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VERONICA HERNANDEZ and the Proposed Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

VERONICA HERNANDEZ, an
individual on behalf of herself and all
others similarly situated,

Plaintiff,

v.

FRESHPOINT SOUTHERN
CALIFORNIA, INC., a corporation; and
DOES 1 through 10 inclusive,

Defendants.

CASE NO. 24STCV32042

CLASS ACTION

**PLAINTIFF'S FIRST AMENDED CLASS
ACTION COMPLAINT FOR:**

1. VIOLATION OF LABOR CODE §§
204, 1194, 1197, AND WAGE ORDER
(UNDERPAYMENT OF WAGES)
2. VIOLATION OF LABOR CODE §§
510, 1194, 1198 AND WAGE ORDER
(UNDERPAYMENT OF OVERTIME)
3. VIOLATION OF LABOR CODE §§
226.7, 512 AND WAGE ORDER
(MEAL PERIODS)
4. VIOLATION OF LABOR CODE §§
226.7, 516, 558 AND WAGE ORDER
(REST PERIODS)
5. VIOLATION OF LABOR CODE §§
226 (WAGE STATEMENTS)
6. VIOLATIONS OF LABOR CODE §§
201-203 (FAILURE TO PAY ALL
WAGES OWED UPON
TERMINATION)
7. VIOLATIONS OF LABOR CODE §
2802 (FAILURE TO REIMBURSE)
8. VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200
9. VIOLATIONS OF CALIFORNIA
LABOR CODE SECTION 2698 ET SEQ.
- THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004

**[FILED PURSUANT TO CCP § 472 &
LABOR CODE § 2699.3(a)(2)(C)]**

JURY TRIAL DEMANDED

FILED

Superior Court of California
County of Los Angeles

02/06/2025

David W. Slayton, Executive Officer / Clerk of Court

By: M. Arellanes Deputy

1 Plaintiff Veronica Hernandez (“Plaintiff”) alleges as follows on knowledge as to
2 her own acts/interactions and on information and belief as to all other matters:

3 **JURISDICTION AND VENUE**

4 1. This Court has personal jurisdiction over Defendant because it conducts
5 business in the State of California.

6 2. Under California Code of Civil Procedure section 395(a), venue is proper in
7 this County because Defendant does business in this County and the harm to Plaintiff
8 occurred in this County.

9 **EXHAUSTION OF ADMINISTRATIVE REQUIREMENTS**

10 3. On November 1, 2024, counsel for Plaintiff prepared and electronically
11 submitted a letter to the California Labor & Workforce Development Agency (“LWDA”)
12 via the California Department of Industrial Relations’ “PAGA Filing” website. A copy
13 of the letter was mailed to Defendant, also via USPS Certified Mail. The letter contained
14 the specific provisions of the California Labor Code violated by Defendant, as well as the
15 facts and theories in support of Plaintiff’s claims.

16 4. Now that sixty-five (65) days have passed since Plaintiff notified Defendant
17 of these violations, the statutory time period for the LWDA to investigate and/or respond,
18 and for the employer to respond, has concluded. Plaintiff has exhausted the
19 administrative requirements for bringing a claim under the PAGA for these violations.

20 **PARTIES**

21 5. Plaintiff, at all times relevant hereto, was and is a resident of the State of
22 California.

23 6. Plaintiff is informed and believes that Defendant FRESHPOINT
24 SOUTHERN CALIFORNIA, INC. (“Defendant”) is a corporation organized and existing
25 under the laws of California with its principal place of business located at 155 N. Orange
26 Ave., City of Industry, CA 91744.

1 7. The true names and capacities of the defendants named herein as Does 1
2 through 10, inclusive, whether individual, corporate, associate or otherwise, are unknown
3 to Plaintiff who therefore sues such defendants by fictitious names pursuant to California
4 Code of Civil Procedure section 474. Plaintiff is informed and believes that all of the
5 Doe defendants are California residents. Plaintiff will amend this Complaint to show
6 such true names and capacities when they have been determined.

7 8. Plaintiff is informed and believes that at all times relevant herein, each
8 defendant designated, including Does 1 through 10, was the agent, managing agent,
9 principal, owner, partner, joint venturer, representative, manager, servant, employee
10 and/or co-conspirator of each of the other defendants, and was at all times mentioned
11 herein acting within the course and scope of said agency and employment, and that all
12 acts or omissions alleged herein were duly committed with the ratification, knowledge,
13 permission, encouragement, authorization and consent of each defendant designated
14 herein.

15 **PLAINTIFF'S FACTUAL ALLEGATIONS**

16 9. Defendant is a produce supplier.

17 10. Starting on approximately January 30, 2024 through approximately October
18 30, 2024, Plaintiff was employed by Defendant as a non-exempt employee.

19 11. Plaintiff worked for Defendant in the position of Transportation Clerk at
20 Defendant's facility located at 155 North Orange Ave, City of Industry, CA 91744.

21 12. Plaintiff and other employees working for Defendant were not compensated
22 for all time worked, Defendant failed to accurately keep track of their time, had their time
23 entries altered/decreased by Defendant, had their time rounded, were required to work
24 "off the clock," were not paid for mandatory trainings, and not paid for reporting time
25 pay.

26 13. Further, Defendants failed to pay Plaintiff and other employees all wages
27 due to them within any time period specified by Labor Code § 204, including earned and
28

1 unpaid minimum wages, overtime wages, and wages in the form of penalties for non-
2 complaint meal and rest periods.

3 14. Plaintiff and other employees are entitled to liquidated damages equal to
4 unlawfully unpaid minimum wages with interest pursuant to Labor Code § 1194.2.

5 15. Due to these and other issues, Plaintiff and other employees were also not
6 compensated appropriately for overtime wages and double overtime wages. Plaintiff and
7 other employees worked overtime during their employment with Defendant by working
8 over eight (8) hours in a workday and/or forty (40) hours in a workweek.

9 16. Plaintiff and other employees were also not compensated for all hours
10 worked and were not compensated at the appropriate overtime rate, which resulted in
11 underpayments of overtime wages and double overtime wages.

12 17. Plaintiff and other employees working for Defendant were forced to miss
13 taking compliant meal periods (30-minute meal periods after the first five hours worked).
14 Moreover, Plaintiff and other non-exempt hourly employees were deprived of taking a
15 second meal period after ten hours worked. Plaintiff and other employees working for
16 Defendant were denied compliant meal periods based on Defendant's failure to
17 implement an adequate relief system by which employees could receive work-free meal
18 periods.

19 18. Plaintiff and other employees worked at least 3.5 hours or more and were
20 entitled to a 10-minute paid rest break for every 3.5 hours of continuous work.
21 Defendant knew or should have known that Plaintiff and Class Members worked 3.5
22 hours or more on any given day.

23 19. During Plaintiff's employment by Defendant, Plaintiff and other employees
24 working for Defendants were forced to miss taking compliant rest periods (ten minutes
25 rest time per four hours worked) due to the demands placed on them by Defendants and
26 lack of coverage.

1 20. Defendant failed to pay penalties for noncompliant rest and meal periods
2 (premium pay as required by Labor Code § 226.7(b) and Sections 11 and 12 of the
3 applicable Wage Order in lieu of meal and/or rest periods).

4 21. Upon Plaintiff's termination of employment, Plaintiff was not paid all
5 wages owed, including minimum wages, overtime wages, and missing meal/rest period
6 premiums. Plaintiff is informed and believes that Defendant similarly failed to pay other
7 employees all wages owed upon termination or resignation of employment in compliance
8 with California law. In doing so, Defendant violated and continues to violate California
9 Labor Code sections 201-203 (failure to pay all wages upon termination or resignation).

10 22. In addition, Defendant did not provide Plaintiff and other employees with
11 accurate wage statements as required under California law. More specifically, the wage
12 statements provided to Plaintiff and other employees did not reflect or did not accurately
13 reflect the: (1) gross wages earned, (2) total hours worked by the employee, (3) net wages
14 earned, and (4) all applicable hourly rates in effect during the pay period and the
15 corresponding number of hours worked at each hourly rate by the employee.

16 Accordingly, Plaintiff and other employees were not able to promptly and easily
17 determine the missing information without reference to other documents or information.

18 23. The wage statements also did not provide accurate information by omitting
19 or understating the lack of meal/rest break premium pay that should have been paid to
20 Plaintiff and the other employees. Naranjo v. Spectrum Sec. Servs., Inc., 13 Cal. 5th 93
21 (2022) (Because premium pay for missed meal and rest breaks under Lab. Code, § 226.7,
22 compensated employees for the work performed during a break period and therefore
23 constituted wages within the meaning of Lab. Code, §§ 200, subd. (a), 203, 226, penalties
24 could be available for an employer's alleged failure to timely pay or report such
25 payments.).

26 24. Plaintiff and other employees were not able to promptly and easily
27 determine the missing information without reference to other documents or information.
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1 25. Plaintiff and other employees were not reimbursed for all business expenses
2 and, to the extent such reimbursement was provided, it was provided in an amount not
3 sufficient to reimburse Plaintiff and other employees for such expenses, including use of
4 their personal mobile phones and data plans, which were required to perform their duties
5 tasks (including clocking in and out via an application and speaking to managers), and
6 reimbursement for mileage for work-related. See Cochran v. Schwan's Home Service,
7 Inc., 228 Cal. App. 4th 1137 (2014) (Lab. Code, § 2802, requires an employer to
8 reimburse an employee for the reasonable expense of the mandatory use of a personal cell
9 phone, regardless of the details of the employee's cell phone plan, whether the phone bill
10 is paid for by a third person or at all, and whether the employee changed plans to
11 accommodate worked-related cell phone usage; to show liability under § 2802, an
12 employee need only show that he or she was required to use a personal cell phone to
13 make work-related calls, and that he or she was not reimbursed).

14 26. Defendant violated California Labor Code §§ 1174, 1174.5 by failing to
15 keep at a central location in the state or at the plants or establishments at which
16 employees are employed, payroll records showing the hours worked daily by and the
17 wages paid to employees employed at the respective plants or establishments.

18 27. Defendant violated California Labor Code § 212 by deducting bank fees
19 from wages in violation of California Labor Code § 212. Section 212 of the California
20 Labor Code requires employers to make arrangements for employees to get their wages
21 in full (without paying a fee).

22 **CLASS ACTION ALLEGATIONS**

23 28. This class action is filed under the provisions of Code of Civil Procedure
24 section 382, which provides that a class action may be brought when the question is one
25 of common interest to many persons, or when the number of persons is numerous and it
26 is impractical to bring them all before the court. This action is properly maintained as a
27 class action as set forth below.

1 29. Plaintiff brings this action on behalf of herself and all others similarly
2 situated in the “Class”, as follows: All persons within California who worked for the
3 Defendant as a non-exempt employee at any time on or after the date that is four (4) years
4 prior to the initial filing of this lawsuit through class certification.

5 30. Numerosity: Plaintiff does not know the precise number of members in the
6 Proposed Class, but believes, based on Defendant’s number of employees and turnover of
7 employees, that the number is approximately 1,000 employees, if not substantially
8 higher. Thus, joinder of all members of the Proposed Class is impractical due to the size
9 of the class and the relatively small value of each member’s claim.

10 31. Typicality: Plaintiff’s claims are typical of the claims of each member of
11 the Proposed Class because Plaintiff did not receive all wages owed, did not receive
12 correct overtime compensation, did not receive meal/rest periods in compliance with the
13 requirements of California law, and did not receive accurate wage statements as required
14 under California law

15 32. Commonality: The members of the Proposed Class share a well-defined
16 community of interest regarding questions of law and fact, which predominate over
17 questions that may affect individual members of the Proposed Class. These common
18 questions of law and fact include (but are not limited to):

- 19 a. Whether Defendant failed to pay the Proposed Class wages in accordance
20 with the requirements of California law;
- 21 b. Whether Defendant failed to pay the Proposed Class overtime compensation
22 in accordance with the requirements of California law;
- 23 c. Whether Defendant failed to provide rest periods in accordance with the
24 requirements of California law;
- 25 d. Whether Defendant failed to provide meal periods in accordance with the
26 requirements of California law;

- 1 e. Whether Defendant failed to maintain accurate records of the actual hours
2 worked by each member of the Proposed Class as required by subsection 7
3 of the applicable Industrial Welfare Commission Orders (see Franco v.
4 Athens Disposal Co., Inc., 171 Cal. App. 4th 1277, 1299 (2009) (“By law,
5 an employer must maintain time records showing an employee’s (1) ‘total
6 daily hours worked’ and (2) meal periods, unless ‘operations cease’ during
7 meals.”) (quoting Wage Order, § 7(A)(3));
- 8 f. Whether Defendant engaged in unfair business practices in violation of
9 California Business & Professions Code sections 17200, et seq.;
- 10 g. Whether Plaintiff and the Proposed Class are entitled to compensatory
11 damages pursuant to the California Labor Code; and
- 12 h. The appropriate amount of damages, restitution, and/or monetary penalties
13 resulting from Defendant’s violations of California law.

14 33. Predominance: The questions that are common to all class members
15 predominate over any questions that are unique to individual class members because the
16 answers to these questions will determine Defendant’s liability to all class members and
17 because any remaining individual questions with respect to amounts of relief may be
18 resolved by reference to Defendant’s payroll records.

19 34. Superiority: A class action is vastly superior to other available means for
20 the fair and efficient adjudication of class members’ claims. Because this case involves
21 large numbers of employees, most, if not all, of whom have relatively small individual
22 claims, it would be beneficial to the parties and this Court to allow them to
23 simultaneously and efficiently prosecute their common claims in a single forum without
24 the unnecessary duplication of effort and expense that numerous individual actions would
25 entail. Additionally, because the monetary amounts due to many individual class
26 members are likely to be relatively small, it would make it difficult, if not impossible, for
27 individual class members to both seek and obtain relief. Moreover, a class action will
28

1 serve an important public interest by permitting class members to effectively pursue the
2 recovery of moneys owed to them. Further, a class action will prevent the potential for
3 inconsistent or contradictory judgments inherent in individual litigation.

4 35. Ascertainable Class: The members of the Proposed Class can be easily
5 ascertained from Defendant's payroll records and other records maintained by Defendant.

6 36. Adequacy Of Class Representatives: Plaintiff will fairly and adequately
7 represent and protect the interests of the Proposed Class in that Plaintiff has no interests
8 antagonistic to any member of the Proposed Class. There are no material conflicts
9 between the claims of Plaintiff and the members of the Proposed Class that would make
10 class certification inappropriate.

11 37. Adequacy Of Class Counsel: Plaintiff has retained counsel experienced in
12 litigating wage and hour class action claims.

13 38. Pursuant to Rule of Court 3.765(b), Plaintiff reserves the right to amend or
14 modify the class definition with greater specificity, by further division into subclasses
15 and/or by limitation to particular issues.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF CALIFORNIA LABOR CODE §§ 204, 1194, 1197, AND WAGE**
18 **ORDER (UNDERPAYMENT OF HOURLY WAGES)**
19 **(BY PLAINTIFF AND THE CLASS AGAINST DEFENDANT)**

20 39. Plaintiff incorporates by this reference all preceding and subsequent
21 paragraphs.

22 40. California Labor Code section 204(a) states (in relevant part) that wages
23 "earned by any person in any employment are due and payable twice during each
24 calendar month, on days designated in advance by the employer as the regular paydays."

25 41. California Labor Code section 1194(a) states (in relevant part):
26 "Notwithstanding any agreement to work for a lesser wage, any employee receiving less
27 than the legal minimum wage or the legal overtime compensation applicable to the
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1 employee is entitled to recover in a civil action the unpaid balance of the full amount of
2 this minimum wage or overtime compensation, including interest thereon, reasonable
3 attorney's fees, and costs of suit."

4 42. California Labor Code section 1197 states (in relevant part): "The
5 minimum wage for employees fixed by the commission or by any applicable state or
6 local law, is the minimum wage to be paid to employees, and the payment of a lower
7 wage than the minimum so fixed is unlawful."

8 43. California Industrial Wage Order 5-2001 section 4(B) states: "Every
9 employer shall pay to each employee, on the established payday for the period involved,
10 not less than the applicable minimum wage for all hours worked in the payroll period,
11 whether the remuneration is measured by time, piece, commission, or otherwise."

12 44. As alleged above, Defendant violated the foregoing statutes and
13 regulations.

14 45. Pursuant to California Labor Code sections 218.5, 1194, 1194.2, 1197.2,
15 Plaintiff and the other members of Proposed Class are entitled to recover the full amount
16 of their unpaid wages, waiting time penalties, reasonable attorneys' fees, and costs of
17 suit. Plaintiff and the other members of the Proposed Class are entitled to recover interest
18 on all due and unpaid wages and waiting time penalties under Labor Code section 218.6
19 and/or Civil Code section 3287(a).

20 **SECOND CAUSE OF ACTION**

21 **VIOLATION OF CALIFORNIA LABOR CODE §§ 510, 1194, 1198, AND WAGE**
22 **ORDER (UNDERPAYMENT OF OVERTIME WAGES)**
23 **(BY PLAINTIFF AND THE CLASS AGAINST DEFENDANT)**

24 46. Plaintiff incorporates by this reference all preceding and subsequent
25 paragraphs.

26 47. California Industrial Wage Order 5-2001 section 3 states:

27 (A) Daily Overtime – General Provisions
28

(1) The following overtime provisions are applicable to employees 18 years of age or over and to employees 16 or 17 years of age who are not required by law to attend school and are not otherwise prohibited by law from engaging in the subject work. Such employees shall not be employed more than eight (8) hours in any workday or more than 40 hours in any workweek unless the employee receives one and one-half (1 ½) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek. Eight (8) hours of labor constitutes a day's work. Employment beyond eight (8) hours in any workday or more than six (6) days in any workweek is permissible provided the employee is compensated for such overtime at not less than:

(a) One and one-half (1 ½) times the employee's regular rate of pay for all hours worked In excess of eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8) hours worked on the seventh (7th) consecutive day of work in a workweek.; and

(b) Double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh (7th) consecutive day of work in a workweek.

(c) The overtime rate of compensation required to be paid to a nonexempt full-time salaried employee shall be computed by using the employee's regular hourly salary as one fortieth (1/40) of the employee's weekly salary.

48. California Labor Code section 510(a) states: "Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the

1 seventh day of work in any one workweek shall be compensated at the rate of no less
2 than one and one-half times the regular rate of pay for an employee. Any work in excess
3 of 12 hours in one day shall be compensated at the rate of no less than twice the regular
4 rate of pay for an employee. In addition, any work in excess of eight hours on any
5 seventh day of a workweek shall be compensated at the rate of no less than twice the
6 regular rate of pay of an employee.”

7 49. California Labor Code section 1194(a) states: “Notwithstanding any
8 agreement to work for a lesser wage, any employee receiving less than the legal
9 minimum wage or the legal overtime compensation applicable to the employee is entitled
10 to recover in a civil action the unpaid balance of the full amount of this minimum wage
11 or overtime compensation, including interest thereon, reasonable attorney’s, and costs of
12 suit.”

13 50. As alleged above, Defendant violated the foregoing statutes and
14 regulations.

15 51. Pursuant to Labor Code sections 218.5 and 1194, Plaintiff and the other
16 members of Proposed Class are entitled to recover the full amount of their unpaid
17 overtime wages, waiting time penalties, reasonable attorneys’ fees, and costs of suit.
18 Plaintiff and the other members of the Proposed Class are entitled to recover interest on
19 all due and unpaid wages and waiting time penalties under Labor Code section 218.6
20 and/or Civil Code section 3287(a).

21 **THIRD CAUSE OF ACTION**

22 **VIOLATION OF CALIFORNIA LABOR CODE SECTIONS 226.7, 512, AND**
23 **WAGE ORDER (MEAL PERIODS)**

24 **(BY PLAINTIFF AND THE CLASS AGAINST DEFENDANT)**

25 52. Plaintiff incorporates by this reference all preceding and subsequent
26 paragraphs.

1 53. California Labor Code section 512(a) states: “An employer may not
2 employ an employee for a work period of more than five hours per day without providing
3 the employee with a meal period of not less than 30 minutes, except that if the total work
4 period per day of the employee is no more than six hours, the meal period may be waived
5 by mutual consent of both the employer and employee. An employer may not employ an
6 employee for a work period of more than 10 hours per day without providing the
7 employee with a second meal period of not less than 30 minutes, except that if the total
8 hours worked is no more than 12 hours, the second meal period may be waived by mutual
9 consent of the employer and the employee only if the first meal period was not waived.”

10 54. Section 11(A) of the applicable Industrial Welfare Commission Wage
11 Orders provides (in relevant part): “No employer shall employ any person for a work
12 period of more than five (5) hours without a meal period of not less than 30 minutes,
13 except that when a work period of not more than six (6) hours will complete the day’s
14 work the meal period may be waived by mutual consent of the employer and the
15 employee.”

16 55. California Labor Code section 226.7(b) provides: “If an employer fails to
17 provide an employee a meal period or rest period in accordance with an applicable order
18 of the Industrial Welfare Commission, the employer shall pay the employee one
19 additional hour of pay at the employee’s regular rate of compensation for each work day
20 that the meal or rest period is not provided.”

21 56. As alleged above, during Plaintiff’s employment by Defendant, Plaintiff
22 and other non-exempt hourly employees working for Defendant were forced to miss
23 taking compliant meal periods (30 minute meal periods after the first five hours worked).
24 Moreover, Plaintiff and other non-exempt hourly employees were deprived of taking a
25 second meal period after ten hours worked. Plaintiff and these other non-exempt
26 employees did not waive their right to their meal periods.

1 57. In addition, it was and continues to be Defendant's policy and practice not
2 to compensate Plaintiff and members of the Proposed Class with the pay due and owing
3 as required by California Labor Code section 226.7, and subsection 11 of the applicable
4 Industrial Welfare Commission order (i.e., one hour of pay per day per meal period at the
5 employee's regular rate of compensation).

6 58. Plaintiff and members of the Proposed Class demand all applicable
7 reimbursements, interest, and penalties.

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATION OF CALIFORNIA LABOR CODE § 226.7, 516, 558, AND WAGE**
10 **ORDER (REST PERIODS)**

11 **(BY PLAINTIFF AND THE CLASS AGAINST DEFENDANT)**

12 59. Plaintiff incorporates by this reference all preceding and subsequent
13 paragraphs.

14 60. At all relevant times, California Labor Code section 226.7 provides that no
15 employer shall require an employee to work during any rest period mandated by an
16 applicable order of the California Industrial Welfare Commission.

17 61. At all relevant times, the applicable Wage Order provides that "[e]very
18 employer shall authorize and permit all employees to take rest periods, which insofar as
19 practicable shall be in the middle of each work period" and that the "rest period time shall
20 be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
21 four (4) hours or major fraction thereof unless the total daily work time is less than three
22 and one-half (3 ½) hours."

23 62. During the relevant time period, Defendant required Plaintiff and members
24 of the Proposed Class to work four (4) or more hours without authorizing or permitting a
25 ten (10) minute rest period per each four (4) hour period worked.

63. During the relevant time period, Defendant willfully required Plaintiff and members of the Proposed Class to work during rest periods and failed to pay the full rest period premium for work performed during rest periods.

64. During the relevant time period, Defendant failed to pay Plaintiff and members of the Proposed Class the full rest period premium due pursuant to California Labor Code section 226.7. Defendant's conduct violates applicable Wage Orders and California Labor Code section 226.7.

65. Pursuant to the applicable Industrial Welfare Commission Wage Order and California Labor Code section 226.7(b), Plaintiff and the other members of the Proposed Class is entitled to recover from Defendant one additional hour of pay at the employee's regularly hourly rate of compensation for each work day that the rest period was not provided.

66. Plaintiff and members of the Proposed Class demand all applicable reimbursements, interest, and penalties.

FIFTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA LABOR CODE § 226

(NON-COMPLIANT WAGE STATEMENTS)

**(BY PLAINTIFF AND THE WAGE STATEMENT CLASS AGAINST
DEFENDANT)**

67. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

68. Defendant did not provide Plaintiff or other employees with accurate wage statements as required under Labor Code § 226. These violations include but are not limited to failing to state or failing to accurately state: (1) gross wages earned, (2) total hours worked by the employee, (3) net wages earned, and (4) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

69. The wage statements also did not provide accurate information by understating the lack of meal/rest break premium pay that should have been paid to Plaintiff and the other employees. *Naranjo v. Spectrum Sec. Servs., Inc.*, 13 Cal. 5th 93 (2022) (Because premium pay for missed meal and rest breaks under Lab. Code, § 226.7, compensated employees for the work performed during a break period and therefore constituted wages within the meaning of Lab. Code, §§ 200, subd. (a), 203, 226, penalties could be available for an employer's alleged failure to timely pay or report such payments.).

70. As a result of Defendant's violation of California Labor Code section 226(a), Plaintiff and the other members of the Proposed Class have suffered injury and damage to their statutory-protected right to receive accurate and itemized wage statements.

71. Pursuant to California Labor Code section 226(e), Plaintiff and the other members of the Proposed Class are entitled to recover from Defendant the greater of their actual damages caused by Defendant's failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars per employee, and are entitled to an award of costs and reasonable attorney's fees.

SIXTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES OWED UPON TERMINATION IN VIOLATION OF CALIFORNIA LABOR CODE §§ 201-203 (BY PLAINTIFF AND THE CLASSES AGAINST DEFENDANT)

72. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

73. At all relevant times, California Labor Code sections 201-203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two

1 (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his
2 or her intention to quit, in which case the employee is entitled to his or her wages at the
3 time of quitting.

4 74. As Plaintiff and other members of Class were denied wages owed to them,
5 they were not paid all wages owed to them at the time of their termination or resignation.

6 75. During the relevant time period, and as alleged above, Defendant
7 intentionally and willfully failed to pay Plaintiff and other members of the Class their
8 wages, earned and unpaid, within the required time period.

9 76. Plaintiff is informed and believe that other members of the Final Wages
10 Class were not paid their final wages immediately upon their termination or within
11 seventy-two (72) hours of their resignation, is in violation of California Labor Code
12 sections 201 and 202.

13 77. On information and belief, Plaintiff contend that Defendant's failure to pay
14 all wages earned upon termination in accordance with Labor Code section 201 was
15 willful. At all times relevant, Defendant had the ability to pay all earned and unpaid
16 wages in accordance with Labor Code section 201 but intentionally chose not to comply.

17 78. California Labor Code section 203 provides that if an employer willfully
18 fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the
19 employee shall continue as a penalty from the due date thereof at the same rate until paid
20 or until an action is commenced; but the wages shall not continue for more than thirty
21 (30) days.

22 79. Pursuant to Labor Code § 218.5, Plaintiff and members of the Class are
23 entitled to recover the full amount of their unpaid wages, waiting time penalties,
24 reasonable attorneys' fees, and costs of suit. Plaintiff and the other members of the Class
25 are entitled to recover interest on all due and unpaid wages and waiting time penalties
26 under Labor Code § 218.6 and/or Civil Code § 3287(a).

SEVENTH CAUSE OF ACTION

**VIOLATION OF LABOR CODE § 2802 – FAILURE TO REIMBURSE
NECESSARY EXPENDITURES**

(BY PLAINTIFF AND THE CLASS AGAINST DEFENDANT)

80. Plaintiff incorporates by reference all preceding and subsequent paragraphs.

81. California Labor Code § 2802, in relevant part, states: “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties.”

82. As alleged above, Defendant violated the foregoing statute by not reimbursing their necessary business expenses.

83. Subsection (c) of Labor Code § 2802 states, “[f]or the purposes of this section, the terms ‘necessary expenditure or losses’ shall include all reasonable costs, including but not limited to, attorneys’ fees incurred by the employee enforcing the rights granted by this section.” Accordingly, Plaintiff seek damages for all necessary expenditures and losses, including attorney’s fees and costs pursuant to Labor Code § 2802(c).

EIGHTH CAUSE OF ACTION

**VIOLATION OF CALIFORNIA BUSINESS & PROFESSIONS CODE § 17200
(PLAINTIFF AND THE CLASSES AGAINST DEFENDANT)**

84. Plaintiff incorporates by this reference all preceding and subsequent paragraphs.

85. Business and Professions Code section 17200, et seq. (“UCL”), defines unfair competition to include any “unfair,” “unlawful,” or “fraudulent” business practice.

86. At all times relevant herein the UCL was in full force and effect and binding on Defendant.

87. The actions alleged herein by Defendant were “unlawful” under the UCL based on the violations of each of the statutes and regulations alleged herein.

1 Defendant's conduct, as alleged herein, has been, and continues to be, unfair, unlawful
2 and harmful to Plaintiff, members of the Proposed Class, the general public, and to
3 Defendant's competitors.

4 88. Plaintiff and members of the Proposed Class have been personally injured
5 by Defendant's unlawful business acts and practices as alleged herein, including, but not
6 necessarily limited to, the loss of money and/or property.

7 89. Pursuant to California Business & Professions Code sections 17200, et seq.,
8 Plaintiff and members of the Proposed Class are entitled to restitution of the wages and
9 overtime wages withheld and retained by Defendant; and a permanent injunction
10 requiring Defendant to pay all outstanding wages due to Plaintiff and the other members
11 of the Proposed Class.

12 **NINTH CAUSE OF ACTION**

13 **PRIVATE ATTORNEYS GENERAL ACT OF 2004, LABOR CODE SECTION**
14 **2698 ET SEQ.**

15 **(REPRESENTATIVE ACTION BY PLAINTIFF AND AGGRIEVED**
16 **EMPLOYEES AGAINST DEFENDANT)**

17 90. Plaintiff incorporates by reference all of the preceding and subsequent
18 paragraphs.

19 91. Plaintiff on behalf of herself, other aggrieved employees, and the State of
20 California, seeks penalties pursuant to PAGA for based on Defendant's following
21 violation of the California Labor Code:

- 22 a. Underpayment and late of minimum wages and hourly wages in violation
23 of California Labor Code §§ 204, 1194, 1194.2, 1197, IWC Wage Order,
24 California Minimum Wage Order.
25 b. Underpayment of overtime wages in violation of California Labor Code
26 §§ 510, 1194, 1198, and IWC Wage Order.
27 c. Failure to provide compliant meal periods in violation of California Labor
28 Code §§ 226.7, 512, 558, and IWC Wage Order.
d. Failure to provide compliant rest periods in violation of California Labor
Code §§ 226.7, 512, 558, and IWC Wage Order.

- e. Failure to reimburse business expenses in violation of California Labor Code 2802 and IWC Wage Order.
- f. Non-compliant wage statements in violation of California Labor Code § 226(a).
- g. Failure to pay all wages upon resignation or termination due to the underpayment of wages and/or overtime in violation of California Labor Code §§ 201-203.
- h. Failure to pay, appropriately accrue, and forfeiture of paid time off in violation of California Labor Code § 227.3.
- i. Failure to keep payroll records showing total hours worked and wages paid in violation of California Labor Code §§ 1174-1174.5 and IWC Wage Order.
- j. Deduction of bank fees from wages in violation of California Labor Code § 212.

92. Plaintiff seeks civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof, pursuant to the California Labor Code, including California Labor Code §§ 2699(a) and 2699(f), which provides for \$100 for each initial violation and \$200 for each subsequent violation per employee pay period.

93. Plaintiff was compelled to retain the services of counsel to file this action to protect Plaintiff's interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendant. Plaintiff has thereby incurred attorneys' fees and costs, which Plaintiff is entitled to recover under California Labor Code § 2699(g).

JURY TRIAL DEMANDED

94. Plaintiff demands a jury as to all causes of action permitted for a jury trial under applicable law.

PRAYER FOR RELIEF

95. WHEREFORE, Plaintiff respectfully requests the Court grant Plaintiff and the members of the Proposed Class the following relief against Defendant:

- (a) For an order certifying each of the Proposed Class under California Code of Civil Procedure section 382;

- (b) For appointment of Plaintiff as the representative of the Proposed Class;
- (c) For general economic and non-economic damages according to proof;
- (d) For statutory damages according to proof;
- (e) For special damages according to proof;
- (f) For penalties where allowed by law;
- (g) For prejudgment interest pursuant to California Labor Code section 218.6, California Civil Code section 3287, California Civil Code section 3288, and/or any other provision of law providing for prejudgment interest;
- (h) For attorneys' fees where allowed by law;
- (i) For costs of suit incurred herein; and
- (j) For such other and further relief as this Court deems just and proper.

Dated: February 6, 2025

Respectfully submitted,
AZADIAN LAW GROUP, PC



By: _____
George S. Azadian
Attorneys for Plaintiff,
VERONICA HERNANDEZ and the Proposed Class

PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I reside in the State of California. I am over the age of 18. My business address is 707 Foothill Blvd., Suite 200, La Cañada, California 91011.

On February 6, 2025, I served the foregoing documents described as:

PLAINTIFF'S FIRST AMENDED CLASS ACTION COMPLAINT

on all interested parties in this action as follows:

BAKER & HOSTETLER LLP
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BAKER & HOSTETLER LLP
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xxxx **BY EMAIL:** I caused a copy of the documents to be sent from email address George@azadianlawgroup.com to the persons at the email address listed above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

xxxx **(STATE):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 6, 2025, at La Cañada, California.



ARMINEH KALE