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MARIA VIRRUETA RIVERA, individually,
and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

MARIA VIRRUETA RIVERA, an individual,
and on behalf of herself and all others similarly
situated,

Plaintiff,

vs.

ILLUME AGRICULTURE, LLC, a California
limited liability company; A.G.A BOXING
LLC, a California limited liability company; and
DOES 1 through 50, inclusive,

Defendants.

CASE NO.:

CLASS ACTION

[DRAFT] COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized Wage Statements
7. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
8. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION:

9. Penalties under the Labor Code Private Attorneys General Act of 2004

DEMAND FOR JURY TRIAL

1 Plaintiff MARIA VIRRUETA RIVERA (“PLAINTIFF”), an individual, demanding a jury
2 trial, on behalf of herself and all others similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS ILLUME
6 AGRICULTURE, LLC, a California limited liability company; A.G.A BOXING LLC, a California
7 limited liability company; and DOES 1 through 50 (collectively, “DEFENDANTS”), are qualified
8 to do business in California and regularly conduct business in California. Further, no federal
9 question is at issue because the claims are based solely on California law.

10 2. Venue is proper in this judicial district and the County of Kern, California because
11 PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS in the
12 County of Kern, DEFENDANTS maintain offices and facilities and transact business in the
13 County of Kern, and DEFENDANTS’ illegal payroll policies and practices which are the subject
14 of this action were applied, at least in part, to PLAINTIFF, and other persons similarly situated, in
15 the County of Kern.

16 **PLAINTIFF**

17 3. PLAINTIFF is a resident and a citizen of the State of California and an employee
18 of DEFENDANTS during the relevant time period.

19 4. PLAINTIFF, on behalf of herself and other similarly situated current and former
20 non-exempt employees of DEFENDANTS in the State of California at any time during the four
21 years preceding the filing of this action, and continuing while this action is pending, brings this
22 class action to recover, among other things, wages and penalties from unpaid wages earned and
23 due, including but not limited to unpaid minimum wages, unpaid and illegally calculated overtime
24 compensation, illegal meal and rest period policies, failure to indemnify employees for necessary
25 expenditures and/or losses incurred in discharging their duties, failure to provide accurate
26 itemized wage statements, failure to maintain required records, and interest, attorneys’ fees, costs,
27 and expenses.

28 5. PLAINTIFF brings this action on behalf of herself and the following similarly

1 situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt
2 employees of DEFENDANTS in the State of California at any time within the period
3 beginning four (4) years prior to the filing of this action and ending at the time this action
4 settles or proceeds to final judgment (the “CLASS PERIOD”). PLAINTIFF reserves the right
5 to name additional class representatives.

6 **DEFENDANTS**

7 6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
8 ILLUME AGRICULTURE, LLC is, and at all times relevant hereto was, a California limited
9 liability company. PLAINTIFF is further informed and believes, and thereon alleges, that
10 Defendant ILLUME AGRICULTURE, LLC is authorized to conduct business in the State of
11 California, and does conduct business in the State of California. Specifically, Defendant ILLUME
12 AGRICULTURE, LLC maintains offices and facilities and conducts business in, and engages in
13 illegal payroll practices or policies in, the County of Kern, State of California.

14 7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant A.G.A
15 BOXING LLC is, and at all times relevant hereto was, a California limited liability company.
16 PLAINTIFF is further informed and believes, and thereon alleges, that Defendant A.G.A
17 BOXING LLC is authorized to conduct business in the State of California, and does conduct
18 business in the State of California. Specifically, Defendant A.G.A BOXING LLC maintains
19 offices and facilities and conducts business in, and engages in illegal payroll practices or policies
20 in, the County of Kern, State of California.

21 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
22 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious
23 names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant
24 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
25 that PLAINTIFF and CLASS MEMBERS’ injuries and damages, as alleged herein, were
26 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
27 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
28 when ascertained.

1 9. At all relevant times herein, DEFENDANTS were the joint employers of
2 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon alleges,
3 that at all times material to this Complaint DEFENDANTS were the alter egos, divisions,
4 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
5 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
6 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
7 Defendants, and each was the alter ego of the other.

8 10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
9 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
10 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
11 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
12 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
13 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
14 failing to properly maintain records; failing to provide accurate itemized statements for each pay
15 period; failing to properly compensate PLAINTIFF and CLASS MEMBERS for necessary
16 expenditures; and requiring, permitting or suffering the employees to work off the clock, in
17 violation of the California Labor Code and the applicable Welfare Commission ("IWC") Orders.

18 11. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
19 of the acts and omissions alleged herein were performed by, and/or attributable to, all
20 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
21 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
22 and scope of said agency, employment and/or direction and control.

23 12. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
24 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
25 provision regulating minimum wages or hours and days of work in any order of the Industrial
26 Welfare Commission, or Labor Code §§ 226, 226.7, 1193.6, 1194, or 2802.

27 13. As a direct and proximate result of the unlawful actions of DEFENDANTS,
28 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings

1 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
2 Court.

3 **CLIENT EMPLOYER-LABOR CONTRACTOR ALLEGATIONS**

4 14. PLAINTIFF is informed and believes, and thereon alleges, that, at all times
5 material to this complaint, Defendant ILLUME AGRICULTURE LLC and/or DOES 1 through
6 50, were and remain business entities that obtain(ed) or are/were provided workers to perform
7 labor within their “usual course of business”—i.e., the regular and customary work of a business,
8 performed within or upon the premises or worksite of Defendant ILLUME AGRICULTURE
9 LLC and/or DOES 1 through 50—from a “labor contractor,” as defined in Labor Code §
10 2810.3(a)(3). As such, at all times material to this complaint, Defendant ILLUME
11 AGRICULTURE LLC and/or DOES 1 through 50 were and remain “client employers” as
12 statutorily defined in California Labor Code § 2810.3(a)(1)(A).

13 15. PLAINTIFF is informed and believes, and thereon alleges that, at all times
14 material to this complaint, Defendant A.G.A BOXING LLC and/or DOES 1 through 50, were and
15 remain individuals or entities that supply, either with or without a contract, a “client employer”
16 with workers to perform labor within the client employer’s usual course of business. As such, at
17 all times material to this complaint, Defendant A.G.A BOXING LLC and/or DOES 1 through 50
18 were and remain “labor contractors” as that term is statutorily defined in California Labor Code §
19 2810.3(a)(3).

20 16. PLAINTIFF is informed and believes, and thereon alleges that, at all times
21 material to this complaint, PLAINTIFF and CLASS MEMBERS were not exempt from the
22 payment of an overtime rate of compensation for executive, administrative, and professional
23 employees pursuant to wage orders by the IWC as described in Labor Code § 515.

24 17. PLAINTIFF is informed and believes, and thereon alleges, that, at all times
25 material to this complaint, Defendant ILLUME AGRICULTURE LLC and/or DOES 1 through
26 50 were and remain business entities with a workforce of greater than twenty-five (25) workers,
27 including those hired directly by the client employer and those obtained from, or provided by, any
28 labor contractor.

1 18. PLAINTIFF is informed and believes, and thereon alleges, that, at all times
2 material to this complaint, Defendant ILLUME AGRICULTURE LLC and/or DOES 1 through
3 50 were and remain business entities with more than five (5) workers supplied by a labor
4 contractor or labor contractors to the client employer at any given time.

5 19. PLAINTIFF is informed and believes, and thereon alleges, that, at all times
6 material to this complaint, Defendant ILLUME AGRICULTURE LLC and/or DOES 1 through
7 50 were not states or the political subdivision of the states, including any city, county, city and
8 county, or special district.

9 20. PLAINTIFF is informed and believes, and thereon alleges that, at all times
10 material to this complaint, Defendant A.G.A BOXING LLC and/or DOES 1 through 50, were
11 neither bona fide nonprofit, community-based organizations that provide services to workers nor
12 bona fide labor organizations or apprenticeship programs or hiring halls operated pursuant to a
13 collective bargaining agreement.

14 21. PLAINTIFF is informed and believes, and thereon alleges that, at all times
15 material to this complaint, Defendant A.G.A BOXING LLC and/or DOES 1 through 50, were not
16 motion picture payroll service companies as defined in subparagraph (A) of paragraph (4) of
17 subdivision (f) of Section 679 of the Unemployment Insurance Code.

18 22. PLAINTIFF is informed and believes, and thereon alleges that, at all times
19 material to this complaint, Defendant A.G.A BOXING LLC and/or DOES 1 through 50, were not
20 third parties who were parties to an employee leasing arrangement, as defined by Rule 4 of
21 Section V of the California Workers Compensation Experience Rating Plan-1995 (Section 2353.1
22 of Title 10 of the California Code of Regulations), as it read on January 1, 2014.

23 23. Pursuant to Labor Code §2810.3(d), PLAINTIFF gave written notice to
24 DEFENDANTS by certified mail, postmarked December 13, 2024, of violations under Labor
25 Code § 2810.3(b). Therefore, because PLAINTIFF provided notice to DEFENDANTS of
26 violations under Labor Code § 2810.3(b) at least 30 days prior to filing a civil action against the
27 client employer for violations covered by Labor Code § 2810.3, PLAINTIFF has complied with
28 all of the requirements set forth in Labor Code §2810.3(d).

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- a. The potential class is a significant number. Joinder of all current and former employees individually would be impractical.
- b. This action involves common questions of law and fact to the potential class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices and policies, which was applied to all non-exempt employees in violation of the Labor Code, the applicable IWC wage order, and the Business and Professions Code which prohibits unfair business practices arising from such violations.
- c. The claims of PLAINTIFF are typical of the class because DEFENDANTS subjected all non-exempt employees to identical violations of the Labor Code, the applicable IWC wage order, and the Business and Professions Code.
- d. PLAINTIFF is able to fairly and adequately protect the interests of all members of the class because it is in her best interests to prosecute the claims alleged herein to obtain full compensation due to them for all services rendered and hours worked.

Failure to Provide Required Meal Periods

25. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

26. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS required, permitted or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code § 226.7, 512 and IWC Order No. 13-2001, § 11.

27. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage

1 Order No. 13-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who
2 were not provided with a meal period, in accordance with the applicable wage order, one
3 additional hour of compensation at each employee's regular rate of pay for each workday that a
4 meal period was not provided.

5 28. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
6 1197, and IWC Wage Order No. 13-2001 by failing to compensate PLAINTIFF and CLASS
7 MEMBERS for all hours worked during their meal periods.

8 29. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
9 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
10 earned and due, interest, penalties, expenses, and costs of suit.

11 **SECOND CAUSE OF ACTION**

12 **Failure to Provide Required Rest Periods**

13 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 13-2001, § 12]**

14 **(Against all DEFENDANTS)**

15 30. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
16 allegations in the foregoing paragraphs.

17 31. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
18 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
19 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
20 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 13-2001, § 12.

21 32. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
22 Order No. 16-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
23 provided with a rest period, in accordance with the applicable wage order, one additional hour of
24 compensation at each employee's regular rate of pay for each workday that a rest period was not
25 provided.

26 33. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
27 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
28 earned and due, interest, penalties, expenses, and costs of suit.

1 **THIRD CAUSE OF ACTION**

2 **Failure to Pay Overtime Wages**

3 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 13-2001, § 3]**

4 **(Against all DEFENDANTS)**

5 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 35. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 13-
8 2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for
9 all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all
10 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
11 first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
12 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
13 on the seventh consecutive day of work in any workweek.

14 36. PLAINTIFF and CLASS MEMBERS are current and former non-exempt
15 employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage
16 Order No. 13-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate
17 PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the
18 foregoing provisions of the California Labor Code and IWC Wage Order by, among other things:
19 failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by
20 California Labor Code §§ 510, 1194, and IWC Wage Order No. 13-2001, § 3; requiring,
21 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
22 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
23 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
24 worked; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to
25 provide accurate itemized wage statements to PLAINTIFF for each pay period; and other
26 methods to be discovered.

27 37. In violation of California law, DEFENDANTS have knowingly and willfully
28 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all

1 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
2 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
3 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
4 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
5 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

6 38. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
7 1194, 1198 and IWC Wage Order No. 13-2001, § 3. Therefore, pursuant to California Labor
8 Code §§ 200, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
9 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
10 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
11 fees, expenses, and costs of suit.

12 **FOURTH CAUSE OF ACTION**

13 **Failure to Pay Minimum Wages**

14 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 13-2001, § 4]**

15 **(Against all DEFENDANTS)**

16 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
17 allegations in the foregoing paragraphs.

18 40. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 13-
19 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
20 worked in a payroll period is unlawful.

21 41. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
22 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
23 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,
24 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
25 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
26 worked; failing to properly maintain PLAINTIFF'S and CLASS MEMBERS' records; failing to
27 provide accurate itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay
28 period; and other methods to be discovered.

1 42. DEFENDANTS' conduct described herein violates California Labor Code §§
2 1194, 1197, and IWC Wage Order No. 13-2001, § 4. As a proximate result of the aforementioned
3 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
4 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 226, 558, 1194, 1197.1, and
5 other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
6 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
7 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

8 **FIFTH CAUSE OF ACTION**

9 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

10 **[Cal. Labor Code §§ 201, 202, 203]**

11 **(Against all DEFENDANTS)**

12 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
13 allegations in the foregoing paragraphs.

14 44. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
15 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
16 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
17 and unpaid at the time of discharge are due and payable immediately.

18 45. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
19 required to pay all accrued wages due to an employee no later than 72 hours after the employee
20 quits his or her employment, unless the employee provided 72 hours' previous notice of his or her
21 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

22 46. California Labor Code § 203 provides that if an employer willfully fails to pay, in
23 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
24 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
25 compensation to the employee at the same rate for up to 30 workdays.

26 47. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
27 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
28 California Labor Code §§ 201 and 202.

48. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including the waiting time penalties provided in California Labor Code § 203, together with interest thereon, as well as other available remedies.

49. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs, pursuant to California Labor Code §§ 1194 and 2699.

SIXTH CAUSE OF ACTION

Failure to Furnish Accurate Itemized Wage Statements

[Cal. Labor Code §§ 226, 1174; IWC Wage Order No. 13-2001, § 7]

(Against all DEFENDANTS)

50. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

51. During the CLASS PERIOD, DEFENDANTS routinely failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in writing showing each employee's gross wages earned, total hours worked, all deductions made, net wages earned, the name and address of the legal entity or entities employing PLAINTIFF and CLASS MEMBERS, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of California Labor Code § 226 and IWC Wage Order No. 13-2001, § 7.

52. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage statements in accordance with California Labor Code § 226(a).

53. As a proximate result of DEFENDANTS' unlawful actions and omissions, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to

1 civil penalties pursuant to California Labor Code §§ 226(e), 226.3, and 1174.5, and an award of
2 costs, expenses, and reasonable attorneys' fees, including but not limited to those provided in
3 California Labor Code § 226(e), as well as other available remedies.

4 **SEVENTH CAUSE OF ACTION**

5 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
6 **Duties**

7 **[Cal. Labor Code § 2802]**

8 **(Against all DEFENDANTS)**

9 54. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
10 allegations in the foregoing paragraphs.

11 55. California Labor Code § 2802(a) requires an employer to indemnify an employee
12 for all necessary expenditures or losses incurred by the employee in direct consequence of the
13 discharge of his or her duties, or of his or her obedience to the directions of the employer.

14 56. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
15 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
16 in direct consequence of the discharge of their duties while working under the direction of
17 DEFENDANTS, including but not limited to expenses for personal protective equipment, cell
18 phone usage, and other employment-related expenses, in violation of California Labor Code §
19 2802.

20 57. As a proximate result of DEFENDANTS' unlawful actions and omissions,
21 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
22 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
23 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
24 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
25 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
26 available remedies.

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1 **EIGHTH CAUSE OF ACTION**

2 **Unfair and Unlawful Business Practices**

3 **[Cal. Bus. & Prof. Code §§ 17200 et. seq.]**

4 **(Against all DEFENDANTS)**

5 58. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in the foregoing paragraphs.

7 59. Each and every one of DEFENDANTS' acts and omissions in violation of the
8 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
9 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
10 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
11 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
12 wages, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
13 DEFENDANTS' failure and refusal to maintain required records, DEFENDANTS' failure and
14 refusal to indemnify PLAINTIFF and CLASS MEMBERS for necessary expenditures and/or
15 losses incurring in discharging their duties, constitutes an unfair and unlawful business practice
16 under California Business and Professions Code § 17200 et seq.

17 60. DEFENDANTS' violations of California wage and hour laws constitute a business
18 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
19 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
20 CLASS MEMBERS.

21 61. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
22 rest periods, and other benefits as required by the California Labor Code, the California Code of
23 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to
24 record, report, and pay the correct sums of assessment to the state authorities under the California
25 Labor Code and other applicable regulations.

26 62. As a result of DEFENDANTS' unfair and unlawful business practices,
27 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
28 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be

1 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
2 MEMBERS.

3 63. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
4 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
5 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
6 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
7 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
8 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
9 jurisdiction of this Court.

10 **NINTH CAUSE OF ACTION**

11 **Representative Action for Civil Penalties**

12 **[Cal. Labor Code §§ 2698–2699.5]**

13 **(Against All DEFENDANTS)**

14 64. PLAINTIFF incorporates herein by specific reference as though fully set forth the
15 allegations in all preceding paragraphs, with exception of the allegations in paragraph 24 and the
16 subparagraphs thereto.

17 65. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
18 Code § 2699(c), and a proper representative to bring a civil action on behalf of herself and other
19 current and former employees of DEFENDANTS during the relevant statutory period pursuant to
20 the procedures specified in California Labor Code § 2699.3, because PLAINTIFF and other
21 aggrieved employees were employed by DEFENDANTS and the alleged violations of the
22 California Labor Code were committed against PLAINTIFF and other aggrieved employees.

23 66. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
24 Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil penalties, including but not
25 limited to penalties under California Labor Code §§ 2699, 210, 226.3, 558, 1174.5, 1197.1, and
26 IWC Wage Order No. 13-2001, § 20, from DEFENDANTS in a representative action for the
27 violations set forth above during the relevant statutory period, including but not limited to
28 violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194,

1 1197, 1198, and 2802. PLAINTIFF and other aggrieved employees are also entitled to an award
2 of reasonable attorneys' fees and costs pursuant to California Labor Code § 2699(k)(1).

3 67. Pursuant to California Labor Code §§ 2699.3, PLAINTIFF gave written notice on
4 December 13, 2024 by online filing to the California Labor and Workforce Development Agency
5 ("LWDA") and by certified mail to DEFENDANTS of the specific provisions of the California
6 Labor Code and IWC Wage Orders alleged to have been violated, including the facts and theories
7 to support the alleged violations. More than sixty-five (65) days have passed and the LWDA has
8 not provided notice to PLAINTIFF that it intends to investigate the alleged violations.

9 68. Therefore, PLAINTIFF has complied with all of the requirements set forth in
10 California Labor Code § 2699.3 to commence a representative action under PAGA.

11 **PRAYER FOR RELIEF**

12 **WHEREFORE**, PLAINTIFF, individually and on behalf of all other persons similarly
13 situated, respectfully prays for relief against DEFENDANTS and DOES 1 through 50, inclusive,
14 and each of them, as follows:

- 15 1. For compensatory damages in an amount to be ascertained at trial;
- 16 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
17 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 18 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
19 and IWC Wage Order No. 13-2001;
- 20 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 21 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
22 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
23 from engaging in the unlawful business practices complained of herein;
- 24 6. For waiting time penalties pursuant to California Labor Code § 203;
- 25 7. For statutory and civil penalties according to proof, including but not limited to all
26 penalties authorized by the California Labor Code §§ 226(e) and §§ 2698–2699.5;
- 27 8. For interest on the unpaid wages at 7% per annum pursuant to California Labor
28 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable

1 provision providing for pre-judgment interest;

2 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
3 §§ 218.5, 226, 1194, 2699, 2802, California Civil Code § 1021.5, and any other applicable
4 provisions providing for attorneys' fees and costs;

5 10. For declaratory relief;

6 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
7 Seventh, and Eighth Causes of Action as a class action;

8 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF'S
9 counsel as class counsel; and

10 13. For such further relief that the Court may deem just and proper.

11 DATED:

12 Respectfully submitted,

13 MATERN LAW GROUP, PC

14
15 By:

16 MATTHEW J. MATERN
17 MATTHEW W. GORDON
Attorneys for Plaintiff
18 MARIA VIRRUETA RIVERA, individually,
and on behalf of all others similarly situated
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED:

Respectfully submitted,

MATERN LAW GROUP, PC

By:

MATTHEW J. MATERN
MATTHEW W. GORDON
Attorneys for Plaintiff
MARIA VIRRUETA RIVERA, individually,
and on behalf of all others similarly situated