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VASTHI MALDONADO

ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
08/04/2025
By: Vanessa Ambriz-Minguela,
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

VASTHI MALDONADO, as an individual and on behalf of all others similarly situated;

Plaintiff,

vs.

RANDSTAD INHOUSE SERVICES, LLC, a Delaware limited liability company; SUN PACIFIC SHIPPERS, L.P., a California limited partnership; and DOES 1 through 100, inclusive,

Defendants.

Case No.: VCU321867

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

(1) FAILURE TO PROVIDE MEAL PERIODS (LABOR CODE §§ 226.7, 512, 558);

(2) FAILURE TO AUTHORIZE AND PERMIT REST PERIODS (LABOR CODE §§ 226.7, 516);

(3) FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS (LABOR CODE § 226 *et seq.*);

FAILURE TO TIMELY PAY ALL WAGES UPON TERMINATION (LABOR CODE §§ 201-203);

(4) UNFAIR COMPETITION (BUS & PROF CODE § 17200 *et seq.*); and

(5) CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 et seq.)

DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE

Plaintiff Vasthi Maldonado ("Plaintiff"), on behalf of herself and all others similarly situated, hereby brings this First Amended Class and Representative Action Complaint ("FAC") against Randstad Inhouse Services, LLC, a Delaware limited liability company; Sun Pacific Shippers, L.P., a California limited partnership; and DOES 1 to 100, inclusive (collectively "Defendants"), and on information and belief alleges as follows:

JURISDICTION

1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this FAC for recovery of unpaid wages and penalties under California Business and Professions Code § 17200 *et. seq*., Labor Code §§ 201, 202, 203, 226 *et seq.*, 226.7, 512, 516, 558, 2698 *et seq*., and Industrial Welfare Commission Wage Order 8 (the "Wage Order 8"), in addition to seeking declaratory relief and restitution. This FAC is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over Defendants' violations of the California Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

VENUE

2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the County of Tulare. Defendants own, maintain offices, transact business, have agent(s) within the County of Tulare, and/or otherwise are found within the County of Tulare, and Defendants are within the jurisdiction of this Court for purposes of service of process.

PARTIES

3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein, Plaintiff was a California resident. During the four years immediately preceding the filing of the lawsuit in this action and within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein, lost money and/or property, and have been deprived of the rights guaranteed by Labor Code §§ 201, 202, 203, 226 *et seq.*, 226.7, 512, 516, 558, 2698 *et seq*., and California Business and Professions Code § 17200 *et seq.* ("Unfair Competition Law" or "UCL"); and Wage Order 8, which sets

employment standards for the occupations in Industries Handling Products After Harvest, which includes the industry in which Plaintiff worked for Defendants.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the lawsuit and continuing to the present, Defendants did (and continue to do) business by growing fruit for sell. Defendants employed Plaintiff and other, similarly-situated non-exempt employees within Tulare County and the state of California and, therefore, were (and are) doing business in Tulare County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this FAC when such true names and capacities are discovered. Plaintiff is informed and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff, a former non-exempt employee, was employed by Defendants from approximately 2017 through April 25, 2025. Her most recent job title was Machine Operator, and her primary duty was to bag produce.

10. During her employment with Defendants, Plaintiff was generally scheduled to work Monday through Friday from 5:10 a.m. to 3:45 p.m. Defendants required Plaintiff to clock in and out by entering her social security number into the timekeeping system to keep track and record her work time.

11. Throughout Plaintiff's employment with Defendants, Plaintiff was not provided all required meal periods due to Defendants' meal period policies/practices which fail to provide full 30-minute meal periods prior to the end of the fifth hour of work and prior to the end of the tenth hour of work for shifts in excess of 10.0 hours. Specifically, Defendants had a policy/practice of notifying Plaintiff and other non-exempt employees of the time to take a meal period by ringing a bell to signal the commencement of the meal period and shutting off machines. Defendants had a practice/policy of turning the machines back on to recommence work 30 minutes after the first bell. As such, Plaintiff and other non-exempt employees had to end their meal periods early to stand in line to clock in from lunch and have time to walk three to four minutes from the break area back to their workstation by the time the second bell rang. As such, Defendants had a policy and/or practice of requiring Plaintiff and their other non-exempt employees to return from their meal periods at least five minutes early to clock back in (given the long lines at the time clock) and be at their workstations ready to recommence work. Therefore, Defendants provided short or otherwise unlawful meal periods to Plaintiff and other non-exempt employees because they would be required to cut their 30 minutes short in order to be back at their workstations ready to commence work.

12. Although Plaintiff was not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate Plaintiff with the required meal period

premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

13. Plaintiff was also not authorized and permitted to take all legally required and compliant rest periods due to Defendants' rest period policies and practices. Specifically, Defendants required employees to be back at their workstations and working at the 10-minute mark. As such, Defendants had a policy and/or practice of requiring Plaintiff and other non-exempt employees to return from their rest periods before the full 10 minutes had elapsed and be at their workstations ready to recommence work. Thus, Defendants' rest period policies and practices did not authorize and permit Plaintiff and the other non-exempt employees a net ten-minute rest period for every four hours worked, or *major fraction thereof*.

14. On those occasions when Plaintiff was not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate Plaintiff with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

15. As a result of Defendants' failure to pay all meal period premium wages and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff.

16. As a further result of Defendants' failure to pay all meal period premium wages and rest period premium wages, Defendant failed to pay Plaintiff all wages owed upon separation of employment with Defendants.

CLASS ACTION ALLEGATIONS

17. **Class Definitions**: Plaintiff brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California (including any and all individuals who: (i) worked for Defendant Sun Pacific Shippers, L.P. directly or (ii) worked for and/or provided services for Defendant Sun Pacific Shippers, L.P. through Defendant Randstad Inhouse Services, L.P.) who worked at least one shift in excess of 5.0

hours, during the four years immediately preceding the filing of the lawsuit through the present.

b. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California (including any and all individuals who: (i) worked for Defendant Sun Pacific Shippers, L.P. directly or (ii) worked for and/or provided services for Defendant Sun Pacific Shippers, L.P. through Defendant Randstad Inhouse Services, L.P.) who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of the lawsuit through the present.

c. The Wage Statement Class consists of all members of the: (i) Meal Period Class; and/or (ii) Rest Period Class during the one year immediately preceding the filing of the lawsuit through the present.

d. The Waiting Time Penalty Class consists of Defendants' formerly employed member of the (i) Meal Period Class and/or (ii) Rest Period Class in California during the three years immediately preceding the filing of the lawsuit through the present.

e. The UCL Class consists of members of the: (i) Meal Period Class and/or (ii) Rest Period Class.

18. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court, to amend or modify the description of the various classes with greater specificity or further division into subclasses or limitation to particular issues.

19. **Numerosity/Ascertainability**: The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest**: There are common questions of law and fact as to Plaintiff and all other similarly

situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

i. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;

ii. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;

iii. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226;

iv. Whether Defendants paid all wages owed to its terminated/separated employees at the time of said termination/separation pursuant to Labor Code §§ 201-203; and

v. Whether Defendants engaged in unlawful, unfair, illegal, and/or deceptive business practices by and through the wage and hour policies and practices described above, and whether as a result Defendants owe the classes restitution.

21. **Predominance of Common Questions**: Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping and meal and rest period policies and practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

22. **Typicality**: The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the lawsuit. As alleged herein, Plaintiff, like the members of the Classes, was not provided with all required meal periods, was not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages when she was not provided compliant meal and rest periods, and was not provided with accurate, itemized wage statements.

/ /

23. **Adequacy of Representation**: Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

24. **Superiority**: The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous

individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes identified in Paragraph 17 are maintainable as a Class under § 382 of the Code of Civil Procedure.

<u>FIRST CAUSE OF ACTION</u>

FAILURE TO PROVIDE MEAL PERIODS

(AGAINST ALL DEFENDANTS)

25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and the Wage Order 8, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

27. As a result, Defendants are responsible for paying premium compensation for meal period violations pursuant to Labor Code §§ 226.7, 512, and 558, and the Wage Order 8, including interest thereon, statutory penalties, civil penalties, and costs of suit.

<u>SECOND CAUSE OF ACTION</u>

FAILURE TO AUTHORIZE AND PERMIT REST PERIODS

(AGAINST ALL DEFENDANTS)

28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

29. The Wage Order 8, § 12 and California Labor Code §§ 226.7, 516 and 558 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or *major fraction thereof*.

30. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all required rest periods.

31. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums

owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE, ITEMIZED WAGE STATEMENTS

(AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate wage statements with respect to their rates of pay, hours worked at each rate of pay, total gross wages earned, and total net wages earned in violation of Labor Code § 226 *et seq*.

34. Defendants' failures in furnishing Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

35. Defendants' failures create an entitlement to recovery by Plaintiff and members of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226 *et seq*., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 *et seq*.

FOURTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES UPON TERMINATION

(AGAINST ALL DEFENDANTS)

36. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

37. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an employer to pay all wages immediately at the time of separation of employment in the event the employer discharges the employee or the employee provides at least 72 hours of notice of their intent to quit. In the event the employee provides less than 72 hours of notice of their intent

to quit, said employee's wages become due and payable not later than 72 hours upon said employee's last date of employment.

38. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to timely pay Plaintiff and members of the Waiting Time Penalty Class all final wages due to them at their separation from employment, including, meal and rest period premium wages.

39. Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of the Waiting Time Penalty Class all earned wages at the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.

40. Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting Time Penalty Class their earned wages upon separation from employment results in a continued payment of wages up to thirty days from the time the wages were due.

41. Therefore, Plaintiff and members of the Waiting Time Penalty Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

43. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by failing to provide all required meal periods and failing to authorize and permit all required rest periods, or pay premium payments in lieu thereof.

44. Defendants' utilization of these unfair and/or unlawful business practices deprived, and continues to deprive, Plaintiff and members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

45. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

46. The acts complained of herein occurred within the last four years immediately preceding the filing of the lawsuit in this action.

47. Plaintiff was compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

LABOR CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004

(AGAINST ALL DEFENDANTS)

48. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

49. Defendants have committed several Labor Code violations against Plaintiff and other Aggrieved Employees. Plaintiff, an "Aggrieved Employee" within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other Aggrieved Employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not limited to: (1) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (2) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period pursuant to Labor Code § 2699(f) for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

a. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees;

b. Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees;

c. Defendants violated Labor Code § 226 by failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements;

d. Defendants violated Labor Code § 203-204 by failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month and/or at the time of separation of employment; and

e. Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees.

50. On May 28, 2025, Plaintiff notified Defendants via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code *§ 2698 et seq.* with respect to violations of the California Labor Code identified in Paragraph 49 (a)-(e). Attached hereto as **Exhibit 1** is a true and correct copy of the May 28, 2025 correspondence. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Labor Code Private Attorneys General Act with respect to these violations.

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

PRAYER

WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;

3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;

4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

6. Upon the Third Cause of Action, for statutory wage statement penalties pursuant to Labor Code § 226 *et seq*.;

7. Upon the Fourth Cause of Action, for waiting time penalties pursuant to Labor § 203;

8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the Class of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq*.;

9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) $100.00 for each initial violation for each failure to pay each employee and $200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) $250.00 for each initial violation and $1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (3) $50.00 for each initial violation and $100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (4) no less than $5,000.00 and up to $25,000.00 for each violation pursuant to Labor Code § 226.8(b) and (c); and/or (5) no less than $25.00 and up to $200.00 for each aggrieved employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the Labor Code violations cited in Paragraph 49 (a)-(e) above.

10. Prejudgment interest on all due and unpaid wages pursuant to California Labor Code § 218.6 and Civil Code §§ 3287 and 3289;

11. On all causes of action, for attorneys' fees and costs as provided by Labor Code § 218.5 and Code of Civil Procedure § 1021.5 and all other applicable statutes; and

12. For such other and further relief the Court may deem just and proper.

Dated: August 4, 2025

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman

Attorneys for Plaintiff
VASTHI MALDONADO

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: August 4, 2025

Respectfully submitted,
LIDMAN LAW, APC

By: ______________________
Scott M. Lidman

Attorneys for Plaintiff
VASTHI MALDONADO

EXHIBIT 1

EXHIBIT 1

LIDMAN LAW
2155 Campus Drive, Suite 150, El Segundo, CA 90245
Office: (424) 322-4772
Fax: (424) 322-4775

May 28, 2025

<u>VIA LWDA WEBSITE</u>
Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

<u>VIA U.S. CERTIFIED MAIL – RETURN RECEIPT REQUESTED</u>
Randstad Inhouse Services, LLC, a Delaware limited liability company
c/o Koy Saechao, Agent for Service of Process
CSC - Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833

Sun Pacific Shippers, L.P., a California limited partnership
c/o Jeanne Wilkinson, Agent for Service of Process
1300 E. Myer Avenue
Exeter, CA 93221

Re: *Vasthi Maldonado v. Randstad Inhouse Services, LLC, a Delaware limited liability company and Sun Pacific Shippers, L.P., a California limited partnership*

To Whom It May Concern:

Please be advised that this law firm represents Vasthi Maldonado in claims arising from her employment with Randstad Inhouse Services, LLC, a Delaware limited liability company and Sun Pacific Shippers, L.P., a California limited partnership (hereafter collectively referred to as "Defendants"). Ms. Maldonado is an "aggrieved employee" as defined by Labor Code sections 2699, *et seq*. due to Defendants' numerous violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency ("LWDA") of the specific provisions of the Labor Code allegedly violated.

For purposes of this letter, an "aggrieved employee" should be considered to include all current and former hourly, non-exempt employees in California who worked, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement, and/or other date approved by the Court.

Ms. Maldonado, a former non-exempt employee, was employed by Defendants from approximately 2017 through April 25, 2025. Her most recent job title was Machine Operator, and her primary duty was to bag produce.

During her employment with Defendants, Ms. Maldonado was generally scheduled to work Monday through Friday from 5:10 a.m. to 3:45 p.m. Defendants required Ms. Maldonado to clock in and out by entering her social security number into the timekeeping system that kept track and record of her time worked.

Throughout Ms. Maldonado's employment with Defendants, Ms. Maldonado and other hourly, non-exempt employees were not provided all required meal periods due to Defendants' meal period policies/practices which fail to provide full 30-minute meal periods prior to the start of the fifth hour of work and prior to the tenth hour of work for shifts in excess of 10.0 hours. Specifically, Defendants had a policy/practice of notifying Ms. Maldonado and other non-exempt employees of the time to take a meal period by ringing a bell to signal the commencement of the meal period and shutting off machines. Defendants had a practice/policy of turning the machines back on to recommence work 30 minutes after the first bell. As such, Ms. Maldonado and other non-exempt employees had to end their meal periods early to stand in line to clock in from lunch and have time to walk three to four minutes from the break area back to their workstation by the time the second bell rang. As such, Defendants had a policy and/or practice of requiring Ms. Maldonado and their other non-exempt employees to return from their meal periods at least five minutes early to clock back in (given the long lines at the time clock) and be at their workstations ready to recommence work. Therefore, Defendants provided short or otherwise unlawful meal periods to Ms. Maldonado and other non-exempt employees because they would be required to cut their 30 minutes short in order to be back at their workstations ready to commence work.

Although Ms. Maldonado and other hourly, non-exempt employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate them with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

Ms. Maldonado and other hourly, non-exempt employees also were not authorized and permitted to take all legally required and compliant rest periods due to Defendants' rest period policies and practices. Specifically, Defendants required employees to be back at their workstations and working at the 10-minute mark. As such, Defendants had a policy and/or practice of requiring Ms. Maldonado and other non-exempt employees to return from their rest periods before the full 10 minutes had elapsed and be at their workstations ready to recommence work. Thus, Defendants' rest period policies and practices did not authorize and permit Ms. Maldonado and the other non-exempt employees a net ten-minute rest period for every four hours worked, or major fraction thereof.

On those occasions when Ms. Maldonado and other hourly, non-exempt employees were not authorized and permitted to take all legally-compliant rest periods to which they were entitled, Defendants failed to compensate them with the required rest period premium for each workday in which they experienced a rest period violation as mandated by Labor Code § 226.7.

As a result of Defendants' failure to pay meal period premium wages and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Ms. Maldonado and other hourly, non-exempt employees.

As a further result of Defendants' failure to pay meal and rest period premium wages, Defendants failed to provide pay Ms. Maldonado and other hourly, non-exempt employees all wages owed twice a month and/or upon their separation of employment with Defendants.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 8 ("Wage Order 8"):

<u>Meal Period Violations</u>

As alleged above, Defendants failed to provide Ms. Maldonado and other Aggrieved Employees with all required and compliant meal periods. *See* Labor Code §§ 226.7 and 512; Wage Order 8, § 11. Specifically, due to Defendants' practices and policies, Ms. Maldonado and other Aggrieved Employees were often unable to take a net, duty-free 30-minute meal period before the end of the fifth hour of work, and/or a second net, duty-free 30-minute meal period before the end of the tenth hour of work. As a result, their meal periods were often late, short, interrupted, missed, or otherwise unlawful. As a result, Ms. Maldonado and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday they experienced a meal period violation. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal or rest or recovery period in accordance with … [an] order of the Industrial Welfare Commission … the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest or recovery period is not provided."). Although Ms. Maldonado and other Aggrieved Employees were not provided with all legally-compliant meal periods to which they were entitled, Defendants failed to compensate Ms. Maldonado and other Aggrieved Employees with the required meal period premium for each workday in which they experienced a meal period violation as mandated by Labor Code § 226.7.

<u>Rest Period Violations</u>

Defendants also failed to authorize and permit Ms. Maldonado and other Aggrieved Employees to take all required rest periods. *See* Labor Code §§ 226.7 and 516; Wage Order 8, § 12. As alleged above, Defendants' rest period policies/practices fail to authorize and permit all rest periods for every four hours worked, or *major fraction thereof*. Specifically, as a result of Defendants' practices and policies, Defendant did not authorize and permit rest periods that were net 10 minutes in length. As a result, Ms. Maldonado and other Aggrieved Employees are owed an additional hour of wages at their regular rate of compensation for each workday that they were not authorized and permitted to take all legally required rest periods. *See* Labor Code § 226.7 ("If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided.")

<u>Wage Statement Violations</u>

Defendants knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Ms. Maldonado and other Aggrieved Employees with accurate and complete, itemized wage statements that included, among other requirements, gross wages earned and net wages earned in violation of Labor Code § 226 *et seq*. Defendants' failure to furnish Ms. Maldonado and other aggrieved employees with complete and accurate, itemized wage statements resulted in actual injury, as said failures led to, among other things, the non-payment of all meal and rest period premium wages, and deprived them of the information necessary to identify discrepancies in Defendants' reported data.

<u>Waiting Time Penalties</u>

Labor Code §§ 201 and 202 require that employees receive all of their final wages at the time of their separation of employment. Defendants failed to timely pay Ms. Maldonado and other Aggrieved Employees all of their wages and/or final wages twice a month or at the time of separation of employment, respectively. This included, among other things, meal and rest period premium wages. Pursuant to Labor Code § 203, Defendants' failure to pay all final wages due to Aggrieved Employees was willful and, consequently, entitles Aggrieved Employees to waiting time penalties equal to one day of wages at their standard hourly rate for each day Defendants failed to pay their final wages after their separation, up to a maximum of thirty days.

As an "aggrieved employee," Ms. Maldonado will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Maldonado's own investigation, and on information and belief, Defendants committed the following Labor Code violations:

a) Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to provide all legally required meal periods and failing to pay meal period premiums to Ms. Maldonado and other aggrieved employees;

b) Defendants violated Labor Code §§ 226.7, 516, and 558 by failing to provide all legally required rest periods and failing to pay rest period premiums to Ms. Maldonado and other aggrieved employees;

c) Defendants violated Labor Code § 226 by failing to furnish Ms. Maldonado and other aggrieved employees with accurate and compliant itemized wage statements;

d) Defendants violated Labor Code § 203-204 by failing to pay Ms. Maldonado and other aggrieved employees all earned wages at least twice during each calendar month and/or at the time of separation of employment; and

e) Defendants violated Labor Code § 1174 by failing to maintain accurate records on behalf of Ms. Maldonado and other aggrieved employees.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC

Scott M. Lidman