EXPENSES
(Labor Code §§2800, 2802)
(By Plaintiff and Expense Reimbursement Subclass against Defendants)

49. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.

50. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases indemnify his employee for losses caused by the employer's want of ordinary care."

51. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties…"

52. Further, Labor Code § 2802 additionally provides, in pertinent part: "(c)…the term 'necessary expenditures or losses' shall include all reasonable costs, including but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

53. During the relevant time period, Defendants were required to reimburse Plaintiff and class members for all expenditures or losses caused by the employer's want of ordinary care and/or incurred in direct consequence of the discharge of their duties, but failed to indemnify and reimburse Plaintiff and class members in violation of Labor Codes §§ 2800 and 2802.

54. As a direct and proximate result, Plaintiff and class members have suffered, and continue to suffer, substantial losses, related to the use and enjoyment of such monies to be reimbursed, lost interest on such monies, and expenses and attorney's fees in seeking to compel Defendants to fully perform their obligations under California law, all of their damage in amounts according to proof at the time of trial.

XIII.

EIGHTH CAUSE OF ACTION
VIOLATION OF UNFAIR BUSINESS PRACTICES ACT
(Bus. & Prof. Code §§ 17200, *et seq.*)
(By Plaintiff, Plaintiff Class and All Subclasses against Defendants)

55. Plaintiff incorporates paragraphs 1 through 54 of this First Amended Complaint as if fully alleged herein.

56. The alleged unlawful conduct of Defendants constitutes unfair competition pursuant to Business and Professions Code §§ 17200 *et seq*, and this cause of action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for the time period starting four (4) years before the filing of the Complaint.

57. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have suffered injury in fact and lost money or property. Plaintiff and said members have been deprived of their rights as set forth in this First Amended Complaint, including, but not limited to, payment of minimum and/or actual wages for all hours worked.

58. Pursuant to Business and Professions Code § 17203, Plaintiff and other members of Plaintiff Class and Subclasses are entitled to restitution of all wages owed to them under the Labor Code, and interest thereon, in which they had a property interest, which Defendants failed to pay to them but withheld and retained for themselves. Restitution of the money owed to Plaintiff, Plaintiff Class and Subclasses is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code provisions.

59. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover reasonable attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

60. Plaintiff requests the court to issue a preliminary and permanent injunction prohibiting Defendants from committing the Labor Code and applicable Wage Order violations set forth in this First Amended Complaint, and Plaintiff and the members of Plaintiff Class and Subclasses have suffered further damages as articulated in the Prayer for Relief, set forth below, also incorporated here fully as applicable.

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XIV.

<u>NINTH CAUSE OF ACTION</u>
VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT
(LABOR CODE § 2699 *et seq*.)
(By Plaintiff and Aggrieved Employees Against Defendants)

61. Plaintiff incorporates paragraphs 1 through 60 of this First Amended Complaint as if fully alleged herein.

62. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"), private parties may recover civil penalties for violations of the California Labor Code. PAGA penalties are in addition to any other relief available under the Labor Code.

63. As set forth above, Defendants violated the California Labor Code by consistently failing to employ Plaintiff and other similarly situated employees in compliance with California law.

64. Plaintiff provided written notice by certified mail to Defendants on November 1, 2024, and electronic notice to the State Labor & Workforce Development Agency ("LWDA"), of the legal claims and theories of this case. To date, and after 65 days from the date of mailing of notice, the LWDA has not notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim for civil penalties under the PAGA. Accordingly, Plaintiff exhausted administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA claim was assigned case number LWDA-CM-1059670-24 by the LWDA. Appended hereto is a copy of the notice communicated by Plaintiff.

65. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to recover the maximum civil penalties permitted by law from Defendants for the violations of Labor Code alleged in this First Amended Complaint and the notice communicated by Plaintiff.

66. Plaintiff and all other aggrieved employees are also entitled to recover their attorneys' fees and costs under Labor Code § 2699.

XV.

PRAYER FOR RELIEF

WHEREFORE, on behalf of himself and all others similarly situated, Plaintiff prays for relief and judgment against Defendants as follows:

A. An order certifying that Plaintiff may pursue his claims as a class action under Section 382 of the Code of Civil Procedure; and it is further requested that Plaintiff Class and each Plaintiff Subclass be certified;

B. An order appointing Plaintiff as Class representative;

C. An order appointing Plaintiff's counsel as Class counsel;

D. Disgorgement of Defendants' wrongfully obtained profits and restitution of unpaid wages under Business and Professions Code §§ 17203, 17204;

E. Damages for unpaid additional compensation for failing to provide timely or uninterrupted or lawful meal periods and rest periods;

F. Damages for unpaid minimum wages under Labor Code § 1194;

G. Liquidated damages under Labor Code § 1194.2;

H. Statutory penalties under Labor Code § 210;

I. Statutory penalties under Labor Code § 226(e);

J. Damages for unpaid penalty wages under Labor Code § 203;

K. Reimbursement of business expenses under Labor Code § 2802;

L. Damages for unpaid vacation wages at the time of discharge under Labor Code § 227.3;

M. Reasonable attorney's fees and costs pursuant to statute, including, but not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;

N. Enjoinment of Defendants from further acts of unfair competition and continuous violations of the Labor Code and applicable Wage Orders;

O. Civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25% payable to aggrieved employees); and

P. For such other relief that the Court may deem just and proper, including prejudgment interest and costs.

DATED: January 21, 2025

MOORADIAN LAW, APC

By: ______________________________

Zorik Mooradian,
Haik Hacopian,
Attorneys for Plaintiff and the putative class

<u>DEMAND FOR A JURY TRIAL</u>

Plaintiff ZEFERINO GOMEZ hereby demands a jury trial in the above case.

DATED: January 21, 2025

MOORADIAN LAW, APC

By: ______________________________

Zorik Mooradian,
Haik Hacopian,
Attorneys for Plaintiff and the putative class

MOORADIAN LAW, APC

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ZORIK MOORADIAN — E-mail: zorik@mooradianlaw.com

November 1, 2024

VIA USPS CERTIFIED MAIL

REYNALDO'S MEXICAN FOOD COMPANY, LLC
3301 E Vernon Ave.
Vernon, CA 90058

REYNALDO'S MEXICAN FOOD COMPANY, LLC
Agent for Service of Process:
Becky Degeorge
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

NEWEGG STAFFING, INC.
21688 Gateway Center Dr. Suite 300
Diamond Bar, CA 91765

NEWEGG STAFFING, INC.
Agent for Service of Process:
Becky Degeorge
2710 Gateway Oaks Drive, Suite 150N
Sacramento, CA 95833

QUALITY BUSINESS SOLUTIONS, INC.
2600 W. Geronimo Place, Suite 100
Chandler, AZ 85224

SABROSURA FOODS
3301 E Vernon Ave.
Vernon, CA 90058

VIA ONLINE SUBMISSION
State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, CA 95814

Re: PAGA Notice Letter for California Wage & Hour Violations

To Whom It May Concern:

This office represents **Mr. Zeferino Gomez** ("Mr. Gomez") regarding his claims under the Private Attorneys General Act (PAGA) for employment practices committed in violation of California law. This letter is a Notice as required by Labor Code § 2699.3, based on information and belief. The information set forth in this Notice is based on the available and limited data, and subject to subsequent revisions.

Identity of Employees:

Mr. Gomez intends to pursue PAGA claims on his own behalf and on behalf of other current and former employees of the entities/individuals referenced below, and as addressed in the captions of this Notice, who performed non-exempt work for said entities/individuals and were either: 1) classified as a non-exempt employee or 2) should have been classified as a non-exempt employee. The employees are limited to employees performing work for said entities/individuals at any time during the following period: One (1) year prior to the date of this PAGA Notice letter and continuing until the unlawful employment practices are stopped and/or a judgment is entered. The Employees are collectively referred to as “Employees.” The names of Employees (other than Mr. Gomez) are contained within the personnel records of his Employers, as defined below.

Identity and Capacity of Employers/Joint Employers:

Mr. Gomez intends to pursue a PAGA action against his “Employers,” **REYNALDO’S MEXICAN FOOD COMPANY, LLC, NEWEGG STAFFING, INC**, **QUALITY BUSINESS SOLUTIONS, INC., SABROSURA FOODS** and their parent companies, subsidiaries, successors, owners, officers, directors, and managing agents. Mr. Gomez will seek to hold all owners, directors, officers and managing agents of his Employers personally liable for said violations to the extent permitted under Labor Code § 558 and/or Labor Code § 558.1.

All business entities referenced here were the alter-egos of each and every other entity and there exists, and at all times mentioned here has existed, a unity of interest and ownership between said entities and individuals such that any separateness between them ceased to exist in that said individuals and other entities have completely controlled, dominated, managed, and operated the business entities and have intermingled the assets of each to suit convenience. Further, each of the business entities are, and at all times mentioned here were, mere shells, instrumentalities, and conduits through which the other above-referenced entities/individuals carried out their business while exercising complete control and dominance of the business such that individuality or separateness did not truly exist. Therefore, in the PAGA action, Mr. Gomez will seek to hold each individual and/or entity jointly and severally liable for any and/or all violations committed by the other above-referenced individuals and/or entities.

The Employers and their parent companies, subsidiaries, successors, owners, officers, directors, and/or managing agents have been engaged in a joint enterprise. Moreover, said persons/individuals are joint employers of Employees for the following reasons: 1) Said entities/individuals directly and/or indirectly exercised control over the wages, hours or working conditions of Employees; 2) Said entities/individuals had knowledge (either personally or through officers, directors and/or managing agents) of the work Employees were doing for them while supposedly being employed by another entity/individual and failed to prevent the work from occurring; and 3) Said entities retained or assumed a general right of control over hiring, direction, supervision, discipline, discharge, and relevant day-to-day aspects of the workplace behavior of Employees.

Violations/Supporting Facts and Theories:

At all times here, the Employers are in the food business, primarily manufacturing Mexican food products in the state of California. Employers "operations and product line also expanded to include American style sandwiches and dinners, which were distributed to industrial catering enterprises." The Employers are known for "producing authentic and high quality Mexican food products." Employers have employed/jointly employed Employees (including Mr. Gomez) to perform work and services for their business and joint enterprise interests. From on or about November 16, 2021 through November 3, 2023, Mr. Gomez was hired by the Employers to work as a non-exempt hourly wage employee in the State of California.

Mr. Gomez was primarily in charge of grinding meat and preparing meat for distribution. In addition, he would drive a fork lift. Throughout his employment, Mr. Gomez worked from the principal place of business location of Reynold's Mexican Food Company, LLC, at 3301 E Vernon Ave., Vernon, CA 90058

Misclassification Violations:

Misclassifying Non-Exempt Employees as Exempt Employees: (Labor Code § 515, 8 CCR 11040, IWOs, and/or Other Applicable IWOs): The Employers violated and continue to violate Labor Code § 515, 8 CCR 11040, IWOs (or other applicable law, wage order and/or regulation) by misclassifying current and former non-exempt employees as exempt employees and, thereby, have unlawfully denied said individuals the employment benefits owed to Employees.

Said misclassifications are evidenced by several factors, including but not limited to: Employees who primarily performed non-exempt work were classified as performing in executive and/or administrative capacities when said employees did not, in fact, qualify for such classification. For example: 1) Said employees did not customarily and/or regularly exercise discretion and independent judgment in the performance of their duties; instead, they followed the instructions and procedures given to them by others; 2) Said employees were not paid a monthly salary that was equivalent to no less than two times the state minimum wage for full-time employment (i.e., 40 hours per week).

Overtime Violations:

The Employers have violated and continue to violate Labor Code §§ 500, 510, 1198, and Industrial Welfare Commission Wage Orders, including IWOs (or other applicable law, wage order and/or regulation) by failing to pay Employees overtime compensation as required under California law as follows:

- Employees working more than 8 hours in a workday have not been paid time and one-half. Instead, they either were not paid for the time they worked over 8 hours, or they were only paid regular wages rather than overtime wages.

- Employees working more than 40 hours in a workweek have not been paid time and one-half. Instead, they either were not paid for the time they worked over 40 hours in a week, or they were only paid regular wages rather than overtime wages.

The Employers' failure to pay Employees overtime wages in accordance with the Labor Code have been, in part, accomplished by wrongfully failing to include all the times that Employees worked in calculating Employees' wages during each pay-period that Employees were employed. In part, this was accomplished by their failure to compensate the Employees for the off the clock time work, transportation time, work during the meal periods and rest breaks as well as via illegal rounding of work times, to the advantage of the Employers.

Minimum Wage Violations:

The Employers have violated and continue to violate Labor Code §§ 1182.12, 1194, 1198, and Industrial Welfare Commission Wage Orders, including IWOs (or other applicable law, wage order, regulation and/or local law/ordinance regulating the minimum wage owed to employees who work in the County of Los Angeles and its incorporated cities) by failing to pay Employees at least the minimum wages required under the law.

Specifically, because not all the time worked by Employees has been/is being reported on the Employees' time records and/or paychecks, Employees have not been paid at least the minimum wage for all the time they actually worked for the Employers. For example, Employees have not been paid at least the minimum wage owed due to off the clock work time, transportation time, work during the meal periods and rest breaks as well as via illegal rounding, to the advantage of the Employers.

Meal Period Violations:

If not daily, then on multiple times during each pay period, The Employers have engaged, and continue to engage, in the business-wide practice of not providing Employees with legally compliant meal periods as mandated under California law as follows:

a) In violation of Labor Code § 512 and the above-referenced IWOs, The Employers have failed, and continue to fail, to provide Employees working 5.1 to 10 hours in their workday with at least one 30-minute unrestricted and uninterrupted meal period within the first 5 hours of their workday. Instead, Employees are provided their meal periods more than 5 hours after beginning their workday. Employees who were misclassified as exempt employees, were not provided meal periods or their meal periods were on-duty, were late and/or were interrupted. Additionally, in violation of Labor Code § 226.7, The Employers failed to pay said Employees one hour of pay (aka premium pay) for each day a legally compliant meal break was not provided.
b) In violation of Labor Code § 512 and the above-referenced IWOs, The Employers have failed, and continue to fail, to provide Employees working 10.1 to 14 hours in their workday with a second 30-minute, unrestricted and uninterrupted meal period within the first ten hours of their workday. Instead, Employees are either not provided with a meal period or, when

they are provided a meal period, the meal period is not timely, it is interrupted, and/or the Employees are required to remain on duty. Additionally, in violation of Labor Code § 226.7, The Employers failed to pay said Employees one hour of pay (aka premium pay) for each day the required second meal period was not provided.

Based on the information known to date, it is believed that every Employee was denied at least one legally compliant meal period every pay period that they worked for the Employers. The total number of pay periods that each Employee was denied one or more meal periods can be determined via the time records of the Employees during the statutory period. Mr. Gomez was denied legally compliant meal periods daily/per shift.

Rest Break Violations:

If not daily, then on multiple times during each pay period, The Employers have engaged, and continue to engage, in the business-wide practice of not authorizing and/or permitting Employees to take the paid rest breaks they are entitled to under California law as follows:

a) In violation of Labor Code § 512 and the above-referenced IWOs, The Employers have failed, and continue to fail, to authorize and/or permit Employees working 3.5 to 6 hours in a workday to take at least one paid unrestricted and uninterrupted 10-minute net rest break in the middle of their daily work periods even though it was practical for Employees to take such rest breaks. Instead, rest breaks were not paid and/or were not provided in the middle of the work period. Additionally, in violation of Labor Code § 226.7, The Employers failed to pay said Employees one hour of pay (aka premium wages) for each day that required rest breaks were not authorized and/or permitted.
b) In violation of Labor Code § 512 and IWOs, The Employers have failed, and continue to fail, to authorize and/or permit Employees working 6.1 to 10 hours in a workday to take at least two paid unrestricted and uninterrupted 10-minute rest breaks in the middle of each of their daily work periods even though it was practical for Employees to take such rest breaks. Instead, Employees were either not given such rest breaks; or, when they were given rest breaks, the breaks were not in the middle of the work period, the breaks were interrupted and/or Employees were required to remain on-duty during their rest breaks. Additionally, in violation of Labor Code § 226.7, The Employers failed to pay said Employees one hour of pay (aka premium pay) for each day the required rest breaks were not authorized and/or permitted.

Based on the information known to date, it is believed that every Employee was denied one legally compliant rest break every pay period that they worked for the Employers. The total number of pay period violations that each Employees suffered from one or more rest break violations can be determined via the time records of the Employees during the statutory period. Mr. Gomez was denied legally compliant rest breaks daily/per shift.

Seating Accommodation Violations:

The Employers have adopted and continue to adopt a custom and practice of failing to provide its current and former Employees (including Mr. Gomez) with: 1) Suitable seating when the nature of the Employees' work reasonably permits use of seats and 2) Suitable seating in reasonable proximity to Employee's work areas for use by Employees when a) they are not engaged in active duty, b) their work requires standing and c) such seats would not interfere with the performance of their duties. No such seating was provided.

Timely Wage Payment Violations:

The Employers have violated and continue to violate Labor Code §§ 204-204b and the applicable wage order by failing to pay Employees the wages they were due within the timeframes set forth in Labor Code §§ 204-204b. Such failures occurred in at least the following ways:

a) The Employers unfairly "round" the punch-in/out times of its Employees such that Employees are not paid for all the time they actually work. Moreover, the rounding has worked as an unfair monetary advantage to the Employers and to the detriment of the Employees.
b) The Employers have not paid Employees overtime pay because the Employers have not included all the time Employees have actually worked in the Employees' time records, including transportation time from one job site to the next, which are used to calculate Employees' regular and overtime wages.
c) Employees who are owed additional wages due to the Employers' failure to comply with minimum wages laws have not been paid said wages.
d) Employees have not been paid for their vested/accrued vacation benefits.
e) Employees have not been paid for their accrued sick leave benefits.
f) Employees have not been paid the premium pay wages owed by the Employers for missed, untimely, restricted, interrupted and/or short rest breaks.
g) Employees have not been paid the premium pay wages owed by the Employers for missed, untimely, restricted, interrupted and/or short meal periods.
h) Employees have not been paid minimum, regular and/or overtime wages for time worked but not included in the calculations of Employees' wages included in the Employees' paychecks and/or wage statements.
i) Employees have not been paid minimum, regular and/or overtime wages owed for on-duty meal periods.
j) Employees have not been paid minimum, regular and/or overtime wages owed due to rounding of clock-in times which have consistently worked to the unfair advantage of the Employers.
k) Employees who have worked more than 8 hours to 12 hours in a workday have not been paid time and one-half.
l) Employees who have worked more than 40 hours in a workweek have not been paid time and one-half.

Because Employees were not compensated for the above-referenced wages, Employees were not paid such wages within the timeframes set forth in Labor Code §§ 204-204b and Employees have not been paid the penalties set forth in § 210.

Wage Statement Violations:

The Employers have adopted, and continue to adopt, a custom and practice of providing wage statements to Employees that fail to comply with Labor Code § 226 in the following ways:

- The Employers' wage statements do not accurately record the total hours worked or the gross/net wages earned by Employees for:
    - Premium pay wages for missed, untimely, restricted, interrupted and/or short rest breaks as referenced above.
    - Premium pay wages for missed, untimely, restricted, interrupted and/or short meal periods as referenced above.
    - Regular and/or overtime wages for time worked but not reported on the Employer's time records.
    - Regular and/or overtime wages for on-duty meal periods.
    - Regular and/or overtime wages for rounding to the benefit of the Employers.
    - Vacation time pay.
    - Sick leave time pay.
    - Covid benefits.
    - Earned overtime wages.
    - Owed wages due to the Employer's failure to comply with minimum wages laws.
    - Tips.
- The Employers' wage statements have not always accurately recorded all the deductions deducted from Employees' wages.
- The Employers' wage statements do not set forth the accurate name and/or address of the legal entity of the entity that employed Employees.
- The Employers' wage statements do not accurately set forth all the hourly rates in effect to the pay period and/or the accurate corresponding number of hours worked at each hourly rate by Employees.

Vacation Pay Violations:

The Employers have violated and continue to violate Labor Code § 227.3 by failing to pay employees vested vacation time at their time of separation from employment with Employers. All vested vacation owed to Mr. Gomez and the aggrieved employees were due as wages at the final rate of pay at the time of termination/separation.

Payment/Use of Sick Time Violations:

The aggrieved employees, including Mr. Gomez, were deprived of their sick leave and Covid benefits and corresponding pay under California law as follows. The Employers have violated and continue to violate Labor Code § 245.5 (definition of employee) and § 246 (mandated amounts of accrual of sick time) by failing to allow its past and present employees to accrue sick time in the amount required by law. As well, the Employers have violated and continue to violate Labor Code § 246.5 by failing to permit its past and present employees from using their accrued sick time for the purposes set forth under California law. Furthermore, a covered employee, who is considered full-time or who worked or was scheduled to work an average of at least 40 hours per week in the two weeks before the leave is taken, is entitled to up to 80 hours of medical leave, comprised of 40 hours of COVID-19 Supplemental Paid Sick Leave and an additional 40 hours if the covered employee or the qualifying family member tests positive for COVID-19. The aggrieved employees were deprived of said benefits as well.

Heat Recovery Periods Violations:

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require Employers to provide recovery periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each workday that a meal or rest or recovery period is not provided. California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety Order provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling." Cal. Code of Reg., Title 8, § 3395(d)(1). Employers violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because they failed to provide Mr. Gomez and other aggrieved employees with recovery periods.

Failure to Maintain Accurate Payroll Records:

Employers have failed and continue to fail record keeping practices in compliance with Labor Code Sections 1174 (c) and (d), which in pertinent part provide: "(c) Keep a record showing the names and addresses of all employees employed and the ages of all minors. (d) Keep at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by, and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

The record keeping practices were lawfully deficient for computation of wages, premium and overtime wages, regular rate of pay adjustments, PTO benefits, and reporting requirements for the wage statements. Employers' wage statements do not accurately set forth all the hourly rates in effect to the pay period and/or the accurate corresponding number of hours worked at each hourly rate by Employees. The aggrieved employees were affected by said violations and they were not provided the opportunity to examine their respective records.

Release of Claims for Wages Due Violations:

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee." The Employers required Mr. Gomez and other aggrieved employees to release their claims for unpaid wages as a condition to receiving their paychecks. "Execution of a release" includes requiring Employees, as a condition to be paid, to execute a statement of the hours they worked during the pay period which the Employers knew to be false. That practice is in violation of California Labor Code section 206.5. As such, Mr. Gomez and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest, pursuant to Labor Code sections 2699(a), (f)-(g).

Reporting Time Violations:

No employer may employ an employee prohibited by the applicable IWC wage orders. California Labor Code section 1198 further requires that ". . . the standard conditions of labor fixed by the commission shall be the . . .standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful." California Code of Regulations, Title 8, section 11160(5)(A) provides that "[e]ach workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." The Employers violated California Labor Code section 1198 and California Code of Regulations, Title 8, section 11160(5), because it failed to pay Mr. Gomez and other aggrieved employees reporting time pay when they reported to work for their scheduled shift but were put to work for less than half of the regular schedule. Mr. Gomez and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g). Employees have not been compensated for the commensurate wages under the law.

Unreimbursed Business Expense Violations:

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of their job. Mr. Gomez and other aggrieved employees incurred job-related costs used for the benefit of the Employers and have not yet been reimbursed for, including for cellular, transportation, and tools expenses. As a result, the aggrieved employees (as well as Mr. Gomez) are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(a), (f)-(g).

Waiting Time Violations at Time of Separation:

The Employers have violated and continue to violate Labor Code §§ 201-202 by failing to pay Employees who have become separated from the Employers the complete and correct amount of all wages owed to such Employees at the time of their separation within the timeframes mandated by Labor Code §§ 201-202 in the following ways:

- For Employees who have been terminated, The Employers have failed, and continue to fail, to pay said employees all wages due and payable immediately at the time of their termination.
- For Employees who have given at least 72-hours-notice of resigning or otherwise separating from the Employers, the Employers have failed (and continue to fail) to pay said Employees all wages due and payable on their last day of work.
- For Employees who have resigned or otherwise separated from the Employers and have not given at least 72 hours' notice, the Employers have failed (and continue to fail) to pay said Employees all wages due and payable within 72-hours.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the premium pay wages owed at the time of separation for missed, untimely, restricted, interrupted and/or short rest breaks.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the premium pay wages owed at the time of separation for missed, untimely, restricted, interrupted and/or short meal periods.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for time worked but not reported on the Employers' time sheets and/or wage statements.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for on-duty meal periods.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid regular and/or overtime wages owed at the time of separation for time unpaid due to rounding practices that unfairly worked to the benefit of the Employers.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the overtime wages.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid wages owed due to the Employers failure to pay at least the minimum wage mandated by law.
- Employees who have become separated from the Employers (whether by termination, resignation or otherwise) have not been paid the wages owed for unpaid rest breaks.

Since none of the separated employees have been paid the entirety of the wages they were owed at the time of their separation, each such Employee is entitled to continuing wages for the 30-day maximum set forth in Labor Code § 203 (see below). The number of pay period violations of Labor Code §§ 201-202 can be determined from information contained in the Employers' employment records including records which show when Employees became separated from employment with the Employers, when said Employees were paid their final wages from The Employers and what wages were paid as well as records regarding the total number of Employees who have become separated from employment during the statutory period (the number will continue to grow until the illegal practice is stopped. Mr. Gomez has been deprived of his timely payment of the complete and correct wages owed at the time of his separation.

Conclusion:

If the State of California intends to investigate the matters set forth here, please inform our offices as soon as possible since prompt administrative action will permit the identified unlawful practices to be rectified in swift fashion. If the State of California does not send notification of its intent to investigate the alleged violations set forth here, then pursuant to Labor Code § 2698 *et. seq.* (PAGA), Mr. Gomez reserves the right to file a PAGA cause of action seeking all available damages, penalties, and remedies as well as attorneys' fees, interest, and costs against the Employers, as permitted under the PAGA.

To the extent any of the foregoing violations are cured by the Employers, we would appreciate receipt of notice of such action and a description of the violations that have been cured.

Should the State of California require any additional information, please do not hesitate to contact the undersigned.

MOORADIAN LAW, APC

Zorik Mooradian
ZORIK MOORADIAN
Attorneys for Zeferino Gomez

From: **LWDA DO NOT REPLY** lwdadonotreply@dir.ca.gov
Date: Fri, Nov 1, 2024 at 4:47 PM
Subject: Thank you for submission of your PAGA Case.
To: zorik@mooradianlaw.com zorik@mooradianlaw.com

11/1/2024

LWDA Case No. LWDA-CM-1059670-24
Law Firm : Mooradian Law, APC
Plaintiff Name : Zeferino Gomez
Employer: REYNALDO'S MEXICAN FOOD COMPANY, LLC
Filing Fee : $75.00
IFP Claimed : No
Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case. If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov. DIR PAGA Unit on behalf of Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

PROOF OF SERVICE
24STCV28883

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and am not a party to the within action, my business address is 24007 Ventura Blvd., Suite 210, Calabasas, CA 91302.

On **JANUARY 21, 2025**, I served on the parties of record in this action the foregoing document(s) described as:

FIRST AMENDED COMPLAINT – CLASS AND REPRESENTATIVE ACTION

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

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Attorneys for Defendants,
REYNALDO'S MEXICAN FOOD COMPANY, LLC, and SABROSURA, FOODS, LLC

☒ **VIA E-MAIL OR ELECTRONIC TRANSMISSION** – Based on a court order or agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent to the above persons listed at their e-mail addresses listed on the attached service list. I did not receive, within a reasonable time after transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE** – I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on **JANUARY 21, 2025** at Calabasas, California.

*/s/Haik Hacopian*____________________

Haik Hacopian