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all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF KERN

CUAUHTEMOC VALENCIA on
behalf of himself, all others similarly
situated, and on behalf of the general
public,

Plaintiffs,

v.

ROYAL OAK AG SERVICES, INC.;
and DOES 1-100,

Defendants.

Case No. BCV-25-100193

**PLAINTIFF CUAUHTEMOC VALENCIA'S
PRIVATE ATTORNEYS GENERAL ACT OF 2004
("PAGA") COMPLAINT FILED PURSUANT TO
CALIFORNIA LABOR CODE § 2698, ET. SEQ.**

- 1. Violation of the PAGA for Failure to Pay
Straight Time Wages;**
- 2. Violation of the PAGA for Failure to Pay All
Overtime Wages;**
- 3. Violation of PAGA for Failure to Provide Meal
Periods;**
- 4. Violation of PAGA for Failure to Provide Rest
Periods;**
- 5. Violation of PAGA for Failure to Provide
Recovery Periods;**
- 6. Violation of PAGA for Failure to Pay Wages
Due at Termination of Employment;**
- 7. Violation of PAGA for Knowing and
Intentional Failure to Comply with Itemized
Employee Wage Statements;**
- 8. Violation of PAGA for Failure to Adopt a
Compliant Sick Pay/Paid Time Off Policy and
Failure to Provide Written Notice Setting
Forth Amount of Sick Leave Available; and**
- 9. Violation of PAGA for Failure to Reimburse
Business Expenses Incurred in Discharging
Duties.**

DEMAND FOR JURY TRIAL

1 Plaintiff CUAUHEMOC VALENCIA (hereinafter referred to as “Plaintiff”), on behalf himself and
2 all other non-exempt employees who are presently or formerly employed by Defendant ROYAL OAK
3 AG SERVICES, INC. (hereinafter referred to as “Defendant” or “ROYAL OAK”) and/or DOES in
4 California (hereinafter referred to as the “Aggrieved Employees”), files this Complaint against
5 Defendant and/or DOES 1-100.

6 **I. INTRODUCTION**

- 7 1. This is a representative action seeking recovery of penalties under the California Labor Code
8 Private Attorneys General Act of 2004 (“PAGA”), California Labor Code Sections 2698 et
9 seq., against Defendant and/or DOES 1-100. The PAGA permits an “aggrieved employee” to
10 bring a lawsuit on behalf of himself and other current and former employees to address an
11 employer’s violations of the *California Labor Code*.
- 12 2. Defendant and/or DOES engage in the ownership and/or operation of facilities which grow,
13 harvest, and/or process agricultural products such as vegetables, fruits, and/or nuts in the State
14 of California.
- 15 3. At all times mentioned herein, Defendant and/or DOES employ non-exempt employees in the
16 State of California.
- 17 4. Defendant and/or DOES have maintained uniform policies that violate the wage and hour
18 rights of Plaintiff and similarly situated non-exempt employees in the manner complained of
19 herein.
- 20 5. This action is brought on behalf of Plaintiff and all other Aggrieved Employees of Defendant
21 and/or DOES who: worked a shift of at least five (5) hours without receiving a meal period;
22 worked four (4) hours, or a major fraction thereof, without receiving a ten (10) minute net rest
23 break; were not provided with recovery periods; were not provided accurate itemized wage
24 statements; were not paid compensation for all time worked at the straight or overtime rate;
25 were not reimbursed for business expenses; were not paid waiting time penalties; and were not
26 provided with paid sick leave / paid time off and/or a written notice setting forth the amount
27 of sick leave available. Plaintiff seeks penalties on behalf of himself and all other Aggrieved
28 Employees of Defendant and/or DOES as provided herein. This Complaint also seeks

attorneys' fees and costs under the PAGA, *California Labor Code* section 2699(g)(1).

6. At all times mentioned herein, Plaintiff and the other Aggrieved Employees were not classified as "exempt" or primarily employed in an executive, professional, or administrative capacity. Thus, under California law, Plaintiff and the Aggrieved Employees should be: paid compensation for all time worked at the regular or overtime rate; provided meal periods; authorized and permitted to take rest periods; paid one hour of premium pay for all unprovided meal periods; paid one hour of premium pay for all rest periods that were not authorized and/or permitted; paid penalties for not being provided itemized wage statements; paid compensation for all time worked at the regular or overtime rate; paid penalties for not being paid timely at the time of termination; provided with sick pay in compliance with California law; and reimbursed for business expenses.

7. At all times mentioned herein, Defendant and/or DOES control the working conditions of Plaintiff and the Aggrieved Employees including, but not limited to, having the authority to hire and fire Plaintiff and the Aggrieved Employees, setting the wages of Plaintiff and the Aggrieved Employees, and instructing Plaintiff and the Aggrieved Employees when and/or where to work. In addition, Defendant and/or DOES developed, wrote, dictated, approved and/or authorized wage and hour policies and/or practices that Plaintiff and the Aggrieved Employees labored under. These policies and/or practices included, but were not limited to, policies and/or practices regarding meal periods, straight-time, rest periods, wage statements, paying compensation at time of termination, timing of payment, and sick pay/paid time off. Further, Defendant and/or DOES had the ability to prevent Plaintiff and the Aggrieved Employees from working.

II. JURISDICTION AND VENUE

8. Plaintiff is an individual residing in California. At all times relevant to this action, Plaintiff was employed by Defendant and/or DOES in California. Plaintiff, and each of the Aggrieved Employees, were employees of Defendant and/or DOES, and/or its operating divisions and subsidiaries, within the State of California. Plaintiff and each of the Aggrieved Employees were subject to the unlawful policies beginning one (1) year prior to the date Plaintiff sent

- 1 Notice to the State of California Labor and Workforce Development Agency (LWDA).
- 2 9. Venue as to each Defendant and/or DOE is proper in this judicial district. Each Defendant
- 3 and/or DOE operate industrial facilities, employ hourly employees, conduct business, and
- 4 commit *California Labor Code* violations within Kern County and California. Each Defendant
- 5 and/or DOE is within the jurisdiction of this Court for service of process purposes. The
- 6 unlawful acts alleged herein have a direct effect on Plaintiff and the other aggrieved employees
- 7 situated within the State of California and within Kern County. Defendant and/or DOES
- 8 employ numerous aggrieved employees in California and/or Kern County.
- 9 10. Plaintiff brings this action on behalf of himself and the Aggrieved Employees of Defendant
- 10 and/or DOES pursuant to the PAGA. Plaintiff, as a personal representative of the general
- 11 public, will and does seek to recover any and all penalties for each and every violation shown
- 12 to exist or to have occurred during the one (1) year period before Plaintiff filed Notice with the
- 13 LWDA of his intent to bring this action, in an amount according to proof, as to those penalties
- 14 that are otherwise only available to public agency enforcement actions. Funds recovered will
- 15 be distributed in accordance with the PAGA, with at least seventy-five (75) percent of the
- 16 penalties recovered being reimbursed to the State of California and the LWDA.
- 17 11. There is no federal question at issue as the issues herein are based solely upon California
- 18 statutes and law, including the *California Labor Code*, IWC Wage Orders, *Code of Civil*
- 19 *Procedure*, and *Civil Code*.
- 20 12. The California Superior Court also has jurisdiction in this matter because the penalties sought
- 21 exceed the minimum jurisdictional limits of the Superior Court and will be established at trial,
- 22 according to proof. Defendant and/or DOES either own, maintain offices, transact business,
- 23 have an agent or agents, and/or otherwise are found within the County of Kern, California.

24 **III. THE PARTIES**

25 **A. Plaintiff**

- 26 13. Throughout the Statutory Period, Plaintiff Cuauhtemoc Valencia is and was a resident of
- 27 California. During the Statutory Period, Plaintiff was employed by Defendant and/or DOES in
- 28 California as a non-exempt employee.

1 14. Plaintiff and the Aggrieved Employees were and are employed in the State of California by
2 Defendant and/or DOES as non-exempt employees.

3 15. A notice correspondence showing compliance with *Labor Code* Section 2699.3 was sent to the
4 LWDA and Defendant on November 13, 2024. This notice demonstrates that Plaintiff is an
5 aggrieved employee and has standing to bring a representative action on behalf of the LWDA
6 and as a private attorney general. The violations alleged in this notice also forms the basis for
7 the allegations herein. No notice of cure by Defendant and/or DOES was provided and no
8 notice of investigation was received from the LWDA in the statutorily proscribed sixty-five
9 (65) day period since the mailing of the notices of the action. Accordingly, Plaintiff files this
10 action as a “Representative Action” as authorized by *Labor Code* section 2699.3(a)(2)(C).

11 **B. Defendants**

12 16. Defendant and/or DOES engage in the ownership and/or operation of facilities which grow,
13 harvest, and/or process agricultural products such as vegetables, fruits, and/or nuts in the State
14 of California.

15 17. Defendant and/or DOES have a strong foothold in Southern California, including the County
16 of Kern.

17 18. Defendant and/or DOES employed Plaintiff and similarly non-exempt employees in
18 California.

19 19. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in
20 the conduct alleged, of the Defendants sued as DOES 1 through 100, inclusive, but on
21 information and belief alleges that said Defendants are now, and/or at all times mentioned in
22 this Complaint were doing business in the State of California and/or throughout the United
23 States. Plaintiff is informed and believes that each of the Defendants designated as a DOE is
24 legally responsible in some manner for the unlawful acts alleged. Plaintiff will amend this
25 Complaint to allege the true names and capacities of the DOE Defendants when ascertained.

26 20. Plaintiff is informed and believes each Defendant acted, in whole or in part, in all respects
27 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
28 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally

attributable to the other Defendants as each Defendant has ratified, approved, and/or authorized the acts of each of the remaining Defendants.

21. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 100 are partners, agents, owners, and/or shareholders of Defendants and/or DOES and were acting on behalf of Defendants and/or DOES at all times.

IV. GENERAL ALLEGATIONS

22. During all, or a portion, of the one (1) year period before Plaintiff filed notice of his claims with the LWDA, Plaintiff and each of the Aggrieved Employees were employed by Defendant and/or DOES in the State of California. Plaintiff and the Aggrieved Employees are composed of all current and former non-exempt employees of Defendant and/or DOES, or any of its operating divisions and/or subsidiaries, who worked in California.

23. At all times mentioned herein, Defendant and/or DOES have not paid Plaintiff and the Aggrieved Employees for all time they were performing work and/or are subject to Defendant's and/or DOES' control. Defendant and/or DOES have a continuous policy of not paying Plaintiff and those similarly situated Aggrieved Employees for all hours worked. Failing to pay for all hours worked while under ROYAL OAK's control and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees being deprived of straight time and/or overtime wages.

24. At all times mentioned herein, ROYAL OAK and/or DOES fail to provide Plaintiff and the Aggrieved Employees with meal periods that comply with California law and failed to authorize and permit rest periods that comply with California law.

25. By failing to provide a duty-free meal period of not less than thirty (30) minutes for every shift of at least five (5) hours worked per day by Plaintiff and all Aggrieved Employees, and by failing to provide compensation for these unprovided meal periods, Defendant and/or DOES willfully violate the provisions of *California Labor Code* section 226.7, IWC Wage Order No. 14-2001, and California Code of Regulations, Section 11140(11). In addition, ROYAL OAK and/or DOES fail to provide Plaintiff and the Aggrieved Employees with another duty-free meal period of not less than thirty (30) minutes for every shift of more than ten (10) hours per

1 day.

2 26. At all times mentioned herein, ROYAL OAK and/or DOES knew and/or should have known
3 that Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to
4 take legally compliant rest periods in a timely manner or payment of one (1) hour of pay as
5 additional compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when
6 they were not authorized and/or permitted to take a legally compliant rest period.

7 27. By failing to provide paid ten (10) minute rest periods for every four (4) hours or major fraction
8 thereof, worked per day by Plaintiff and all Aggrieved Employees and by failing to provide
9 compensation for these periods, ROYAL OAK and/or DOES willfully violate the provisions
10 of *California Labor Code* section 226.7, IWC Wage Order No. 14-2001, and California Code
11 of Regulations, Section 11140(12).

12 28. At all times mentioned herein, ROYAL OAK and/or DOES knew and/or should have known
13 that Plaintiff and the Aggrieved Employees were entitled to be authorized and/or permitted to
14 take legally compliant recovery periods or payment of one (1) hour of pay as additional
15 compensation at Plaintiff's and the Aggrieved Employees' regular rate of pay when they were
16 not authorized and/or permitted to take a legally compliant recovery period.

17 29. At all times mentioned herein, ROYAL OAK and/or DOES failed to provide access to shade
18 to Plaintiff and the Aggrieved Employees when work temperatures exceeded 80 degrees
19 Fahrenheit. In addition, ROYAL OAK and/or DOES failed to train employees on recovery
20 periods, including, but not limited to ROYAL OAK's and/or DOES' procedures for providing
21 water, shade, recovery breaks, and access to first aid, as well as employees' freedom to exercise
22 their rights under the recovery period regulations without retaliation.

23 30. By failing to provide recovery periods to Plaintiff and all Aggrieved Employees and by failing
24 to provide compensation for these periods, ROYAL OAK and/or DOES willfully violate the
25 provisions of *California Labor Code* section 226.7 and Cal. Code Regs. Title 8 § 3395.

26 31. At all times mentioned herein, ROYAL OAK and/or DOES knew and/or should have known
27 that Plaintiff and the Aggrieved Employees were entitled to receive complete and accurate pay
28 statements in accordance with California law.

- 1 32. At all times mentioned herein, ROYAL OAK and/or DOES knew and/or should have known
2 that they were not providing complete and accurate pay statements in accordance with
3 California law to Plaintiff and the Aggrieved Employees.
- 4 33. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
5 they had a duty to compensate Plaintiff and the Aggrieved Employees in accordance with
6 California law, and that Defendant and DOES had the ability to pay such compensation, but
7 willfully and intentionally failed to do so, and Defendant and DOES falsely represented to
8 Plaintiff and the Aggrieved Employees that they were properly compensating Plaintiff and the
9 Aggrieved Employees.
- 10 34. At all times mentioned herein, ROYAL OAK and/or DOES failed to pay all wages owed to
11 Plaintiff and to other terminated or resigned Aggrieved Employees and failed to timely pay
12 wages during employment.
- 13 35. At all times mentioned herein, Defendant and/or DOES knew and/or should have known that
14 Plaintiff and the Aggrieved Employees were entitled to timely wages at the time of termination.
15 Defendant and/or DOES did not pay all timely wages owed, straight-time wages owed, meal
16 period premiums, rest period premiums and/or recovery period premiums owed at the time of
17 termination.
- 18 36. At all times mentioned herein, Defendant and/or DOES fail to pay Plaintiff and the Aggrieved
19 Employees a sum certain at the time of termination or within seventy-two (72) hours of their
20 resignation and have failed to pay those sums for thirty (30) days thereafter.
- 21 37. At all times mentioned herein, ROYAL OAK and/or DOES fail to reimburse Plaintiff and
22 Aggrieved Employees for all necessary expenses incurred in the performance of their jobs.
- 23 38. At all times mentioned herein, ROYAL OAK and/or DOES knew and/or should have known
24 that Plaintiff and the other Aggrieved Employees were entitled to be reimbursed for expenses
25 incurred in direct consequence of their duties.
- 26 39. Plaintiff brings this action on behalf of himself and all Aggrieved Employees defined as all
27 Defendant's non-exempt employees in California beginning one year prior to the date Plaintiff
28 sent notice to the LWDA.

1 40. Plaintiff reserves the right to amend or modify the definition of Aggrieved Employees with
2 respect to the issues or in any other way.

3 **FIRST CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the**
4 **PAGA for Failure to Pay Straight Time Wages (California Labor Code §2698 et. seq.).**

5 41. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
6 as if fully plead.

7 42. Defendant and/or DOES have had a continuous policy of not paying Plaintiff and the
8 Aggrieved Employees for all hours worked.

9 43. It is fundamental that an employer must pay its employees for the time worked. *California*
10 *Labor Code* section 222 prohibits the withholding on part of a wage. *California Labor Code*
11 section 223 prohibits the payment of less than a statutory or contractual wage scale. *California*
12 *Labor Code* sections 1194-1197.1 prohibit the payment of less than the minimum wage.
13 *California Labor Code* section 224 only permits deductions from wages when the employer is
14 required or empowered to do so by state or federal law or when the deduction is expressly
15 authorized in writing by the employee for specified purposes that do not in effect reduce the
16 agreed upon wage.

17 44. Section 1197.1 of the *California Labor Code* states “[a]ny employer or other person acting
18 individually as an officer, agent, or employee of another person, who pays or causes to be paid
19 to any employee a wage less than the minimum fixed by an applicable state or local law, or by
20 an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
21 damages payable to the employee, and any applicable penalties pursuant to Section 203.”

22 45. Plaintiff and those similarly situated Aggrieved Employees were employed by Defendant
23 and/or DOES at all relevant times. Defendant and/or DOES were required to compensate
24 Plaintiff for all hours worked and were prohibited from making deductions that had the effect
25 of reducing the agreed upon wage.

26 46. Defendant and/or DOES have a continuous policy of not paying Plaintiff and those similarly
27 situated Aggrieved Employees for all hours worked.

28 47. Defendant and/or DOES fail to pay Aggrieved Employees for the following hours worked:

pre-and post-shift work, work performed longer than the scheduled shift end time, and all other time during which Aggrieved Employees are subject to the control of ROYAL OAK and/or DOES and/or suffered or permitted to work during periods of time for which ROYAL OAK and/or DOES are not paying them.

48. Defendant and/or DOES only pay Plaintiff and the Aggrieved Employees for forty (40) hours per week regardless of the actual number of hours worked. Plaintiff's and the Aggrieved Employees' salary only covers forty (40) hours per week. Yet, Defendant and/or DOES require Plaintiff and the Aggrieved Employees to work additional hours for which their salary does not cover. For example, Plaintiff must work and is subject to work duties and/or Defendant's and/or DOES' compensable control from 4:00 a.m. to 4:00 p.m. As such, Plaintiff and the Aggrieved Employees are required to work hours for which they are not paid.

49. Further, Defendant and/or DOES have a continuous and consistent policy of failing to pay full wages to Plaintiff and the Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and the Aggrieved Employees when they worked through their meal periods, are not relieved of all work duties during their meal periods, are not allowed to leave the work location during meal periods, and/or when ROYAL OAK and/or DOES recorded a meal period for Plaintiff and the Aggrieved Employees when no meal period was taken. Specifically, Plaintiff and the Aggrieved Employees work through their meal periods to satisfy the demanding work duties imposed by ROYAL OAK and/or DOES, thereby denying them the right to be completely free from employer control under California law.

50. Defendant and/or DOES have a continuous and consistent policy of clocking-out Plaintiff and those similarly situated for a thirty (30) minute meal period and/or otherwise recording a meal period, even though Plaintiff and all members of the Class work through their meal periods. Thus, ROYAL OAK and/or DOES do not pay Plaintiff and the Aggrieved Employees for all time worked each and every day they work without a meal period and have time deducted.

51. Failing to pay for all hours worked while under Defendant's and/or DOES' control and/or while suffered or permitted to work has resulted in Plaintiff and the Aggrieved Employees being deprived of straight time wages.

1 52. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
2 unpaid wages, and lost interest on such wages, and expenses.

3 53. Plaintiff and the Aggrieved Employees were employed by Defendants and/or DOES at all
4 relevant times. Defendant and/or DOES were required to compensate Plaintiff and the
5 Aggrieved Employees for all hours worked and were prohibited from making deductions that
6 had the effect of reducing the agreed upon wage.

7 54. Defendant and/or DOES commit the acts alleged herein knowingly and willfully, with the
8 wrongful and deliberate intention of injuring Plaintiff and the Aggrieved Employees.
9 Defendant and/or DOES act with malice or in conscious disregard of Plaintiff's and the
10 Aggrieved Employees' rights.

11 55. These claims are on behalf of all non-exempt employees who worked for Defendant and/or
12 DOES in California.

13 56. Plaintiff, as a former "non-exempt" employee of Defendant and/or DOES who Defendant
14 and/or DOES fail to pay all wages, is an aggrieved employee with standing to bring an action
15 under the PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general
16 public to enforce California's labor laws, and the penalty provisions identified in *California*
17 *Labor Code* section 2699.5.

18 57. Plaintiff, as a representative of the people of the State of California, seeks any and all penalties
19 otherwise capable of being collected by the Labor Commission and/or the Department of Labor
20 Standards Enforcement ("DLSE"). This includes each of the following, as set forth in
21 *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any
22 alleged violation of the following provisions: sections 510, 1194, 1197, and 1199.

23 58. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
24 behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil
25 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
26 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
27 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
28 *California Labor Code* section 2699(f)(2).

59. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SECOND CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the PAGA for Failure to Pay All Overtime Wages Owed

60. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

61. *California Labor Code* section 510 states that 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 seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee.

62. *California Labor Code* section 510 dictates that any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.

63. Defendant and/or DOES fail to pay overtime when employees worked over eight (8) hours per day and when employees worked over forty (40) hours per week. Defendant and/or DOES fail to pay Plaintiff and the Aggrieved Employees for all hours worked, including hours worked over eight (8) hours in a day and forty (40) hours in a week.

64. Plaintiff and those similarly situated Aggrieved Employees were employed by ROYAL OAK and/or DOES at all relevant times. ROYAL OAK and/or DOES were required to compensate Plaintiff for all overtime hours worked and were prohibited from making deductions that had the effect of reducing the agreed upon wage.

65. Defendant and/or DOES have a continuous policy of not paying Plaintiff and the Aggrieved Employees for all hours worked.

- 1 66. ROYAL OAK and/or DOES fail to pay Aggrieved Employees for the following hours worked:
2 pre-and post-shift work, work performed longer than the scheduled shift end time, and all other
3 time during which Aggrieved Employees are subject to the control of ROYAL OAK and/or
4 DOES and/or suffered or permitted to work during periods of time for which ROYAL OAK
5 and/or DOES are not paying them.
- 6 67. Failing to pay for all hours worked while under ROYAL OAK's and/or DOES' control and/or
7 while suffered or permitted to work has resulted in Plaintiff and Aggrieved Employees being
8 deprived of overtime wages throughout the Relevant Time Period.
- 9 68. Defendant and/or DOES only pay Plaintiff and the Aggrieved Employees for forty (40) hours
10 per week regardless of the actual number of hours worked. Plaintiff's and the Aggrieved
11 Employees' salary only covers forty (40) hours per week. Yet, Defendant and/or DOES require
12 Plaintiff and the Aggrieved Employees to work additional hours for which their salary does
13 not cover. For example, Plaintiff must work and is subject to work duties and/or Defendant
14 and/or DOES' compensable control from 4:00 a.m. to 4:00 p.m. As such, Plaintiff and the
15 Aggrieved Employees are required to work hours for which they are not paid. In shifts where
16 Plaintiff and the Aggrieved Employees worked overtime, these unpaid wages should be paid
17 at an overtime rate.
- 18 69. Additionally, Defendant and/or DOES have had a continuous policy of not paying Plaintiff
19 and the Aggrieved Employees for all hours worked in that Defendant and/or DOES
20 continuously and consistently clocked Plaintiff and the Aggrieved Employees out for a thirty
21 (30) minute meal period and/or otherwise recorded a meal period and/or deducted time for a
22 meal period, even though Plaintiff and the Aggrieved Employees work through their meal
23 periods, are not relieved of all duties during meal periods, were not able to leave the work
24 location during meal periods, and/or were unable to take meal periods wherever they wanted.
25 Thus, Defendant and/or DOES shaves/steals earned wages from Plaintiff and the Aggrieved
26 Employees every day they work without a lawful meal period and have time deducted for a
27 meal period. When employees work over eight (8) hours in a day, these hours are owed at an
28 overtime rate.

1 70. Likewise, Plaintiff and the Aggrieved Employees are informed and believe and thereon allege
2 that Defendant and/or DOES breached the legal duty to pay full wages to Plaintiff and the
3 Aggrieved Employees by deducting a portion of the wages earned by Plaintiff and the
4 Aggrieved Employees when they worked through their meal periods, are not relieved of all
5 work duties during their meal periods, are not allowed to leave the work location during meal
6 periods, and/or when Defendant and/or DOES recorded a meal period for Plaintiff and the
7 Aggrieved Employees when no meal period was taken. Specifically, Plaintiff and the
8 Aggrieved Employees worked through their meal periods to satisfy their demanding work
9 duties imposed by Defendant and/or DOES, thereby denying them the right to be completely
10 free from employer control under California law. When employees work over eight (8) hours
11 in a day, these hours are owed at an overtime rate.

12 71. Plaintiff and the Aggrieved Employees have suffered, and continue to suffer, substantial
13 unpaid wages, and lost interest on such wages, and expenses.

14 72. These claims are on behalf of all non-exempt employees who worked for Defendant and/or
15 DOES in California.

16 73. Plaintiff, as a representative of the people of the State of California, will seek any and all
17 penalties otherwise capable of being collected by the Labor commission and/or the Department
18 of Labor Standards Enforcement (DLSE) for violations of *California Labor Code* section 510.

19 74. Plaintiff, as a representative of the people of the State of California, will seek all penalties
20 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
21 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
22 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
23 222, 223 and 510.

24 75. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
25 behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil
26 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
27 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
28 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per

1 *California Labor Code* section 2699(f)(2).

2 76. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
3 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
4 violations pursuant to this chapter or any provisions regulating hours and days of the week of
5 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
6 558(a)(2).

7 **THIRD CAUSE OF ACTION AGAINST DEFENDANT AND/DOES: Violation of the PAGA**
8 **for Failure to Provide Meal Periods (*California Labor Code* §2698 et. seq.).**

9 77. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein
10 as if fully plead.

11 78. Under *California Labor Code* section 512, and IWC Wage Order 5-2001(11), no employer
12 shall employ any person for a work period of more than five (5) hours without providing a
13 meal period of not less than thirty (30) minutes. During this meal period of not less than thirty
14 (30) minutes, the employee is to be completely free of the employer's control and must not
15 perform any work for the employer. If the employee does perform work for the employer
16 during the thirty (30) minute meal period, the employee has not been provided a meal period
17 in accordance with the law. Also, the employee is to be compensated for any work performed
18 during the thirty (30) minute meal period.

19 79. In addition, an employer may not employ an employee for a work period of more than ten (10)
20 hours per day without providing the employee with a second meal period of not less than thirty
21 (30) minutes.

22 80. Under *California Labor Code* section 226.7, if the employer does not provide an employee a
23 meal period in accordance with the above requirements, the employer shall pay the employee
24 one (1) hour of pay at the employee's regular rate of compensation for each workday that the
25 meal period is not provided.

26 81. Defendant and/or DOES breach the legal duty to provide meal periods to employees by failing
27 to provide employees with meal periods within the timeframes outlined by California law.
28 Specifically, Defendant and/or DOES fail to provide Plaintiff and the Aggrieved Employees

- 1 with meal periods within the first five continuous hours of work.
- 2 82. As such, Plaintiff and Aggrieved Employees were required to work over five (5) consecutive
3 hours at a time without being provided a duty-free thirty (30) minute uninterrupted meal period
4 within that time.
- 5 83. ROYAL OAK's and/or DOES' business model is such that Plaintiff and the Aggrieved
6 Employees were assigned too much work and insufficient help to be able to take meal periods.
7 Thus, Plaintiff and the Aggrieved Employees are not able to take meal periods.
- 8 84. Throughout the statutory period, ROYAL OAK and/or DOES had a pattern and practice of
9 assigning too much work to be completed in too short of time frames, resulting in Plaintiff and
10 those similarly situated not being able to take meal periods.
- 11 85. Alternatively, Plaintiff and the Aggrieved Employees were not relieved of all job duties and/or
12 employer control during meal periods.
- 13 86. Further, ROYAL OAK and/or DOES fail to keep records of when Plaintiff and the Aggrieved
14 Employees took meal periods.
- 15 87. Throughout the statutory period, ROYAL OAK and/or DOES valued productivity over
16 providing meal periods and, because of this, meal breaks were not priorities to ROYAL OAK
17 and/or DOES.
- 18 88. Because of ROYAL OAK and/or DOES demanding policies on completion times, Plaintiff
19 and those similarly situated felt that stopping work to exercise their rights to take meal periods
20 would sacrifice their jobs with ROYAL OAK and/or DOES.
- 21 89. Further, Defendant and/or DOES instituted a consistent policy/practice of not providing second
22 meal periods to Plaintiff and all Aggrieved Employees and/or providing compensation in lieu
23 thereof. Specifically, Plaintiff and the Aggrieved Employees are required to work shifts over
24 ten (10) hours long but never received second meal periods.
- 25 90. By failing to provide statutory first and/or second meal periods, and by failing to provide
26 compensation for unprovided meal periods, as alleged above, Defendant and/or DOES
27 willfully violated the provisions of the *California Labor Code* section 226.7 and 512.
- 28 91. These claims are on behalf of all non-exempt employees who worked for Defendant and/or

- DOES in California.
92. By failing to provide statutory first and/or second meal periods, and by failing to provide compensation for unprovided meal periods, as alleged above, Defendant and/or DOES willfully violate the provisions of *California Labor Code* sections 226.7 and 512, and IWC Wage Order No. 14-2001.
93. As a result of the unlawful acts of Defendant and/or DOES, Plaintiff and the Aggrieved Employees have been deprived of premium wages and/or other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest, attorneys' fees, and costs.
94. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of six (6) hours were required to work for periods longer than five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.
95. During the relevant time period, Plaintiff and the Aggrieved Employees who were scheduled to work for a period of time in excess of ten (10) hours and/or (12) hours, and who did not waive their legally-mandated meal periods by mutual consent were required to work in excess of ten (10) hours and/or twelve (12) hours without receiving a second uninterrupted meal period of not less than thirty (30) minutes.
96. During the relevant time period, Defendant and/or DOES fail to pay Plaintiff and the Aggrieved Employees all meal period premiums due pursuant to *California Labor Code* section 226.7.
97. These claims are on behalf of all non-exempt, hourly employees who worked for Defendant and/or DOES in California.
98. Defendant's and/or DOES' conduct violates applicable IWC Wage Order 5-2001 and *California Labor Code* sections 226.7 and 512(a).
99. Plaintiff, as a non-exempt employee who unlawfully was deprived of first and second meal periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section

2699.5.

100. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7 and 512.

101. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other aggrieved employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

102. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other aggrieved employees, seeks penalties pursuant to *California Labor Code* Section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FOURTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Provide Rest Periods (California Labor Code §2698 et. seq.).

103. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

104. Industrial Welfare Commission Order No. 14-2001 section 12(A) states “[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work week period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

105. At all times mentioned herein, Defendant and/or DOES fail to authorize and/or permit rest period time based upon the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.

- 1 106. Defendant and/or DOES have a consistent policy and/or practice of not providing duty free,
2 net-ten minute, paid rest periods to Plaintiff and all Aggrieved Employees and/or providing
3 compensation in lieu thereof.
- 4 107. In the alternative, ROYAL OAK's and/or DOES' business model was such that Aggrieved
5 Employees were assigned too much work that could not be reasonably completed within their
6 assigned shift, resulting in Aggrieved Employees routinely and regularly being forced to work
7 through their rest periods.
- 8 108. Throughout the statutory period, ROYAL OAK and/or DOES had a pattern and practice of
9 assigning too much work to be completed in too short of time frames, resulting in Plaintiff and
10 those similarly situated not to take rest periods.
- 11 109. Because of ROYAL OAK's and/or DOES' demanding policies on task completion times,
12 Plaintiff and those similarly situated felt that exercising their rights to take rest breaks would
13 sacrifice their jobs with ROYAL OAK and/or DOES.
- 14 110. By failing to provide rest periods for every four (4) hours or major fraction thereof worked per
15 day by Plaintiff and the Aggrieved Employees, and by failing to provide compensation for
16 these unprovided rest periods, as alleged above, Defendant and/or DOES willfully violate the
17 provisions of *California Labor Code* section 226.7.
- 18 111. These claims are on behalf of all non-exempt employees who worked for Defendant and/or
19 DOES in California.
- 20 112. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10) minute rest
21 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
22 has satisfied all prerequisites to serve as a representative of the general public to enforce
23 California's labor laws, and the penalty provisions identified in *California Labor Code* section
24 2699.5 for violations of *California Labor Code* section 226.7.
- 25 113. Plaintiff, as a non-exempt employee who was unlawfully deprived of paid ten (10)-minute rest
26 periods, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff
27 satisfied all prerequisites to serve as a representative of the general public to enforce
28 California's labor laws, and the penalty provisions identified in *California Labor Code* section

2699.5.

114. Plaintiff, as a representative of the people of the State of California, will seek all penalties otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 226.7.

115. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

116. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

FIFTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES:

117. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

118. Under California Code of Regulations, Title 8, section 3395(d)(1), “[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). Furthermore, “[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other.” *Id.*

119. “Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade

when they feel need to do so to protect themselves from overheating.” Cal. Code of Reg. Title 8, § 3395(d)(3). “Such access to shade shall be permitted at all times.” *Id.*

120. Defendant and/or DOES fail to permit access to shade and preventative cool down rest and/or recovery periods to Plaintiff and the Aggrieved Employees when the temperature reached eighty (80) degrees Fahrenheit. Specifically, Plaintiff and the Aggrieved Employees work in areas such as Kern County in California during the summer and autumn months, when temperatures frequently exceed eighty (80) degrees Fahrenheit. However, Defendant and/or DOES do not allow and encourage Plaintiff and the Aggrieved Employees to take preventative cool-down rest recovery periods in shaded areas when the applicable temperatures are reached. Thus, Defendant and/or DOES fail to permit, allow, or encourage Plaintiff and the Aggrieved Employees to take preventative cool down recovery periods in the shade to protect against overheating when the temperature exceeds eighty (80) degrees Fahrenheit.

121. Defendant and/or DOES fail to utilize any alternative procedures for providing access to shade or equivalent protection to Plaintiff and the Aggrieved Employees. Defendant and/or DOES fail to implement other cooling measures in lieu of shade at least as effective as shade in allowing employees to cool.

122. Because of Defendant’s and/or DOES’ demanding policies on task completion times, Plaintiff and those similarly situated felt that breaking to exercise their rights to take recovery period breaks would sacrifice their jobs with Defendant and/or DOES.

123. Throughout the statutory period, Defendant’s and/or DOES’ uniform policies and practices resulted in Plaintiff and the Aggrieved Employees not receiving recovery periods.

124. Throughout the statutory period, Defendant and/or DOES valued productivity over providing recovery periods and, because of this, recovery periods were not priorities to Defendant and/or DOES.

125. Throughout the statutory period, Defendant’s and/or DOES’ policies promoting productivity subjugated Plaintiff’s and those similarly situated’s rights to recovery periods.

126. Therefore, Defendant and/or DOES failed to provide preventative cool down rest and/or recovery periods to Plaintiff and the Aggrieved Employees in accordance with California Code

- 1 of Regulations, Title 8, section 3395.
- 2 127. By failing to provide recovery periods required by law, and by failing to provide compensation
3 for these unprovided recovery periods, as alleged above, Defendant and/or DOES willfully
4 violate the provisions of *California Labor Code* section 226.7.
- 5 128. These claims are on behalf of all non-exempt employees who worked for Defendant and/or
6 DOES in California.
- 7 129. Plaintiff, as a non-exempt employee who was unlawfully deprived of recovery periods, is an
8 aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied
9 all prerequisites to serve as a representative of the general public to enforce California's labor
10 laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for
11 violations of *California Labor Code* section 226.7.
- 12 130. Plaintiff, as a non-exempt employee who was unlawfully deprived of recovery periods, is an
13 aggrieved employee with standing to bring an action under the PAGA. Plaintiff satisfied all
14 prerequisites to serve as a representative of the general public to enforce California's labor
15 laws, and the penalty provisions identified in *California Labor Code* section 2699.5.
- 16 131. Plaintiff, as a representative of the people of the State of California, will seek all penalties
17 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
18 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
19 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
20 226.7.
- 21 132. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on
22 behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil
23 penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
24 initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars
25 (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per
26 *California Labor Code* section 2699(f)(2).
- 27 133. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
28 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for

violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

SIXTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Failure to Pay Wages Due at Termination and During Employment (California Labor Code §2698 et. seq.).

134. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

135. Defendant and/or DOES and/or their officers and/or managing agents willfully failed to pay, in a timely manner, wages owed to Plaintiff and the Aggrieved Employees who left Defendant's and/or DOES' employ or who were terminated.

136. Plaintiff and the Aggrieved Employees who ended their employment with Defendant and/or DOES during the last year were entitled to be promptly paid all lawful compensation, and other premiums, as required by *California Labor Code* sections 201 through 203.

137. At all relevant times, *California Labor Code* sections 201 and 202 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 no later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

138. During the relevant time period, Defendant and/or DOES intentionally and willfully fail to pay the Aggrieved Employees who are no longer employed by Defendant and/or DOES their wages, that were earned and unpaid, within seventy-two (72) hours of their leaving Defendant's and/or DOES' employ.

139. Whether Plaintiff voluntarily or involuntarily terminated his employment with Defendant ROYAL OAK and/or DOES, Defendant and/or DOES did not timely pay him all straight time wages owed at the time of his termination.

140. Whether Plaintiff voluntarily or involuntarily terminated his employment with Defendant

- 1 ROYAL OAK and/or DOES, Defendant and/or DOES did not timely pay him all overtime
2 wages owed at the time of his termination.
- 3 141. Whether Plaintiff voluntarily or involuntarily terminated his employment with Defendant
4 ROYAL OAK and/or DOES, Defendant and/or DOES did not timely pay him meal, rest,
5 and/or recovery period premiums owed at the time of his termination.
- 6 142. ROYAL OAK and/or DOES have had a continuous policy of not paying Plaintiff and those
7 similarly situated for all hours worked, as outlined herein. Specifically, Defendant and/or
8 DOES have had a consistent policy and/or practice of not paying Plaintiff and similarly situated
9 hourly, non-exempt employees for all of the hours they worked, including, but not limited to,
10 rounding, before “shifts” start, after “shifts” end, and/or any other time in the day when
11 Plaintiff and similarly situated hourly non-exempt employees were performing work tasks,
12 subject to the control of Defendant and/or DOES and/or otherwise had work duties but were
13 not paid by Defendant and/or DOES. Failing to pay for all hours worked while under
14 Defendant’s and/or DOES’ control and/or while suffered or permitted to work resulted in
15 hourly, non-exempt employees being deprived of straight time and/or overtime wages.
- 16 143. Additionally, Defendant and/or DOES fail to pay all meal, rest, and recovery period premiums
17 owed to Plaintiff and Aggrieved Employees.
- 18 144. Defendant’s and/or DOES’ failure to pay Plaintiff and the Aggrieved Employees who are no
19 longer employed by Defendant and/or DOES their wages, that were earned and unpaid, at the
20 time of termination or within seventy-two (72) hours of their leaving Defendant’s and/or
21 DOES’ employ, is in violation of *California Labor Code* sections 201 and 202.
- 22 145. *California Labor Code* section 203 provides that when an employer willfully fails to pay wages
23 owed, in accordance with *California Labor Code* sections 201 and 202, the wages of the
24 employee shall continue as a penalty from the due date thereof at the same rate until paid or
25 until and action is commenced; but the wages shall not continue for more than thirty (30) days.
- 26 146. Plaintiff, as a non-exempt employee who Defendant and/or DOES fail to pay all wages, failed
27 to provide a minimum statutory first and/or second meal periods, and failed to provide paid ten
28 (10) minute rest periods, is an aggrieved employee with standing to bring an action under the

PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5.

147. Plaintiff, as a representative of the people of the State of California, seeks all penalties otherwise capable of being collected by the Labor Commission and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in *California Labor Code* section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the following provisions: sections 201 through 203.

148. These claims are on behalf of all non-exempt employees who worked for Defendant and/or DOES in California.

149. Pursuant to *California Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation per *California Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period for each subsequent violation, per *California Labor Code* section 2699(f)(2).

150. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* section 558(a)(1) and 558(a)(2).

SEVENTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the PAGA for Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions (California Labor Code §2698 et. seq.).

151. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

152. *California Labor Code* section 226(a) requires Defendant and/or DOES to itemize in wage statements all deductions from payment of wages and to accurately report total hours worked

1 by Plaintiff and the Aggrieved Employees. *California Labor Code* section 226(a) requires
2 Defendant and/or DOES, at the time of each payment of wages, to “furnish each of her or her
3 employees, either as an detachable part of the check, draft, or voucher paying the employee’s
4 wages, or separately when wages are paid by personal check or cash, an accurate itemized
5 statement in writing showing (1) gross wages earned, (2) total hours worked by the
6 employee...(3) the number of piece-rate units earned and any applicable piece rate if the
7 employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
8 on written orders of the employee may be aggregated and shown as one item, (5) net wages
9 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of
10 the employee and only the last four digits of his or her social security number or an employee
11 identification number other than the social security number, (8) the name and address of the
12 legal entity that is the employer...(9) all applicable hourly rates in effect during the pay period
13 and the corresponding number of hours worked at each hourly rate and the corresponding
14 number of hours worked at each hourly rate by the employee....”

15 153. *California Labor Code* section 226, subdivision (a) also requires that “deductions made from
16 payment of wages shall be recorded in ink or other indelible form, properly dated, showing the
17 month, day and year, and a copy of the statement and the record of the deductions shall be kept
18 on file by the employer for at least three years at the place of employment or at a central
19 location within the State of California.”

20 154. In addition, *California Labor Code* section 204(b) requires that “all wages earned for labor in
21 excess of the normal work period shall be paid no later than the payday for the next regular
22 payroll period.” An employer complies with section 226(a) “if hours worked in excess of the
23 normal work period during the current pay period are itemized as corrections on the paystub
24 for the next regular pay period. Any corrections set out in the subsequently issued paystub shall
25 state the inclusive dates of the pay period for which the employer is correcting its initial report
26 of hours worked.”

27 155. Defendant and/or DOES have knowingly and intentionally failed to comply with *California*
28 *Labor Code* section 226(a) on each and every wage statement provided to Plaintiff and the

- 1 Aggrieved Employees.
- 2 156. In every pay period during the period of the relevant statute of limitations, Defendant and/or
3 DOES knowingly and intentionally did not include the gross and net wages earned on wage
4 statements. Defendant and/or DOES therefore knowingly and intentionally fail to itemize the
5 gross and net wages earned on Plaintiff's and the Aggrieved Employees' wage statements
6 throughout the relevant statute of limitations.
- 7 157. ROYAL OAK and/or DOES knowingly and intentionally did not include the total gross wages
8 earned on wage statements. ROYAL OAK and/or DOES therefore knowingly and intentionally
9 failed to itemize the total gross wages earned on Plaintiff's and the Aggrieved Employees'
10 wage statements.
- 11 158. In every pay period during the period of the relevant statute of limitations, Defendant and/or
12 DOES knowingly and intentionally did not itemize the total hours worked on wage statements
13 as *California Labor Code* section 226, subsection (a), requires. In every pay period during the
14 period of the relevant statute of limitations, Defendant and/or DOES knowingly and
15 intentionally did not include the total hours worked on wage statements. Defendant and/or
16 DOES therefore knowingly and intentionally failed to itemize the total hours worked on
17 Plaintiff's and the Aggrieved Employees' wage statements. Further, Plaintiff and the
18 Aggrieved Employees are unable to determine the total hours worked based on the data
19 provided on their wage statements.
- 20 159. In every pay period during the period of the relevant statute of limitations, Defendant and/or
21 DOES knowingly and intentionally did not itemize the total hours worked on wage statements
22 as *California Labor Code* section 226 (a), requires. In every pay period during the period of
23 the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did
24 not include the total hours worked on wage statements and failed to include this information
25 accurately. Defendant and/or DOES therefore knowingly and intentionally fail to itemize the
26 total hours worked on Plaintiff's and the Aggrieved Employees' wage statements.
- 27 160. In every pay period during the period of the relevant statute of limitations, Defendant and/or
28 DOES knowingly and intentionally did not itemize the total hours worked on wage statements

as *California Labor Code* section 226 (a), requires. As discussed herein, Defendant and/or DOES have had a consistent policy and/or practice of not paying Plaintiff and similarly situated hourly, non-exempt employees for all of the hours they worked, including, but not limited to, rounding, before “shifts” start, after “shifts” end, and/or any other time in the day when Plaintiff and similarly situated hourly non-exempt employees were performing work tasks, subject to the control of Defendant and/or DOES and/or otherwise had work duties but were not paid by Defendant and/or DOES. Thus, Plaintiff and the Aggrieved Employees are owed wages for the unpaid time during which they are subject to Defendant’s and/or DOES’ control and/or during which they are not free from all work duties. As Defendant and/or DOES knew or had reason to know Plaintiff and the Aggrieved Employees were owed compensation for this time, Defendant and/or DOES knowingly and intentionally failed to comply with *California Labor Code* Section 226, subdivision (a).

161. In every pay period during the period of the relevant statute of limitations, Defendant and/or DOES knowingly and intentionally did not include all meal, rest, and recovery period premiums owed on wage statements. Defendant and/or DOES therefore knowingly and intentionally fail to itemize all meal, rest, and recovery period premiums owed on Plaintiff’s and the Aggrieved Employees’ wage statements throughout the relevant statute of limitations.

162. In addition, Defendant and/or DOES fail to include all overtime hours worked by Plaintiff and the Aggrieved Employees on wage statements and itemize those overtime hours at the proper regular rate.

163. ROYAL OAK and/or DOES also fails to provide employees with written notice that sets forth the amount of sick leave available for use, either in employees’ itemized wage statements or in a separate writing provided to employees on the designated pay date.

164. ROYAL OAK and/or DOES also fails to provide employees with written notice that sets forth the amount of sick leave available for use, either in employees’ itemized wage statements or in a separate writing provided to employees on the designated pay date.

165. Throughout the statutory period, because of the knowing and intentional failure by Defendant and/or DOES to comply with itemized employee wage statement provisions, Plaintiff and the

1 Aggrieved Employees have been able to reconstruct only a reasonable estimate of the hours
2 worked and have, therefore, not received full compensation.

3 166. These claims are on behalf of all non-exempt employees who worked for Defendant and/or
4 DOES in California.

5 167. Plaintiff, as a non-exempt employee who Defendant and/or DOES fail to provide accurate and
6 itemized wage statements, is an aggrieved employee with standing to bring an action under the
7 PAGA. Plaintiff satisfied all prerequisites to serve as a representative of the general public to
8 enforce California's labor laws, and the penalty provisions identified in *California Labor Code*
9 section 2699.5.

10 168. Plaintiff, as a representative of the people of the State of California, will seek all penalties
11 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
12 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
13 that section 2699.3(a) applies to any alleged violation of the following provisions: sections
14 226, 1174, 1199.

15 169. Pursuant to Labor Code section 2699(f), Plaintiff, as an aggrieved employee, on behalf of
16 himself and the other Aggrieved Employees, seeks recovery of applicable civil penalties: one
17 hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the initial violation
18 per Labor Code section 2699(f)(2) and two hundred dollars (\$200.00) for each Aggrieved
19 Employee per pay period for each subsequent violation, per *California Labor Code* section
20 2699(f)(2).

21 170. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other
22 Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for
23 violations pursuant to this chapter or any provisions regulating hours and days of the week of
24 the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and
25 558(a)(2).

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EIGHTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failure to Adopt a Compliant Sick Pay/Paid Time Off Policy and Failure to Provide Written Notice Setting Forth the Amount of Sick Leave Available (California Labor Code §2698 et. seq.).

171. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

172. Section 246(a)(1) of the *California Labor Code* states: “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.”

173. *California Labor Code* section 246, subdivision (b)(1), provides, in pertinent part, “an employee shall accrue paid sick days at the rate of not less than one hour per every thirty (30) hours worked, beginning at the commencement of employment or the operative date of this article, whichever is later.”

174. *California Labor Code* section 246(k) provides that, “[a]n employee may determine how much paid sick leave they need to use, provided that an employer may set a reasonable minimum increment, not to exceed two hours, for the use of paid sick leave.”

175. Section 246(c) of the Labor Code states: “An employee shall be entitled to use accrued paid sick days beginning on the 90th day of employment, after which day the employee may use paid sick days as they are accrued.”

176. Section 233(c) of the *California Labor Code* states: “An employer shall not deny an employee the right to use sick leave or discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using, or attempting to exercise the right to use, sick leave to attend to an illness or the preventive care of a family member, or for any other reason specified in subdivision (a) of Section 246.5.”

177. Section 233(d) of the *California Labor Code* provides relief for violations of this section, stating that “[a]ny employee aggrieved by a violation of this section shall be entitled to reinstatement and actual damages or one day’s pay, whichever is greater, and to appropriate equitable relief.”

1 178. Section 234 of the *California Labor Code* further forbids employers from adopting an “absence
2 control policy that counts sick leave taken pursuant to Section 233 as an absence that may lead
3 to or result in discipline, discharge, demotion, or suspension is a per se violation of Section
4 233. An employee working under this policy is entitled to appropriate legal and equitable relief
5 pursuant to Section 233.”

6 179. ROYAL OAK and/or DOES operate under an absence control policy that counts sick leave
7 taken pursuant to Section 233 as an unauthorized absence that may result in discipline,
8 discharge, demotion, or termination. Thus, ROYAL OAK and/or DOES’ sick pay policy
9 punishes Plaintiff and Aggrieved Employees by way of suspension and/or termination for use
10 of protected and appropriate sick leave. Plaintiff and the Aggrieved Employees are entitled to
11 actual damages or one day’s pay pursuant to Labor Code Section 233(d).

12 180. Further, ROYAL OAK’s and/or DOES’ sick pay policy fails to pay sick pay for all appropriate
13 and protected purposes enumerated in Labor Code section 233, 234, and 246.

14 181. Section 246(i) of the California Labor Code states, “[a]n employer shall provide an employee
15 with written notice that sets forth the amount of sick leave available, or paid time off an
16 employer provides in lieu of sick leave, for use on either the employee’s itemized wage
17 statement described in Section 226 or in a separate writing provided on the designated pay date
18 with the employee’s payment of wages.”

19 182. ROYAL OAK and/or DOES fail to itemize sick leave available, or paid time off an employer
20 provides in lieu of sick leave, for us on Plaintiff’s and the Aggrieved Employees’ itemized
21 wage statements or in a separate writing provided on the designated pay date with the
22 employee’s payment of wages.

23 183. ROYAL OAK’s and/or DOES’ sick pay policy fails to pay sick pay for all appropriate and
24 protected purposes enumerated in Labor Code sections 233, 234, 246, and 246.5, and ROYAL
25 OAK and/or DOES fail to itemize the amount of accrued/available sick leave employees have
26 on wage statements each pay period.

27 184. As a result of the unlawful acts of ROYAL OAK and/or DOES, Plaintiff and the Aggrieved
28 Employees he seeks to represent have been incurred damages, in amounts to be determined at

trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 233(e).

185. These claims are on behalf of all non- non-exempt employees who worked for Defendant and/or DOES in California.

186. Plaintiff, as a non-exempt employee who was subject to Defendant's and/or DOES' unlawful sick pay/paid time off policy, is an aggrieved employee with standing to bring an action under the PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in *California Labor Code* section 2699.5 for violations of the *California Labor Code* sections 233, 234, 246, and 246.5.

187. In the alternative, Plaintiff, as an aggrieved employee, on behalf of himself and other Aggrieved Employees, seeks penalties pursuant to *California Labor Code* section 558 for violations pursuant to this chapter or any provisions regulating hours and days of the week of the Industrial Welfare Commission under *California Labor Code* sections 558(a)(1) and 558(a)(2).

NINTH CAUSE OF ACTION AGAINST DEFENDANT AND/OR DOES: Violation of the Private Attorneys General Act of 2004 (PAGA) for Failing to Reimburse Employees for Business Expenses (California Labor Code §2698 et. seq.)

188. Plaintiff re-alleges and hereby incorporates each and every paragraph of this Complaint herein as if fully plead.

189. Section 2802(a) of the *California Labor Code* requires "[a]n employer [to] 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."

190. Plaintiff and the aggrieved employees incurred expenses in the discharge of their duties without receiving reimbursement from Defendant and/or DOES.

191. ROYAL OAK and/or DOES fail to reimburse Mr. Valencia and Aggrieved Employees for all necessary expenses incurred in the performance of their jobs including, but not limited to, the purchase of tools for use in performing Plaintiff's and Aggrieved Employees' job duties. These

1 expenses include, but are not limited to, to use of their personal cell phones. ROYAL OAK
2 and/or DOES would call Plaintiff and the Aggrieved Employees on their personal cell phones
3 for work related purposes.

4 192. *California Labor Code* section 2802(a) entitles Plaintiff and the aggrieved employees to
5 reimbursement for said necessary expenditures, plus interest and expenses.

6 193. These claims are on behalf of all non-exempt employees who worked for Defendant and/or
7 DOES in California.

8 194. Plaintiff, as a non-exempt employee who incurred business expenses which Defendant and/or
9 DOES fail to reimburse, is an aggrieved employee with standing to bring an action under the
10 PAGA. Plaintiff has satisfied all prerequisites to serve as a representative of the general public
11 to enforce California's labor laws, and the penalty provisions identified in *California Labor*
12 *Code* section 2699.5.

13 195. Plaintiff, as a representative of the people of the State of California, seeks all penalties
14 otherwise capable of being collected by the Labor Commission and/or the DLSE. This includes
15 each of the following, as set forth in *California Labor Code* section 2699.5, which provides
16 that section 2699.3(a) applies to any alleged violation of the following provisions: for
17 violations of the *California Labor Code* section 2802.

18 196. Pursuant to *Labor Code* section 2699(f), Plaintiff, as an aggrieved employee, on behalf of
19 herself and the other aggrieved employees, seeks recovery of applicable civil penalties: one
20 hundred dollars (\$100.00) for each aggrieved employee per pay period for the initial violation
21 per *Labor Code* section 2699(f)(2) and two hundred dollars (\$200.00) for each aggrieved
22 employee per pay period for each subsequent violation, per *Labor Code* section 2699(f)(2).

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees, prays
25 for relief and judgment against Defendant and/or DOES, jointly and severally, as follows:

26 A. For penalties as provided under *California Labor Code* sections 558(a)(1) and 558(a)(2).

27 B. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
28 2699, et. seq. for failure to provide compliant meal periods;

- 1 C. For all statutory penalties for each pay period during which an employee was underpaid due to
2 failure to provide compliant meal periods;
- 3 D. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
4 2699, et. seq. for failure to provide all rest periods;
- 5 E. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
6 2699, et. seq. for failure to provide all recovery periods;
- 7 F. For all statutory penalties provided under *California Labor Code* for each pay period during
8 which an employee was underpaid due to failure to provide paid rest periods;
- 9 G. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
10 2699, et. seq. for failure to timely pay wages at separation;
- 11 H. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
12 2699, et. seq. for failure to provide compensation at the regular and overtime rate for all time
13 worked;
- 14 I. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
15 2699, et. seq. for failure to provide compensation at the minimum wage;
- 16 J. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
17 2699, et. seq. for failure to provide accurate, itemized wage statements;
- 18 K. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
19 2699, et. seq. for failure to adopt a lawful sick pay policy;
- 20 L. For penalties as provided, per each violation, by the PAGA, *California Labor Code* section
21 2699, et. seq. for failure to reimburse business expenses; and
- 22 M. For reasonable attorneys' fees and costs under the PAGA, *California Labor Code* section
23 2699(g)(1).

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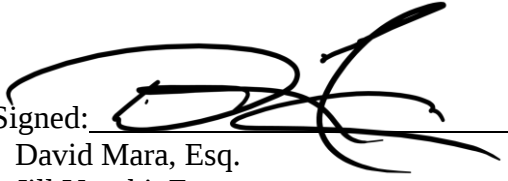
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DEMAND FOR JURY TRIAL

Plaintiff demands a jury trial as to liability.

MARA LAW FIRM, PC

Date: January 17, 2025

Signed: 
David Mara, Esq.
Jill Vecchi, Esq.
Attorneys for Plaintiff CUAUHEMOC
VALENCIA, on behalf of himself and all
others similarly situated, and on behalf of the
general public