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Attorneys for Plaintiff, THELMA GARCIA,
as an aggrieved employee, and on behalf of all other
aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

THELMA GARCIA, as an aggrieved
employee, and on behalf of all other aggrieved
employees under the Labor Code Private
Attorneys' General Act of 2004,

Plaintiff,

v.

GT'S LIVING FOODS, LLC, a Delaware
limited liability company; MILLENNIUM
PRODUCTS, LLC, a California limited
liability company; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: **25STCV05302**

REPRESENTATIVE ACTION

**COMPLAINT UNDER THE LABOR
CODE PRIVATE ATTORNEYS'
GENERAL ACT OF 2004 FOR CIVIL
PENALTIES UNDER LABOR CODE
SECTIONS 210, 226.3, 558, 1174.5, 1197.1
and 2699**

DEMAND FOR JURY TRIAL

[Amount in Controversy Greater Than
\$35,000.00]

COMES NOW plaintiff THELMA GARCIA (“Plaintiff”), as an aggrieved employee, and on behalf of all other aggrieved employees under the Labor Code Private Attorneys’ General Act of 2004, and alleges as follows:

JURISDICTION AND VENUE

1. This is a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”), GT’s LIVING FOODS, LLC, (“GTLF”), MILLENNIUM PRODUCTS, LLC, (“Millennium”), and any of their respective subsidiaries or affiliated companies within the State of California, (GTLF and Millenium, collectively with their respective subsidiaries or affiliated companies within the State of California, and DOES 1 through 100, as further defined below, are collectively hereinafter referred to as “Defendants”), as a proxy of the Labor and Workforce Development Agency of the State of California (“LWDA”), on behalf of Plaintiff and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 6400, *et seq.*, Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, “Aggrieved Employees”).

2. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

3. Venue is proper in Los Angeles County, California pursuant to Code of Civil Procedure sections 392, *et seq.* because, among other things, Los Angeles County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which performance of the employment contract, or part of it, between Plaintiff and Defendants was due to be performed; the county in which the employment contract, or part of it, between Plaintiff and Defendants was actually performed; and the county in which Defendants, or some of them, reside or do business. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiff and Aggrieved Employees in Los Angeles County, and because Defendants

1 employ numerous Aggrieved Employees in Los Angeles County.

2 4. Plaintiff is informed and believes and based thereon alleges that, pursuant to
3 California Code of Civil Procedure section 395.5, Venue is proper in this judicial district and the
4 County of Los Angeles because Defendants transact business within this judicial district and conduct
5 alleged by Plaintiff herein occurred in this judicial district. (*See also Crestwood Behavioral Health,*
6 *Inc. v. Superior Court* (2021) 60 Cal.App.5th 1069 [venue in a PAGA action is proper in any county
7 where the defendants committed Labor Code violations against some of its employees].)

8 5. Plaintiff is an “aggrieved employee” under PAGA, as Plaintiff was employed by
9 Defendants during the applicable statutory period and suffered one or more of the Labor Code
10 violations set forth herein. Accordingly, Plaintiff seeks to recover civil penalties, as the term “civil
11 penalty” is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under the Labor Code
12 Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* (“PAGA”) plus
13 reasonable attorneys’ fees and costs, for Plaintiff and all other aggrieved current and former
14 employees of Defendants during the Civil Penalty Period.

15 6. Specifically, Plaintiff seeks to recover PAGA civil penalties through a representative
16 action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v.*
17 *Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the
18 PAGA allegations described herein is not required.

19 7. During the period beginning one (1) year preceding the provision of notice to the
20 LWDA regarding the herein-described Labor Code violations (the “Civil Penalty Period”),
21 Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 201.3, 202, 203, 204, 210,
22 221, 223, 226, 226.3, 226.7, 232, 232.5, 432, 432.3, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5,
23 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, 2810.5 and 6400, *et seq.*, among
24 others.

25 8. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees
26 such as Plaintiff, on behalf of Plaintiff and all other aggrieved current and former employees within
27 the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures
28 specified in Labor Code section 2699.3.

9. On or around December 19, 2024, Plaintiff provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

10. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the December 19, 2024 postmarked date of the herein-described notice sent by Plaintiff to the LWDA and Defendants.

PAGA REPRESENTATIVE ALLEGATIONS

11. At all relevant times mentioned herein, Defendants had and have a policy or practice of failing to pay overtime wages to Plaintiff and other Aggrieved Employees in the State of California in violation of California state wage and hour laws as a result of, without limitation, Plaintiff and other Aggrieved Employees working over eight (8) hours per day, forty (40) hours per week, and/or seven (7) straight workdays in a workweek without paying them proper overtime wages, as a result of, without limitation, failing to accurately track and/or pay for all minutes and hours actually worked at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock, including, without limitation, by requiring Plaintiff and other Aggrieved Employees: to come early to work without being able to clock in for all that time; to make or respond to telephone calls and/or text messages off the clock; to clock out for meal periods and continue working; to don and doff uniforms and/or equipment off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, meal allowances, and other forms of remuneration into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; editing and/or manipulation of time entries all to the detriment of Plaintiff and other Aggrieved Employees.

12. At all relevant times mentioned herein, Defendants had and have a practice or policy of failing to compensate Plaintiff and other Aggrieved Employees with minimum wages for all hours worked or otherwise under Defendants' control as a result of, without limitation, failing to

1 accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that
2 is above the minimum wage; engaging, suffering, or permitting employees to work off the clock;
3 requiring Plaintiff and other Aggrieved Employees: to come early to work without being able to
4 clock in for all that time; to make or respond to telephone calls and/or text messages off the clock;
5 to clock out for meal periods and continue working; to don and doff uniforms and/or equipment off
6 the clock; editing and/or manipulation of time entries to show less hours than actually worked;
7 failing to pay split shift premiums; and failing to pay reporting time pay all to the detriment of
8 Plaintiff and other Aggrieved Employees.

9 13. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of failing to provide Plaintiff and other Aggrieved Employees a full, timely thirty (30) minute
11 uninterrupted meal period for days on which they worked more than five (5) hours in a work day
12 and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess
13 of ten (10) hours in a work day, including, without limitation: by interrupting meal periods; not
14 providing timely meal periods; failing to provide meal periods altogether; providing short meal
15 periods; otherwise requiring on-duty/on-call meal periods, which in turn prevented employees from
16 leaving the premises for meal periods; auto-deducting meal periods that could not be auto-deducted
17 by law or during which employees worked; and failing to provide compensation for such unprovided
18 meal periods as required by California wage and hour laws.

19 14. At all relevant times mentioned herein, Defendants had and have a policy or practice
20 of failing to authorize and permit Plaintiff and other Aggrieved Employees to take rest periods of at
21 least ten (10) minutes per four (4) hours worked or major fraction thereof, and failing to provide
22 compensation for such unprovided rest periods as required by California wage and hour laws.

23 15. At all relevant times mentioned herein, Defendants had and have a policy or practice
24 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages owed
25 to them upon termination and/or resignation as required by Labor Code sections 201 and 202,
26 including for, without limitation, failing to pay overtime wages, minimum wages, and premium
27 wages.

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1 16. At all relevant times mentioned herein, Defendants had and have a policy or practice
2 of failing to provide Plaintiff and other Aggrieved Employees the full amount of their wages for
3 labor performed in a timely fashion as required under Labor Code section 204.

4 17. At all relevant times mentioned herein, Defendants had and have a policy or practice
5 of failing to provide Plaintiff and other Aggrieved Employees with itemized wage statements that
6 accurately reflect gross wages earned; total hours worked; net wages earned; all applicable hourly
7 rates in effect during the pay period and the corresponding number of hours worked at each hourly
8 rate; and other such information as required by Labor Code section 226, subdivision (a). As a result
9 thereof, Defendants have, on occasion, further failed to furnish employees with an accurate
10 calculation of gross and gross wages earned, as well as gross and net wages paid.

11 18. At all relevant times mentioned herein, Defendants had and have a policy or practice
12 of failing to indemnify Plaintiff and other Aggrieved Employees for the costs incurred in laundering
13 mandatory work uniforms, in direct consequence of the discharge of their duties, or of their
14 obedience to the directions of Defendants, as required by Labor Code section 2802, and other
15 statutory and common law offenses.

16 19. At all relevant times mentioned herein, Defendants had and have a policy or practice
17 of failing to comply with Labor Code section 226, subdivision (a) by failing to keep adequate or
18 accurate time records including wage statements and similar payroll documents under Labor Code
19 section 226, intentionally failing to furnish Plaintiff and other Aggrieved Employees with
20 documents signed to obtain or hold employment under Labor Code section 432, personnel records
21 under Labor Code section 1198.5, and time records under Labor Code section 1174, making it
22 difficult for Plaintiff and other Aggrieved Employees to calculate their unpaid wages and/or
23 premium payments, to the detriment of Plaintiff and other Aggrieved Employees.

24 20. At all relevant times mentioned herein, Defendants had and have a policy or practice
25 of failing to timely pay Plaintiff and other Aggrieved Employees, among other wages, all wages
26 owed as a result of Defendants' practice or policy of failing to pay, among other wages, overtime
27 wages, minimum wages, premium wages, paid time off and vacation time owed as required by Labor
28 Code sections 201, 202, and 203.

1 21. At all relevant times mentioned herein, Defendants have had a policy or practice of
2 failing to pay Plaintiff and Aggrieved Employees their wages in accordance with Labor Code
3 Section 204, which requires that: “[l]abor performed between the 1st and 15th days, inclusive, of
4 any calendar month shall be paid for between the 16th and 26th day of the month during which the
5 labor was performed, and labor performed between the 16th and the last day, inclusive of any
6 calendar month, shall be paid for between the 1st and 10th day of the following month” and for
7 payroll periods such as those that are weekly, biweekly, or semimonthly, wages must be paid within
8 seven (7) calendar days following the close of the payroll period in which wages were earned.

9 22. At all relevant times mentioned herein, Defendants had and have a policy or practice
10 of preventing Plaintiff and/or Aggrieved Employees from using or disclosing the skills, knowledge
11 and experience they obtained at Defendants for purposes of competing with Defendants, including,
12 without limitation, preventing Employees from disclosing their wages in negotiating a new job with
13 a prospective employer, and from disclosing who else works at Defendants and under what
14 circumstances that they might be receptive to an offer from a rival employer. Plaintiff is informed
15 and believes that this policy and/or practice violates Business and Professions Code sections 17200,
16 16600 and 16700, and, by virtue thereof, various provisions of the Labor Code, including Labor
17 Code sections 232, 232.5, and 1197.5, subdivision (k).

18 23. Defendants had and have a policy or practice of preventing Plaintiff and/or other
19 Aggrieved Employees from disclosing violations of state and federal law, either within Defendants
20 to their managers or outside to private attorneys or government officials, among others, in violation
21 of Business and Professions Code section 17200, and, thus, in violation of Labor Code section
22 1102.5. In addition, Plaintiff is informed and believes that Defendants’ herein-described policies
23 and/or practices prevent Plaintiff and/or other Aggrieved Employees from disclosing information
24 about unsafe or discriminatory working conditions, or about wage and hour violations in violation
25 of Labor Code section 232 and 232.5.

26 24. Defendants had and have a policy or practice of preventing Plaintiff and/or other
27 Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state
28 statutes entitling employees to disclose wages, working conditions, and illegal conduct, including,

1 without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5,
2 subdivision (k). Plaintiff is informed and believes that this lawful conduct includes the exercise of
3 Plaintiff's and/or other Aggrieved Employee's constitutional rights of freedom of speech and
4 economic liberty.

5 25. Defendants had and have a policy or practice of relying on the salary history
6 information of an applicant for employment as a factor in determining whether to offer employment
7 to an applicant or what salary to offer the applicant in violation of Labor Code section 432.3 by
8 including, on Defendants' application for employment, an inquiry regarding current and/or former
9 salary history information, including, without limitation, compensation and benefits of the applicant
10 for employment. As such, Plaintiff is informed and believes, and based thereon alleges, that
11 Defendants violated, without limitation, Labor Code section 432.3.

12 26. Plaintiff, in Plaintiff's representative capacity, seeks civil penalties under Labor
13 Code sections 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699 for the herein-described acts, which
14 violate the California Labor Code as described above, including on behalf of Plaintiff and other
15 Aggrieved Employees pursuant to PAGA.

16 **PARTIES**

17 **A. Plaintiff**

18 27. Plaintiff is a resident of the State of California. At all relevant times herein, Plaintiff
19 is informed and believes, and based thereon alleges, that Defendants employed Plaintiff as a non-
20 exempt employee, with duties that included, but were not limited to, tasting coconut and coconut
21 water. Plaintiff is informed and believes, and based thereon alleges, that Plaintiff worked for
22 Defendant from approximately January of 2020 through approximately February of 2024.

23 **B. Defendants**

24 28. Plaintiff is informed and believes and based thereon alleges that defendant GTLF is,
25 and at all times relevant hereto was, a limited liability company organized and existing under and
26 by virtue of the laws of the State of Delaware. Plaintiff is further informed and believes, and based
27 thereon alleges, that GTLF is, and at all times relevant hereto was, authorized to and operating and
28 doing business in the County of Los Angeles, State of California with members and managers

1 domiciled in and citizens of the State of California. At all relevant times herein, defendant GTLF
2 employed Plaintiff and other Aggrieved Employees in the State of California.

3 29. Plaintiff is informed and believes and based thereon alleges that defendant
4 Millennium is, and at all times relevant hereto was, a limited liability company organized and
5 existing under and by virtue of the laws of the State of California. Plaintiff is further informed and
6 believes, and based thereon alleges, that defendant Millennium is authorized to, and does in fact,
7 operate and do business in the County of Los Angeles, State of California.

8 30. Plaintiff is informed and believes and based thereon alleges that defendants GTLF
9 and Millennium are, and at all times relevant hereto were, “person(s)” as defined in Labor Code
10 section 17 and Cal. Bus. & Prof. Code § 17201.

11 31. The true names and capacities, whether individual, corporate, associate, or otherwise,
12 of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiff,
13 who therefore sues defendants by such fictitious names under Code of Civil Procedure section 474.
14 Plaintiff is informed and believes and based thereon alleges that each of the defendants designated
15 herein as DOE is legally responsible in some manner for the unlawful acts referred to herein.
16 Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of
17 the defendants designated hereinafter as DOES when such identities become known. Plaintiff is
18 informed and believes, and based thereon alleges, that each defendant acted in all respects pertinent
19 to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or
20 policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the
21 other defendants. Whenever, heretofore or hereinafter, reference is made to “Defendants,” it shall
22 include GTLF, Millennium, and any of their parent, subsidiary, or affiliated companies within the
23 State of California, as well as DOES 1 through 100 identified herein.

24 **JOINT LIABILITY ALLEGATIONS**

25 32. Plaintiff is informed and believes, and based thereon alleges, that at all times
26 mentioned herein, each of the Defendants was the agent, principal, employee, employer,
27 representative, joint venture or co-conspirator of each of the other defendants, either actually or
28 ostensibly, and in doing the things alleged herein acted within the course and scope of such agency,

1 employment, joint venture, and conspiracy.

2 33. All of the acts and conduct described herein of each and every corporate and limited
3 liability company defendant was duly authorized, ordered, and directed by the respective and
4 collective defendant corporate and limited liability company employers, and the officers, members
5 and management-level employees of said corporate and limited liability company employers. In
6 addition thereto, said corporate and limited liability company employers participated in the
7 aforementioned acts and conduct of their said employees, agents, and representatives, and each of
8 them; and upon completion of the aforesaid acts and conduct of said corporate and limited liability
9 company employees, agents, and representatives, the defendant corporation and limited liability
10 company respectively and collectively ratified, accepted the benefits of, condoned, lauded,
11 acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the
12 aforementioned corporate and limited liability company employees, agents and representatives.

13 34. Plaintiff is informed and believes, and based thereon allege, that there exists such a
14 unity of interest and ownership between Defendants, and each of them, that their individuality and
15 separateness have ceased to exist.

16 35. Plaintiff is informed and believes, and based thereon alleges that despite the
17 formation of the purported corporate and/or limited entity existence of GTLF, Millennium, and
18 DOES 1 through 50, inclusive (the "Alter Ego Defendants"), they, and each of them, are one and
19 the same with DOES 51 through 100 ("Individual Defendants"), and each of them, due to, but not
20 limited to, the following reasons:

21 A. The Alter Ego Defendants are completely dominated and controlled by the Individual
22 Defendants who personally committed the wrongful and illegal acts and violated the
23 laws as set forth in this Complaint, and who have hidden and currently hide behind
24 the Alter Ego Defendants to perpetrate frauds, circumvent statutes, or accomplish
25 some other wrongful or inequitable purpose;

26 B. The Individual Defendants derive actual and significant monetary benefits by and
27 through the Alter Ego Defendants' unlawful conduct, and by using the Alter Ego
28 Defendants as the funding source for the Individual Defendants' own personal

1 expenditures;

2 C. Plaintiff is informed and believes and thereon alleges that the Individual Defendants
3 and the Alter Ego Defendants, while really one and the same, were segregated to
4 appear as though separate and distinct for purposes of perpetrating a fraud,
5 circumventing a statute, or accomplishing some other wrongful or inequitable
6 purpose;

7 D. Plaintiff is informed and believes and thereon alleges that the business affairs of the
8 Individual Defendants and the Alter Ego Defendants are, and at all relevant times
9 mentioned herein were, so mixed and intermingled that the same cannot reasonably
10 be segregated, and the same are inextricable confusion. The Alter Ego Defendants
11 are, and at all relevant times mentioned herein were, used by the Individual
12 Defendants as mere shells and conduits for the conduct of certain of their, and each
13 of their affairs. The Alter Ego Defendants are, and at all relevant times mentioned
14 herein were, the alter egos of the Individual Defendants;

15 E. The recognition of the separate existence of the Individual Defendants and the Alter
16 Ego Defendants would promote injustice insofar that it would permit defendants to
17 insulate themselves from liability to Plaintiff and Aggrieved Employees for
18 violations of the Civil Code, Labor Code, and other statutory violations. The
19 corporate and/or limited liability existence of these defendants should thus be
20 disregarded in equity and for the ends of justice because such disregard is necessary
21 to avoid fraud and injustice to Plaintiff and Aggrieved Employees herein;

22 F. Accordingly, the Alter Ego Defendants constitute the alter ego of the Individual
23 Defendants (and vice versa), and the fiction of their separate corporate existence must
24 be disregarded;

25 36. As a result of the aforementioned facts, among others, Plaintiff is informed and
26 believes, and based thereon alleges, that the Individual Defendants, the Alter Ego Defendants, and
27 each of them, are joint employers by virtue of a joint enterprise, and that Plaintiff was an employee
28 of the Alter Ego Defendants and the Individual Defendants. Plaintiff performed services for each

1 and every defendant, and to the mutual benefit of all defendants, and all defendants shared control
2 of Plaintiff, either directly or indirectly, and in the manner in which defendants' business was and
3 is conducted.

4 **FIRST CAUSE OF ACTION**

5 **(Violation of PAGA – Against All Defendants)**

6 37. Plaintiff re-alleges each and every allegation set forth in the preceding paragraphs
7 and incorporates each by reference as though fully set forth hereat.

8 **Civil Penalties Under Labor Code § 210**

9 38. At all relevant times herein, Labor Code section 204, requires and required that:
10 “[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
11 between the 16th and 26th day of the month during which the labor was performed, and labor
12 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
13 between the 1st and 10th day of the following month” and for payroll periods such as those that are
14 weekly, biweekly, or semimonthly, wages must be paid within seven (7) calendar days following
15 the close of the payroll period in which wages were earned.

16 39. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated
17 that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this
18 article, every person who fails to pay the wages of each employee as provided in Sections 201.3,
19 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any
20 initial violation, one hundred dollars (\$100) for each failure to pay each employee” and “(2) For
21 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
22 each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.”

23 40. At all relevant times herein, Defendants have had a consistent policy or practice of
24 failing to pay Plaintiff and/or Aggrieved Employees during their employment on a timely basis as
25 per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiff and other
26 Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor
27 Code section 204, in the amount of one hundred dollars (\$100) for each Aggrieved Employee for
28 each initial violation per employee, and two hundred dollars (\$200) for each Aggrieved Employee

1 for each subsequent violation in connection with each payment that was made in violation of Labor
2 Code section 204.

3 Civil Penalties Under Labor Code § 226.3

4 41. Defendants had and have a policy or practice of failing to comply with Labor Code
5 section 226, subdivision (a) by intentionally failing to furnish Plaintiff and Aggrieved Employees
6 with itemized wage statements that accurately reflect: reflect gross wages earned; total hours
7 worked; net wages earned; all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate; and other such information as required
9 by Labor Code section 226, subdivision (a).

10 42. Labor Code section 226.3 states that “[a]ny employer who violates subdivision (a)
11 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
12 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for
13 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
14 deduction statement or fails to keep the records required in subdivision (a) of Section 226.”

15 43. Labor Code section 226.3 further provides that “[t]he civil penalties provided for in
16 this section are in addition to any other penalty provided by law.”

17 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants had
18 and have a policy or practice of failing to furnish non-exempt employees, including, without
19 limitation, Plaintiff, itemized wage statements that accurately reflect: reflect gross wages earned;
20 total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and
21 the corresponding number of hours worked at each hourly rate; and other such information as
22 required by Labor Code section 226, subdivision (a).

23 45. Pursuant to Labor Code section 226.3, Plaintiff and other Aggrieved Employees are
24 entitled to recover civil penalties for Defendants’ violation of Labor Code section 226, subdivision
25 (a) in the amount of two hundred fifty dollars (\$250) for each Aggrieved Employee per pay period
26 for the initial violation, and one thousand dollars (\$1,000) for each Aggrieved Employee per pay
27 period for each subsequent violation.

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1 Violation of Labor Code § 558

2 46. Pursuant to Labor Code section 558, subdivision (a): “Any employer or other person
3 acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating
4 hours and days of work in any of the Industrial Welfare Commission” shall be subject to a civil
5 penalty as follows:

6 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee and
7 for each pay period for which the employee was underpaid in addition to an amount sufficient to
8 recover underpaid wages;

9 (2) For each subsequent violation, one hundred dollars (\$100) for each
10 underpaid employee for each pay period for which the employee was underpaid in addition to an
11 amount sufficient to recover underpaid wages;

12 (3) Wages recovered pursuant to this section shall be paid to the affected
13 employee.

14 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants, and
15 each of them, violated, or caused to be violated, the Labor Code sections described herein, including
16 causing Plaintiff and other Aggrieved Employees not to: be paid overtime wages and minimum
17 wages, receive meal and rest periods or compensation in lieu thereof, be paid timely wages during
18 their employment and after their employment separation, receive accurate, itemized wage
19 statements, to be provided with the opportunity to inspect employment records, be provided with
20 notice as required under Labor Code section 2810.5, and/or be provided with the proper accrual and
21 use of paid sick leave.

22 48. As a direct and proximate result of the herein-described Labor Code violations,
23 pursuant to Labor Code section 558, Plaintiff and other Aggrieved Employees are entitled to recover
24 civil penalties for Defendants’ herein-described Labor Code violations in the amount fifty dollars
25 (\$50) for each Aggrieved Employee per pay period for the initial violation, and one hundred dollars
26 (\$100) for each Aggrieved Employee per pay period for each subsequent violation.

27 Violation of Labor Code § 1174.5

28 49. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required

1 every person employing labor in California to “[a]llow any member of the commission or the
2 employees of the Division of Labor Standards Enforcement free access to the place of business or
3 employment of the person to secure any information or make any investigation that they are
4 authorized by this chapter to ascertain or make. The commission may inspect or make excerpts,
5 relating to the employment of employees, from the books, reports, contracts, payrolls, documents,
6 or papers of the person.”

7 50. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required
8 every person employing labor in California to “[k]eep a record showing the names and addresses of
9 all employees employed and the ages of all minors.”

10 51. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required
11 every person employing labor in California to “[k]eep, at a central location in the state or at the
12 plants or establishments at which employees are employed, payroll records showing the hours
13 worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable
14 piece rate paid to, employees employed at the respective plants or establishments. These records
15 shall be kept in accordance with rules established for this purpose by the commission, but in any
16 case, shall be kept on file for not less than three years. An employer shall not prohibit an employee
17 from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units
18 earned.”

19 52. Pursuant to Labor Code section 1174.5, “[a]ny person employing labor who willfully
20 fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate
21 and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any
22 member of the commission or employees of the division to inspect records pursuant to subdivision
23 (b) of [Labor Code] Section 1174, shall be subject to a civil penalty of five hundred dollars (\$500).

24 53. Plaintiff is informed and believes, and based thereon alleges, that Defendants have
25 willfully failed keep adequate or accurate time records including wage statements and similar
26 payroll documents under Labor Code section 226, documents signed to obtain or hold employment
27 under Labor Code section 432, personnel records under Labor Code section 1198.5, and time records
28 under Labor Code section 1174.

54. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1174.5, Plaintiff and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred dollars (\$500) per violation per Aggrieved Employee.

Violation of Labor Code § 1197.1

55. Pursuant to Labor Code section 1197.1, subdivision (a): “Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

A. For any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

B. For each subsequent violation for the same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

C. Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee.”

56. Plaintiff is informed and believes, and based thereon alleges, that Defendants caused Plaintiff and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiff and other Aggrieved Employees' to pay minimum wages for all hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to accurately track and/or pay for all minutes and hours actually worked at their regular rate of pay that is above the minimum wage; engaging, suffering, or permitting employees to work off

1 the clock, including, without limitation, requiring Plaintiff and other Aggrieved Employees: to come
2 early to work without being able to clock in for all that time, to make or respond to telephone calls
3 and/or text messages off the clock; to clock out for meal periods and continue working, to don and
4 doff uniforms and/or equipment off the clock; editing and/or manipulation of time entries to show
5 less hours than actually worked; failing to pay split shift premiums; and failing to pay reporting time
6 pay, entitling Plaintiff and other Aggrieved Employees to actual and liquidated damages.

7 57. As a direct and proximate result of the herein-described Labor Code violations,
8 pursuant to Labor Code section 1197.1, Plaintiff and other Aggrieved Employees are entitled to
9 recover civil penalties for Defendants' herein-described Labor Code violations in the amount one
10 hundred dollars (\$100) for each Aggrieved Employee per pay period for the initial violation, and
11 two hundred and fifty dollars (\$250) for each Aggrieved Employee per pay period for each
12 subsequent violation.

13 Civil Penalties Under Labor Code § 2699

14 58. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other
15 provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed
16 and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or
17 employees for a violation of the Labor Code may, as an alternative, be recovered through a civil
18 action brought by an aggrieved employee on behalf of himself or herself and other current or former
19 employees pursuant to the procedures specified in Labor Code section 2699.3.

20 59. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor
21 Code except those for which a civil penalty is specifically provided, the established civil penalty for
22 a violation of those provisions is as follows: if, at the time of the alleged violation, the person
23 employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved
24 employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved
25 employee per pay period for each subsequent violation.

26 60. Moreover, Plaintiff and other Aggrieved Employees within the State of California
27 whom she seeks to represent are entitled to an award of reasonable attorneys' fees and costs in
28 connection with their herein-described claims for civil penalties.

1 **REQUEST FOR JURY TRIAL**

2 A. Plaintiff hereby requests a trial by jury.

3 **PRAYER**

4 **WHEREFORE**, on behalf of Plaintiff and Aggrieved Employees, Plaintiff prays for
5 judgment against Defendants as follows:

6 A. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558,
7 558.1, 1174.5, 1197.1, and 2699;

8 B. An award of reasonable attorneys' fees and costs pursuant to Labor Code sections
9 210, 226.3, 558, 558.1, 1174.5, 1197.1, and 2699;

10 C. Pre-judgment and post-judgment interest;

11 D. For costs of suit incurred herein; and

12 E. Such other and further relief as the Court deems just and proper.

13 Dated: February 25, 2025

J. GILL LAW GROUP, P.C.

14
15 BY: /s/ Sacha Pomares

16 JASMIN K. GILL

SACHA POMARES

17 Attorneys for Plaintiff THELMA GARCIA, as
18 an aggrieved employee, and on behalf of all
19 other aggrieved employees under the Labor
20 Code Private Attorneys' General Act of 2004,
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