

FILED
SUPERIOR COURT

2023 AUG 24 PM 1:57

STEPHANIE BOKHOUR, CLERK

DANIELLE JEANDEBIEN

DEPUTY

FALAKASSA LAW, P.C.

Joshua S. Falakassa, CA Bar No. 295045

josh@falakassalaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (818) 456-6168; Fax: (888) 505-0868

BOKHOUR LAW GROUP, P.C.

Mehrdad Bokhour, Esq., CA Bar No. 285256

mehrdad@bokhourlaw.com

1901 Avenue of the Stars, Suite 450

Los Angeles, California 90067

Tel: (310) 975-1493; Fax: (310) 675-0861

Attorneys for Plaintiffs and the Putative Classes

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

GREGORIA CRUZ & YASMIN CRUZ, on
behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

CONSTELLATION BRANDS US
OPERATIONS, INC., a New York Corporation;
and DOES 1-50, inclusive.

Defendants.

CASE NO.: STK-CV-UDE-2022-5208

**SECOND AMENDED CLASS AND PAGA
ACTION COMPLAINT FOR:**

- (1) FAILURE TO PAY ALL MINIMUM
WAGES;
- (2) FAILURE TO PAY ALL OVERTIME
WAGES;
- (3) FAILURE TO PAY ALL SICK TIME;
- (4) MEAL PERIOD VIOLATIONS;
- (5) REST PERIOD VIOLATIONS;
- (6) FAILURE TO REIMBURSE;
- (7) WAGE STATEMENT VIOLATIONS;
- (8) WAITING TIME PENALTIES;
- (9) UNFAIR COMPETITION; and
- (10) PAGA PENALTIES

DEMAND FOR JURY TRIAL

1 Plaintiffs Gregoria Cruz and Yasmin Cruz (“Plaintiffs”) on behalf of themselves, and all other
2 similarly situated non-exempt employees, allege and complain of defendant Constellation Brands
3 U.S. Operations, Inc., and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant Constellation Brands U.S. Operations, Inc. is an international producer and
6 marketer of wine, beer, and spirits with locations throughout California.

7 2. Plaintiffs bring his class and PAGA representative action against Defendants for
8 alleged violations of the California Labor Code and Business and Professions Code.

9 3. As set forth below, Plaintiffs allege that Defendants failed to pay for all wages due to
10 their timekeeping policy/practice of unevenly rounding/shaving time entries. Plaintiffs further alleges
11 that Defendants failed to pay all overtime wages by failing to include all forms of compensation when
12 calculating the “regular rate of pay” used in payment of overtime wages. Plaintiffs also allege that
13 Defendants failed to pay all sick days at the legal “regular rate of pay.”

14 4. Furthermore, Plaintiffs allege that Defendants’ meal and rest period policies and
15 practices did not allow and permit all compliant and timely meal and rest periods or pay premium
16 wages at the “regular rate of pay” in lieu thereof. Plaintiffs also allege that Defendants failed to
17 reimburse all necessary business expenses, including but not limited to costs associated with their
18 personal cell phones and the purchase of steel toed boots. As a result, Plaintiffs allege that Defendants
19 failed to provide non-exempt employees with accurate written itemized wage statements and failed
20 to timely pay all final wages upon separation of employment.

21 5. Based on these alleged Labor Code violations, Plaintiffs now bring this class and
22 PAGA representative action to recover unpaid wages, restitution, penalties, and other related relief
23 on behalf of herself and all others similarly situated.

24 **JURISDICTION AND VENUE**

25 6. Plaintiffs, on behalf of herself and all others similarly situated employees hereby bring
26 this class action for recovery of unpaid wages and penalties under California Labor Code §§ 201-
27 203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1197.1, 1194, 1199,
28 2802-2804, 2698 *et seq.* and applicable Industrial Welfare Commission Wage Orders (“Wage

1 Orders”), in addition to seeking declaratory relief and restitution pursuant to California Business and
2 Professions Code § 17200, *et. seq.*

3 7. This class action is brought pursuant to California Code of Civil Procedure § 382.

4 8. This Court has jurisdiction over Defendants’ violations of the California Labor Code
5 and applicable Wage Orders because the amount in controversy exceeds this Court’s jurisdictional
6 minimum.

7 9. Venue is proper in this judicial district pursuant to California Code of Civil Procedure
8 §§ 395(a) and 395.5, Defendants own and/or operate a facility within the County of San Joaquin,
9 and/or otherwise are found within the County of San Joaquin and Defendants are within the
10 jurisdiction of this Court for purposes of service of process.

11 **PARTIES**

12 10. At all relevant times herein, Plaintiffs, who are over the age of 18, were and currently
13 are California residents residing in the State of California. Defendants employed Plaintiffs as a non-
14 exempt employees in Acampo, California in the County of San Joaquin.

15 11. Plaintiffs are informed and believe and thereon allege that defendant Constellation
16 Brands U.S. Operations, Inc. is a New York corporation authorized to and doing business in
17 California, and is and/or was the legal employer of Plaintiffs and the Class Members during the
18 applicable statutory periods. Plaintiffs was, and is, a victim of Defendants’ policies and/or practices
19 complained of herein and has been deprived of the rights guaranteed to her by California Labor Code
20 §§ 201-203, 204, 210, 221, 226(a), 226(e), 226.3, 226.7, 227.3, 246, 510, 512, 516, 1194, 1194.2,
21 1197.1, 1199, 2802-2804, 2698 *et seq.*, and the California Business and Professions Code § 17200 *et*
22 *seq.*, and applicable Wage Orders.

23 12. Plaintiffs are informed and believe, and based thereon allege, that during the four years
24 preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to
25 do) business in the State of California, County of San Joaquin.

26 13. Plaintiffs do not know the true names or capacities, whether individual, partner, or
27 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
28 Defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to

1 amend this Complaint when such true names and capacities are discovered. Plaintiffs are informed,
2 and believe, and thereon allege, that each of said fictitious defendants, whether individual, partners,
3 or corporate, were responsible in some manner for the acts and omissions alleged herein, and
4 proximately caused Plaintiffs and the Classes to be subject to the unlawful employment practices
5 alleged herein.

6 14. Plaintiffs are informed, and believe, and thereon alleges, that at all times mentioned
7 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes. At all
8 times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter
9 alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of
10 them, were the agents, servants, and employees of each and every one of the other Defendants, as
11 well as the agents of all Defendants, and at all times herein mentioned were acting within the course
12 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
13 and/or otherwise ratified each and every one of the acts or omissions complained of herein.

14 15. At all times mentioned herein, Defendants, and each of them, were members of and
15 engaged in a joint venture, partnership, and common enterprise, and acting within the course and
16 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
17 Plaintiffs alleges that all Defendants were joint employers for all purposes of Plaintiffs and all
18 members of the Classes.

19 **COMMON FACTUAL ALLEGATIONS**

20 16. Defendants are an international producer and marketer of wine, beer, and spirits with
21 locations throughout California. Plaintiffs were employed by Defendants as non-exempt employees
22 with the title of machine operator out of its Acampo, California location. Plaintiff Gregoria Cruz
23 began working with Defendants from approximately April 2021 until her separation from
24 employment on or about May 24, 2022. Plaintiff Yasmin Cruz began working for Defendants in or
25 around July 7, 2021 until her separation from employment on June 1, 2022.

26 17. Plaintiffs and other non-exempt employees (including, but not limited to production
27 associates, machine operators, general wine workers, and all other non-exempt positions) were
28 responsible for all aspects of Defendants' operations in California. Plaintiffs and other non-exempt

1 employees were all subjected to the same systemic violations, policies, procedures, working
2 conditions, and corresponding wage and hour violations.

3 18. First, at all relevant times, Defendants have had a practice of unevenly
4 rounding/shaving Plaintiffs' and other non-exempt employees' time entries, resulting in a failure to
5 pay for all hours worked. As a result of this practice, Plaintiffs and other non-exempt employees are
6 not compensated for all the hours that they work and all of the overtime hours they work, in violation
7 of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199, and applicable Wage Orders.

8 19. California courts have held that rounding time policies can be lawful, "if the rounding
9 policy is fair and neutral on its face and 'it is used in such a manner that it will not result, over a
10 period of time, in failure to compensate the employees properly for all the time they have actually
11 worked.'" *See's Candy Shops v. Superior Court* (2012) 210 Cal.App.4th 889, 907 (29 C.F.R. § 785.48;
12 see DLSE Manual, *supra*, §§ 47.1, 47.2.).

13 20. Here, Defendants' rounding time policy is not neutral on its face or in practice, as over
14 a period of time, Plaintiffs and other non-exempt employees were not paid for all the time they
15 actually worked. Indeed, Plaintiffs and other non-exempt employees would often report to work early
16 since they are subject to discipline, including termination for being tardy in reporting to work, or
17 returning from a meal or rest period. Moreover, because Defendants are capable of tracking the time
18 worked by non-exempt employees to the exact minute, the policy itself exists not for the convenience
19 or benefit of the employees who are trying to report their time on timecards or otherwise, but for
20 Defendants' benefit.

21 21. As a result, over a period of time, Plaintiffs and other non-exempt employees were not
22 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
23 and applicable Wage Orders. Additionally, as a result of the unlawful rounding policy, Plaintiffs and
24 other non-exempt employees were also not always properly paid at the correct overtime rate for hours
25 worked in excess of eight hours per shift in violation of Labor Code § 510.

26 22. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
27 by an applicable state or local law, or by an order of the commission a civil penalty, restitution of
28 wages, and liquidate damages as follows: (1) for any initial violation that is intentionally committed,

1 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
2 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred
3 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
4 underpaid regardless of whether the initial violation is intentionally committed.

5 23. Labor Code § 510 requires an employer to compensate an employee who works more
6 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
7 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
8 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
9 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
10 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
11 applicable Wage Orders, non-exempt employees shall not be employed more than eight (8) hours in
12 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
13 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

14 24. Accordingly, and to the extent permitted by law, Plaintiffs and other non-exempt
15 employees are entitled to recover unpaid minimum and overtime wages and penalties for violations
16 of Labor Code §§ 204, 210, 510, 1194, 1197.1, 1199 1197.1, 1199.

17 25. Furthermore, at all relevant times, Plaintiffs and other non-exempt employees were not
18 properly paid at the correct overtime rate for all hours worked in excess of eight (8) hours per workday
19 and/or forty (40) hours per workweek. Although Plaintiffs and other non-exempt employees worked
20 overtime hours, they were not always compensated at one and one-half times their "regular rate of
21 pay" because Defendants failed to include all forms of compensation, including, but not limited to,
22 shift differentials, non-discretionary bonuses, incentive pay, and other forms of remuneration when
23 calculating the "regular rate of pay" used for payment of overtime wages.

24 26. Under the California Labor Code (as well as the FLSA), courts have consistently held
25 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
26 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
27 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
28 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.

1 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgement to Plaintiffs under
2 California and federal law on the grounds, that Defendant improperly calculated overtime by
3 excluding annual bonuses paid to employees from the “regular rate of compensation”].)

4 27. By their policy of requiring Plaintiffs and the other non-exempt employees to work in
5 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
6 them at the lawful rate of one-half (1 1/2) their “regular rate of pay,” Defendants willfully violated
7 the provisions of Labor Code § 510 and the applicable Wage Orders.

8 28. Accordingly, and to the extent permitted by law, Plaintiffs and other non-exempt
9 employees are entitled to recover unpaid wages and penalties for violations of Labor Code §§ 204,
10 210, 510, and 1197.1.

11 29. Similarly, at all relevant times, Defendants failed in their obligation to pay Plaintiffs
12 and other non-exempt employees the legally required paid sick days at the legal “regular rate of pay”
13 pursuant to Labor Code §§ 246(a),(b). Pursuant to Labor Code § § 246(a),(b), “[a]n employee who,
14 on or after July 1, 2015, works in California for the same employer for 30 or more days within a year
15 from the commencement of employment is entitled to paid sick days. . . at the rate of not less than
16 one hour per every 30 hours worked, beginning at the commencement of employment.” In addition,
17 Labor Code § 246(l)(1) provides that paid sick time for non-exempt employees must be “calculated
18 in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick
19 time, whether or not the employee actually works overtime in that workweek.” Additionally, Labor
20 Code § 246(l)(2) states that the paid sick time must be “calculated by dividing the employee’s total
21 wages, not including overtime premium pay, by the employee’s total hours worked in the full pay
22 periods of the prior 90 days of employment.” Finally, Labor Code §246(i) requires employers to
23 “provide an employee with written notice that sets forth the amount of paid sick leave available, or
24 paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s
25 itemized wage statement described in Section 226 or in a separate writing provided on the designated
26 pay date with the employee’s payment of wages.”

27 30. Here, at all relevant times, Defendants failed in its obligation to pay Plaintiffs and other
28 non-exempt employees the legally required paid sick days at the “regular rate of pay” pursuant to

1 Labor Code §§ 246(a), (b). Indeed, Defendants paid sick time at the base rate of pay, rather than the
2 “regular rate of pay” as required by Labor Code §§ 246(l)(1-2).

3 31. Moreover, at all relevant times, Plaintiffs and other non-exempt employees were often
4 denied compliant and timely uninterrupted 30-minute off-duty meal periods as mandated by
5 California law. Due to Defendants’ uniform meal period policies/practices and operational
6 requirements, Plaintiffs and other non-exempt employees were often unable to take timely and
7 uninterrupted 30-minute first meal periods before the end of the fifth hour of work. Further, when
8 Plaintiffs and other non-exempt employees worked in excess of 10.0 hours in a shift, they were often
9 not always allowed and permitted to take a mandated second meal period before the end of the tenth
10 hour of work in violation of the Labor Code and applicable Wage Orders.

11 32. Additionally, Plaintiffs and other non-exempt employees were not always properly
12 paid meal period premiums for missed or non-compliant meal periods at the “regular rate of pay”
13 pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 5th 858 and Labor Code 226.7.

14 33. Accordingly, due to Defendants’ uniform meal period policies/practices, Plaintiffs and
15 other non-exempt employees were often denied legally compliant meal periods in violation of Labor
16 Code §§ 226.7, 512, 516, and applicable Wage Orders.

17 34. Next, at all relevant times, Plaintiffs and other non-exempt employees were not
18 provided with all uninterrupted net 10-minute rest periods for every four hours worked, or major
19 fraction thereof due to Defendants’ uniform rest period policies/practices and operational
20 requirements. As a result, Plaintiffs and other non-exempt employees were and are often unable to
21 take an uninterrupted net 10-minute duty free rest periods for every major fraction of four hours
22 worked. This includes a second rest period for shifts in excess of six hours, and a third rest period for
23 shifts in excess of 10 hours in a workday.

24 35. By not relieving all non-exempt employees of all duties during rest periods, Defendants
25 often failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.*
26 (2016) 2 Cal. 5th 257, 269 [concluding that “during rest periods employers must relieve employees
27 of all duties and relinquish control over how employees spend their time.”]. In *Augustus*, the
28 California Supreme Court expressly rejected the employers’ assertion that it could provide an on-

1 duty rest period to employees who worked as security guards and further explained “that employers
2 [must] relinquish any control over how employees spend their break time and relieve their employees
3 of all duties.” *Id.* at 273.

4 36. Each time Plaintiffs and other non-exempt employees were unable to take a compliant
5 rest period, Defendants often failed and continue to fail to adequately pay rest period premium
6 payments at the “regular rate of pay” as required by Labor Code § 226.7.

7 37. Accordingly, due to Defendants’ uniform rest period policies/practices and work
8 demands, Plaintiffs and other non-exempt employees were also often denied legally compliant rest
9 breaks in violation of Labor Code §§ 226.7, 512, and applicable Wage Orders.

10 38. Further, at all relevant times, Defendants required Plaintiffs and other non-exempt
11 employees to incur necessary business expenses including, but not limited to, the costs associated
12 with using their personal cell phones and steel toed boots. However, at all relevant times, Defendants
13 failed to reimburse non-exempt employees adequately for these necessary expenditures in violation
14 of Labor Code §§ 2802-2804. *See Cochran v. Schwan’s Home Service, Inc.*, (2014) 228 Cal.App.4th
15 1137, 1144 “[i]f an employee is required to make work-related calls on a personal cell phone, then
16 he or she is incurring an expense for the purposes of section 2802...To show liability under section
17 2802, an employee need only show that he or she was required to use a personal cell phone to make
18 work-related calls, and he or she was not reimbursed”].

19 39. Accordingly, due to Defendants’ uniform failure to adequately reimburse for necessary
20 business expenditures in violation of Labor Code §§ 2802-2804 and applicable Wage Orders.

21 40. As a result of Defendants’ failure to pay Plaintiffs and other non-exempt employees for
22 all minimum and overtime wages, sick pay, and for meal and rest period premiums at the “regular
23 rate of pay”, Defendants issued wage statements which often failed to accurately identify the gross
24 wages earned, the total hours worked, the net wages earned, and the correct corresponding number
25 of hours worked at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

26 41. Additionally, at all relevant times, the wage statements provided to Plaintiffs and other
27 non-exempt employees failed to include the correct name and address of the legal entity that is the
28 employer as required by Labor Code § 226(a)(8).

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

43. Consequently, because Defendants failed to comply with Labor Code § 226(a), Plaintiffs and other non-exempt employees would be entitled to recover penalties under Labor Code §§ 226(e).

44. Finally, because of, Defendants’ failure to pay all minimum and overtime wages, and meal and rest period premiums and sick pay at the “regular rate of pay”, Defendants also often failed and continue to fail to pay other non-exempt employees all wages owed at their time of separation from employment in violation of Labor Code §§ 201-203. Thus, Plaintiffs and other non-exempt employees would be entitled to recover penalties under Labor Code §§ 201-203, and 256.

CLASS ACTION ALLEGATIONS

45. Plaintiffs brings this action on behalf of herself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

All non-exempt employees who work or worked for Defendants in California, during the four years immediately preceding the filing of the Complaint through the date of trial. (“Class”);

All non-exempt employees who worked for Defendants in California and who worked overtime hours during at least one shift, during the four years immediately preceding the filing of the Complaint through the date of trial. (“Overtime Subclass”);

All employees who work or worked for Defendants in California, during the one year immediately preceding the filing of the Complaint through the date of trial. (“Wage Statement Subclass”)

All employees who work or worked for Defendants in California, and who left their employ during the three years immediately preceding the filing of the Complaint through the date of trial. (“Waiting Time Penalty Subclass”) (collectively “the Classes”)

1
2 46. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
3 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
4 unknown to Plaintiffs at this time; however, it is estimated that the Classes consist of at least one
5 hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of
6 Defendants' employment and payroll records.

7 47. **Common Questions of Law and Fact Predominate/Well Defined Community of**
8 **Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated
9 employees, which predominate over questions affecting only individual members including, without
10 limitation to:

11 1. Whether Defendants' timekeeping policy/practice of unevenly rounding/shaving non-
12 exempt employees' time entries resulted in a failure to pay all minimum and overtime wages;

13 2. Whether Defendants' pay policies/practices resulted in a failure to pay all overtime
14 wages at the "regular rate of pay" because Defendants failed to include all forms of compensation,
15 including, but not limited to, shift differentials, non-discretionary bonuses, incentive pay, and other
16 forms of remuneration;

17 3. Whether Defendants' payroll policies/practices resulted in a failure to pay all sick pay
18 at the "regular rate of pay";

19 4. Whether Defendants provided legally compliant meal and rest periods or proper
20 compensation in lieu thereof at the "regular rate of pay" to members of the Class;

21 5. Whether Defendants reimbursed all necessary business expenses, including but not
22 limited to costs associated with the costs associated with using personal cell phones and steel toed
23 boots for work purposes;

24 6. Whether Defendants furnished legally compliant wage statements to members of the
25 Wage Statement Subclass pursuant to Labor Code § 226(a); and

26 7. Whether the timing and amount of payment of final wages to members of the Waiting
27 Time Penalty Subclass at the time of separation from employment were unlawful.

1 48. **Predominance of Common Questions:** Common questions of law and fact
2 predominate over questions that affect only individual members of the Classes. The common
3 questions of law set forth above are numerous and substantial and stem from Defendants' policies
4 and/or practices applicable to each individual class member, such as Defendants' failure to pay all
5 minimum and overtime wages due to their timekeeping policy/practice of unevenly rounding/shaving
6 non-exempt employees' time entries, Defendants' failure to pay for all overtime wages and sick pay
7 at the "regular rate" including all forms of compensation, Defendants' failure to provide all compliant
8 meal and rest periods or compensation at the "regular rate of pay" in lieu thereof, Defendants' failure
9 to reimburse necessary business expenses, and Defendants' resulting failure to provide accurate
10 itemized wage statements, and to pay for all wages due upon separation of employment. As such, the
11 common questions predominate over individual questions concerning each individual class member's
12 showing as to his or her eligibility for recovery or as to the amount of his or her damages.

13 49. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
14 Plaintiffs was employed by Defendants as a non-exempt employee in California during the statute(s)
15 of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein,
16 Plaintiffs, like the members of the Classes was deprived of minimum wages, was deprived of
17 overtime wages and sick pay at the "regular rate," was deprived of meal and rest period premium
18 wages, was subject to Defendants' uniform meal and rest period policies/practices, was not
19 reimbursed for necessary business expenses associated with the use of her personal cell phone for
20 work purposes and steel toed boots, was not provided accurate itemized wage statements, and was
21 not paid all wages owed upon separation of employment.

22 50. **Adequacy of Representation:** Plaintiffs is fully prepared to take all necessary steps to
23 represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiffs'
24 attorneys are ready, willing and able to fully and adequately represent the members of the Classes.
25 Plaintiffs' attorneys have prosecuted and are actively litigating several wage-and-hour class actions
26 in state and federal courts and are committed to vigorously prosecuting this action on behalf of the
27 members of the Classes.

51. **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 Plaintiffs 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 Plaintiffs with their vastly superior financial and legal resources.

52. 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 class 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 40 are maintainable as Classes under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM WAGES

(AGAINST ALL DEFENDANTS)

53. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

1 54. Section 4 of the applicable Wage Orders and California Labor Code §§ 1197 and
2 1182.12 establish the right of employees to be paid minimum wages for all hours worked, in amounts
3 set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been
4 paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance
5 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to
6 the unpaid wages and interest accrued thereon.

7 55. At all relevant times herein, Defendants failed to conform their pay practices to the
8 requirements of the law. This unlawful conduct includes but is not limited to Defendants' timekeeping
9 policy/practice of unevenly rounding/shaving non-exempt employees' time entries, resulting in these
10 individuals not being paid for all hours actually worked. Accordingly, Plaintiffs and members of the
11 Class were not compensated for all hours worked including, but not limited to, all hours they were
12 subject to the control of Defendants and/or suffered or permitted to work under the California Labor
13 Code and applicable Wage Orders.

14 56. Labor Code § 1198 makes unlawful the employment of an employee under conditions
15 that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer
16 who has failed to pay its employees the legal minimum wage is liable to pay those employees the
17 unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages
18 due and interest thereon.

19 57. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
20 Plaintiffs and the Class have sustained economic damages, including but not limited to unpaid wages
21 and lost interest, in an amount to be established at trial, and they are entitled to recover economic and
22 statutory damages and penalties and other appropriate relief as a result of Defendants' violations of
23 the California Labor Code and applicable Wage Orders.

24 58. Defendants' practice and uniform administration of corporate policy regarding illegal
25 employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs and members
26 of the Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including
27 interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor Code §§ 204,
28 558, 1194 *et seq.*, 1197, 1198, and Code of Civil Procedure § 1021.5.

1 **SECOND CAUSE OF ACTION**

2 **FAILURE TO PAY ALL OVERTIME WAGES**

3 **(AGAINST ALL DEFENDANTS)**

4 59. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 60. This cause of action is brought pursuant to Labor Code §§ 204, 210, 510, 558, 1194,
6 and 1198, which provide that non-exempt employees are entitled to overtime wages for all overtime
7 hours worked and provide a private right of action for the failure to pay all overtime compensation
8 for overtime work performed.

9 61. At all times relevant herein, Defendants were required to properly pay Plaintiffs and
10 members of the Overtime Subclass for all overtime hours worked pursuant to California Labor Code
11 § 1194 and the applicable Wage Orders.

12 62. Section 3 of the applicable Wage Order requires an employer to pay an employee “one
13 and one-half (1 1/2) times the employee’s regular rate of pay” for work in excess of 8 hours per
14 workday and/or in excess of 40 hours of work in the workweek. The same section also requires an
15 employer to pay an employee double the employee’s regular rate of pay for work in excess of twelve
16 hours each workday and/or for work in excess of 8 hours on the seventh consecutive day of work in
17 the workweek. Defendants caused Plaintiffs to work overtime and hours but did not compensate
18 Plaintiffs or members of the Overtime Subclass at one and one-half times their regular rate of pay for
19 such hours.

20 63. Defendants failed to conform their pay practices to the requirements of the law. This
21 unlawful conduct includes but is not limited to Defendants’ (1) timekeeping policy/practice of
22 unevenly rounding/shaving non-exempt employees’ time entries, and (2) failure to include all forms
23 of compensation, including, but not limited to, shift differentials, non-discretionary bonuses,
24 incentive pay, and other forms of remuneration when calculating the “regular rate of pay” used in
25 payment of overtime wages, all of which resulted in Plaintiffs and the Overtime Subclass not being
26 paid all overtime wages owed.

27 64. The foregoing policies and practices are unlawful and create entitlement to recovery
28 by Plaintiffs and the members of the Overtime Subclass in a civil action for the unpaid amount of

1 overtime wages, including interest thereon, statutory penalties, attorney's fees, and costs of suit
2 according to Labor Code §§ 204, 210, 510, 1194, and 1198, the applicable Wage Orders, and Code
3 of Civil Procedure § 1021.5.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PAY ALL SICK TIME**

6 **(AGAINST ALL DEFENDANTS)**

7 65. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

8 66. This cause of action is brought pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1,
9 1198, and 1199 which provide that non-exempt employees are entitled to have their sick time paid
10 at the regular rate, including all forms of compensation/remuneration.

11 67. At all times relevant herein, Defendants were required to properly pay Plaintiffs and
12 members of the Class for all accrued sick leave taken, pursuant to California Labor Code § 246.

13 68. Defendants failed to conform their pay practices to the requirements of the law. This
14 unlawful conduct includes but is not limited to Defendants' uniform and unlawful policy/practice
15 of failing to include all forms of compensation, including but not limited to shift differentials, non-
16 discretionary bonuses, and other forms of remuneration into the calculation of the "regular rate of
17 pay," which resulted in Plaintiffs and the Class not being paid all sick time wages owed.

18 69. The foregoing policies and practices are unlawful and create entitlement to recovery
19 by Plaintiffs and the members of the Class in a civil action for the unpaid amount of sick time wages,
20 including interest thereon, statutory penalties, attorney's fees, and costs of suit according to Labor
21 Code §§ 246, 558, 1194.2, 1197.1, 1198, the applicable Wage Orders, and Code of Civil Procedure
22 § 1021.5

23 **FOURTH CAUSE OF ACTION**

24 **MEAL PERIOD VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

26 70. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

27 71. Plaintiffs is informed and believes, and based thereon alleges, that Defendants failed
28 in their affirmative obligation to provide all of their hourly non-exempt employees, including

1 Plaintiffs and members of the Class, with all required meal periods in accordance with the mandates
2 of the California Labor Code and applicable Wage Orders, for the reasons set forth in the Common
3 Allegations section of this Complaint.

4 72. Despite Defendants' violations, Defendants have not paid an additional hour of pay at
5 the "regular rate of pay" to Plaintiffs and members of the Class at their respective regular rates of pay
6 for each violation, in accordance with *Ferra* and Labor Code § 226.7.

7 73. As a result, Defendants are responsible for paying premium compensation for meal
8 period violations, including interest thereon, statutory penalties, and costs of suit pursuant to the
9 applicable Wage Orders, Labor Code §§ 226.7, 512, and Civil Code §§ 3287(b) and 3289.

10 **FIFTH CAUSE OF ACTION**

11 **REST PERIOD VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 74. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

14 75. Section 12 of the applicable Wage Orders and Labor Code §§ 226.7 and 516 establish
15 the right of non-exempt employees to be provided with a rest period of at least ten (10) minutes for
16 each four (4) hour period worked, or major fraction thereof.

17 76. Due to their unlawful rest period policy and practices, Defendants did not authorize
18 and permit Plaintiffs and members of the Class to take all rest periods to which they were legally
19 entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay at the
20 "regular rate of pay" to Plaintiffs and members of the Class at their respective regular rates of pay for
21 each violation, in accordance with California Labor Code § 226.7.

22 77. The foregoing violations create an entitlement to recovery by Plaintiffs and members
23 of the Class in a civil action for the unpaid amount of rest period premiums owing, including interest
24 thereon, statutory penalties, and costs of suit pursuant to the applicable Wage Orders, Labor Code §§
25 226.7 and 516, and Civil Code §§ 3287(b) and 3289.

26 **SIXTH CAUSE OF ACTION**

27 **FAILURE TO REIMBURSE**

28 **(AGAINST ALL DEFENDANTS)**

1 78. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

2 79. Labor Code § 2802(a) states in pertinent part the following:

3 “(a) An employer shall indemnify his or her employee for all necessary
4 expenditures or losses incurred by the employee in direct consequence
5 of the discharge of his or her duties, or of his or her obedience to the
6 directions of the employer, even though unlawful, unless the employee,
at the time of obeying the directions, believed them to be unlawful.”

7 80. As set forth above, Plaintiffs and members of the Class must be compensated for all
8 necessary business expenditures, including, but not limited to, a reasonable portion of their personal
9 cell phone bill, steel-toed boots, and other expenses necessarily incurred in their discharge of their
10 duties. (See *Cochran v. Schwan’s Home Service, Inc.* (2014) 228 Cal.App.4th 1137 (“We hold that
11 when employees must use their personal cell phones for work-related calls, Labor Code § 2802
12 requires the employer to reimburse them. Whether the employees have cell phone plans with
13 unlimited minutes or limited minutes, the reimbursement owed is a reasonable percentage of their
14 cell phone bills.”); *Aguilar v. Zep, Inc.*, 2014 WL 4245988 *17 (N.D. Cal. 2014) (granting Plaintiffs’
15 motion for partial summary judgment on Plaintiffs’ cell phone reimbursement claim); *Ritchie v. Blue
16 Shield of California*, 2014 WL 6982943, at *21 (N.D. Cal. 2014) (certifying class of cell phone
17 reimbursement claim and adopting the logic of *Cochran*).

18 81. At all relevant times, by failing to reimburse Plaintiffs and the Class for all necessary
19 business expenditures, Defendants have failed to comply with Labor Code §2802 and the applicable
20 Wage Orders.

21 82. As a result, Defendant is liable for reimbursement of necessary business expenditures,
22 along with reasonable attorneys’ fees and costs pursuant to Labor Code §2802.

23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
25 **(AGAINST ALL DEFENDANTS)**

26 83. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

27 84. Labor Code 226(a) states in pertinent part the following:
28

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

16 85. As set forth above, during the Class Period, Defendants issued and continue to issue
17 wage statements to its employees including Plaintiffs and members of the Wage Statement Subclass,
18 which are inadequate under Labor Code Section 226(a).

19 86. As a result of Defendants failure to pay Plaintiffs and the Wage Statement Subclass
20 for all regular and overtime wages, and missed meal and rest period premiums at the appropriate legal
21 rate, Defendants failed to include required information on Plaintiffs and the Wage Statement
22 Subclass’ wage statements, including, but not limited to, the gross wages earned, the net wages earned
23 in violation of Labor Code section 226(a)(1,2,5, and 9).

24 87. Further, at all relevant times, Defendants’ wage statements also failed to include the
25 correct name and address of the legal entity that is the employer in violation of Labor Code §
26 226(a)(8).

27 88. Defendants’ failure to comply with section 226(a) of the Labor Code was knowing
28 and intentional.

89. As a result of Defendants’ issuance of inaccurate itemized wage statements to Plaintiffs
and members of the Wage Statement Subclass in violation of section 226(a) of the California Labor
Code, Plaintiffs and members of the Wage Statement Subclass are each entitled to recover an initial
penalty of \$50, and subsequent penalties of \$100, up to an amount not exceeding an aggregate penalty
of \$4,000 per Plaintiffs and per every member of the Wage Statement Subclass from Defendants

1 pursuant to section 226(e) of the Labor Code, costs and reasonable attorneys' fees.

2 **EIGHTH CAUSE OF ACTION**

3 **WAITING TIME PENALTIES**

4 **(AGAINST ALL DEFENDANTS)**

5 90. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

6 91. The actionable period for this cause of action is three years prior to the filing of this
7 Complaint through the present, and on-going until the violation is corrected or the class is certified.

8 92. Labor Code §§ 201 and 202 require Defendants to pay all compensation due and owing
9 to Plaintiffs and the Waiting Time Subclass during the actionable period for this cause of action at or
10 around the time that their employment is or was terminated or ended.

11 93. Labor Code § 203 provides that if an employer willfully fails to pay compensation
12 promptly upon discharge or resignation, as required by Labor Code sections 201 and 202, then the
13 employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

14 94. Defendants willfully failed to pay the Waiting Time Subclass for all hours worked,
15 including all minimum and overtime wages, sick time, and their meal and rest period premiums at
16 the "regular rate of pay", prior to or upon termination or separation from employment with
17 Defendants as required by Labor Code §§ 201 and 202.

18 95. As a result, Defendants are liable to the Waiting Time Subclass for waiting time
19 penalties amounting to thirty (30) days wages for Plaintiffs and the Waiting Time Subclass pursuant
20 to Labor Code § 203. *See, e.g.,* DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon
21 termination entitles an employee to recover waiting time penalties).

22 **NINTH CAUSE OF ACTION**

23 **UNFAIR COMPETITION**

24 **(AGAINST ALL DEFENDANTS)**

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

26 97. Defendants have engaged and continue to engage in unfair and/or unlawful business
27 practices in California in violation of California Business and Professions Code § 17200 *et seq.*, by
28 failing to pay for all minimum wages, as well as all overtime wages and sick time by failing to

1 properly calculate the “regular rate of pay,” by failing to provide legally required meal and rest
2 periods or pay premium payments at the “regular rate of pay” in lieu thereof, by failing to reimburse
3 necessary business expenses, by failing to provide accurate wage statements, and by failing to pay all
4 earned wages at the time of separation from employment.

5 98. Defendants’ utilization of these unfair and/or unlawful business practices deprives
6 Plaintiffs and continues to deprive members of the Classes of compensation to which they are legally
7 entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over
8 Defendants’ competitors who have been and/or are currently employing workers and attempting to
9 do so in honest compliance with applicable wage and hour laws.

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

14 100. The acts complained of herein occurred within the last four years immediately
15 preceding the filing of the Complaint in this action.

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

21 **TENTH CAUSE OF ACTION**

22 **PRIVATE ATTORNEYS GENERAL ACT PENALTIES**

23 **(AGAINST ALL DEFENDANTS)**

24 102. Plaintiffs re-alleges and incorporates by reference all previous paragraphs.

25 103. Defendants have committed several Labor Code violations against Plaintiffs and
26 other non-exempt employees. Plaintiffs, an “aggrieved employee” within the meaning of Labor Code
27 § 2698 *et seq.*, acting on behalf of himself and other non-exempt employees, bring this representative
28 action against Defendants to recover the civil penalties due to Plaintiffs, other similarly non-exempt

1 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
2 including, but not limited to (1) \$100 for each initial violation and (2) \$200 for each subsequent
3 violation per employee per pay period for those violations of the Labor Code for which no civil
4 penalty is specifically provided based on the following Labor Code violations:

5 a. Failing to accurately capture, record, calculate, and provide payment for all hours
6 worked, resulting in a failure to pay all minimum, in violation of Labor Code §§ 204, 210, 1174,
7 1194, 1194.2, 1197, 1197.1, 1199, and the applicable Wage Orders;

8 b. Failing to pay all overtime wages at the “regular rate of pay” because of Defendants’
9 policies/practices, in violation of Labor Code §§ 204, 210, 510, 558, 1174, 1194, and the applicable
10 Wage Orders;

11 c. Failing to provide Plaintiffs and other non-exempt employees with all of their
12 statutorily mandated meal or rest periods or compensation at the “regular rate of pay” in lieu thereof
13 in violation of Labor Code §§ 204, 226.7, 510, 512, 516, 558, 1194 1198, and applicable Wage
14 Orders;

15 d. Failing to timely compensate Plaintiffs and other non-exempt employees with all
16 earnings during their employment and at their separation of employment in violation of Labor Code
17 §§ 201-204, 210, and 256;

18 e. Failing to furnish Plaintiffs and other non-exempt employees with complete,
19 accurate, itemized wage statements and maintain employment records in violations of Labor Code §
20 226(a), 226.3, and 1174; and

21 f. Failing to reimburse Plaintiffs and other non-exempt employees for all necessary
22 business expenditures in violation of Labor Code §§ 2800 and 2802.

23 104. On or about June 15, 2022, Plaintiffs notified Defendant Constellation Brands U.S.
24 Operations, Inc., via certified mail, and the California Labor and Workforce Development Agency
25 (“LWDA”) via its website of Defendant’s violations of the California Labor Code § 2698 et seq.,
26 with respect to violations of the California Labor Code identified in Paragraph 77(a)-(e). Now that
27 sixty-five days have passed from Plaintiffs notifying Defendant and the LWDA of these violations,
28 Plaintiffs will have exhausted his administrative requirements for bringing a claim under the Private

1 Attorneys General Act with respect to these violations.

2 105. Plaintiffs was compelled to retain the services of counsel to file this court action to
3 protect their interests and the interests of other non-exempt employees, and to assess and collect the
4 civil penalties owed by Defendants. Plaintiffs has hereby incurred attorneys' fees and costs, which
5 she is entitled to receive under California Labor Code § 2699.

6 **PRAYER FOR RELIEF**

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

- 9 1. For an order certifying the proposed Classes;
- 10 2. For an order appointing Plaintiffs as representative of the Classes;
- 11 3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
- 12 4. Upon the First Cause of Action, for compensatory, consequential, general and
13 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, and 1194;
- 14 5. Upon the Second Cause of Action, for compensatory, consequential, general and
15 special damages according to proof pursuant to Labor Code §§ 204, 210, 510, 1194, and 1198;
- 16 6. Upon the Third Cause of Action, for compensatory, consequential, general and
17 special damages according to proof pursuant to Labor Code §§ 246, 558, 1194.2, 1197.1, 1198, 1199;
- 18 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
19 special damages according to proof pursuant to Labor Code §§ 226.7 and 512;
- 20 8. Upon the Fifth Cause of Action, for compensatory, consequential, general and
21 special damages according to proof pursuant to Labor Code §§ 226.7 and 516;
- 22 9. Upon the Sixth Cause of Action, all unreimbursed expenses recoverable under Labor
23 Code § 2802, along with interest from the date the expense was incurred, and reasonable costs and
24 attorneys' fees;
- 25 10. Upon the Seventh Cause of Action, penalties pursuant to Labor Code § 226(a), and
26 reasonable costs and attorneys' fees;
- 27 11. Upon the Eighth Cause of Action, for statutory waiting time penalties pursuant to
28 Labor Code §§ 201-203;

1 12. Upon the Ninth Cause of Action, for restitution to Plaintiffs and members of the
2 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
3 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

4 13. Upon the Tenth Cause of Action, for civil penalties due to Plaintiffs, other non-
5 exempt aggrieved employees, and the State of California according to proof pursuant to Labor Code
6 § 2699 (a) and (f) including, but not limited to: (1) \$100 for each initial violation and \$200 for each
7 subsequent violation per employee per pay period for those violations of the Labor Code for which
8 no civil penalty is specifically provided under the Labor Code;

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

11 15. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
12 218.5, 226, 1194, and Code of Civil Procedure § 1021.5; and

13 16. For such other relief that the Court may deem just and proper.
14

15 Dated: August 14, 2023

FALAKSSA LAW, P.C.
BOKHOUR LAW GROUP, P.C.

16
17
18 By: _____

Joshua Falakassa, Esq.
Mehrdad Bokhour, Esq.
Attorneys for Plaintiffs and the Putative Classes
19
20
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars,
Suite 450, Los Angeles, California 90067.

5 On August 24, 2023, I served the following document(s) described as **SECOND**
6 **AMENDED CLASS AND PAGA ACTION COMPLAINT** on the interested parties
in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

7
8 Andrew M. Paley, Esq.
apaley@seyfarth.com
9 Jill A. Porcaro, Esq.
jporcaro@seyfarth.com
SEYFARTH SHAW, LLP
10 2029 Century Park East, Suite 3500
Los Angeles, California 90067

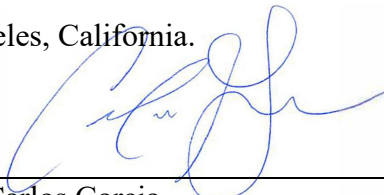
11
12 Gina Gi, Esq.
ggi@seyfarth.com
SEYFARTH SHAW, LLP
13 2029 Century Park East, Suite 3500
Los Angeles, California 90067

14 **Counsel for defendant Constellation**
15 **Brands U.S. Operations, Inc.**

16 **BY ELECTRONIC MAIL:** Based on a Court order or an agreement by the parties to accept
17 service by e-mail or electronic transmission, I caused such the document(s) described above to be
18 sent from my email address to the persons listed above. I did not receive, within a reasonable time
after the transmission, any electronic message or indication that the transmission was unsuccessful.

19 I declare under penalty of perjury under the laws of the State of California that the foregoing
20 is true and correct.

21 Executed on August 24, 2023, at Los Angeles, California.

22
23 
24 _____
25 Carlos Garcia
26
27
28