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SUPERIOR COURT-STOCKTON

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STEPHANIE BOHRER, CLERK

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DEPUTY

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Attorneys for Defendant

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN JOAQUIN

CHRISTOPHER ALBRO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CONSTELLATION BRANDS U.S.
OPERATIONS, INC., a New York corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2024-0012452

**JOINT STIPULATION FOR LEAVE TO
FILE FIRST AMENDED COMPLAINT;
~~PROPOSED~~ ORDER**

Complaint Filed: September 26, 2024

BY FAX

MAR 20 2025

1 Plaintiff, Christopher Albro, and Defendant, Constellation Brands U.S. Operations, Inc., hereby
2 stipulate, through their counsel of record, as follows:

3 WHEREAS on September 24, 2024, pursuant to the Labor Code Private Attorneys General Act
4 of 2004, Labor Code section 2698 et seq. ("PAGA"), Plaintiff notified Defendant and the Labor and
5 Workforce Development Agency ("LWDA") of alleged Labor Code violations;

6 WHEREAS on September 26, 2024, Plaintiff initiated this lawsuit by filing a class action
7 complaint;

8 WHEREAS on November 7, 2024, Defendant filed an answer to the complaint; and

9 WHEREAS the LWDA has not indicated that it would investigate the alleged Labor Code
10 violations that Plaintiff identified and Plaintiff thus seeks to pursue claims under PAGA.

11 IT IS HEREBY STIPULATED that good cause exists for Plaintiff to be granted leave to file the
12 First Amended Complaint attached as Exhibit A, which shall be deemed to have been filed and served
13 upon the Court's approval of the stipulation.

14 IT IS FURTHER STIPULATED that the PAGA portion of this case shall be stayed pending the
15 resolution of an earlier filed and active PAGA claim, entitled *Marisol Aguilera v. Constellation Brands*
16 *US Operations, Inc.*, San Joaquin County Superior Court Case No. STK-CV-UOE-2024-0011116¹ and
17 STK-CV-UOE-2025-0000808 (the "Aguilera action"). Defendant will have 30 days from the date it
18 receives notice that the stay is lifted in this case to file an answer to the First Amended Complaint.

19 DATED: March 20, 2025

DIVERSITY LAW GROUP, P.C.

20 By: /s/ Simon L. Yang

21 Larry W. Lee

22 Simon L. Yang

Attorneys for Plaintiff

23 DATED: March 20, 2025

SEYFARTH SHAW LLP

24 By: /s/ Gina Gi

25 Andrew M. Paley

26 Jill A. Porcaro

Gina Gi

Attorneys for Defendant

27
28 ¹ While Case No. STK-CV-UOE-2024-0011116 has been voluntarily dismissed without prejudice, Aguilera's PAGA claim remains pending and active in Case No. STK-CV-UOE-2025-0000808.

1
2 **[PROPOSED] ORDER**

3 Before the Court is the Parties' joint stipulation for leave to file a First Amended Complaint.
4 Good cause being shown, it is hereby ordered that Plaintiff is granted leave to file the First Amended
5 Complaint attached as Exhibit A, which shall be deemed to have been filed and served upon the Court's
6 approval of the stipulation.

7 It is further ordered that the PAGA portion of this case shall be stayed pending the resolution of
8 an earlier filed PAGA claim, entitled *Marisol Aguilera v. Constellation Brands US Operations, Inc.*,
9 San Joaquin County Superior Court Case No. STK-CV-UOE-2024-0011116² and STK-CV-UOE-2025-
10 0000808. Defendant will have 30 days from the date it receives notice that the stay is lifted in this case
11 to file an answer to the First Amended Complaint.

12 IT IS SO ORDERED this 26th day of March 2025.

13
14 **ROBERT T. WATERS**

15 Judge of the Superior Court
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28 ² While Case No. STK-CV-UOE-2024-0011116 has been voluntarily dismissed without prejudice, Aguilera's PAGA claim is pending and active in Case No. STK-CV-UOE-2025-0000808.

EXHIBIT A

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Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

CHRISTOPHER ALBRO, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

CONSTELLATION BRANDS U.S.
OPERATIONS, INC., a New York corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2024-0012452

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT**

- (1) Unpaid Sick Pay Wages
(Lab. Code §§ 201-204, 233, 246);
- (2) Unpaid Vacation Wages
(Lab. Code §§ 203, 227.3); and
- (3) Inaccurate Itemized Wage Statements
(Lab. Code § 226(a));
- (4) Unfair or Unlawful Business Practices
(Bus. & Prof. Code §§ 17200 et seq.); and
- (5) Violations of the California Labor Code
(Lab. Code §§ 2698 et seq.)

DEMAND OVER \$25,000.00

1 On behalf of himself and other similarly situated current and former employees of Defendants,
2 and as a proxy for the State of California, Plaintiff, Christopher Albro, submits this First Amended
3 Class and Representative Action Complaint against Defendant, Constellation Brands U.S. Operations,
4 Inc., and Does 1 through 50 (collectively, "Defendants").

5 INTRODUCTION

6 1. This class and representative action challenges systemic employment practices resulting
7 in violations of the California Labor Code against individuals who worked for Defendants. Plaintiff is
8 informed and believes that Defendants have jointly and severally acted intentionally and with deliberate
9 indifference and conscious disregard to the rights of employees by failing to pay all sick pay wages,
10 failing to pay all vacation pay wages, failing to timely pay all wages during employment or upon
11 termination of employment, and failing to provide complete and accurate itemized wage statements.
12 The Complaint seeks damages, penalties, and other relief pursuant to, among other provisions, Labor
13 Code sections 201-204, 210, 218, 218.5, 218.6, 226, 227.3, 233, 246, and 2698 et seq., and the Unfair
14 Competition Law, codified at Business and Professions Code sections 17200 et seq. (the "UCL").¹

15 2. Defendants routinely underpay sick pay wages. Plaintiff and other non-exempt
16 employees earn non-base hourly wages or other non-hourly, non-discretionary remuneration, including
17 for example shift differentials. Defendants fail to consider such wages when paying sick pay wages.
18 Rather than pay sick pay wages at the regular rate of pay, Defendants underpay sick pay wages to
19 Plaintiff and other non-exempt employees at their base rates of pay.

20 3. Defendants also routinely underpay final vacation wages. As discussed above, Plaintiff
21 and other non-exempt employees earn non-base hourly wages or other non-hourly, non-discretionary
22 remuneration, including for example shift differentials. Defendants fail to consider such wages when
23 paying final vacation wages. Rather than pay final vacation wages at the final rate, Defendants underpay
24 final vacation wages to Plaintiff and other non-exempt employees at their base rates of pay.

25 4. Because Plaintiff and other non-exempt employees are not paid sick pay wages at their
26 regular rates and final vacation wages at their final rates, Defendants routinely fail to timely pay
27 Plaintiff and other non-exempt employees all wages during employment or upon separation of
28

¹ Except as otherwise noted, all "Section" references are to the Labor Code.

1 employment. Moreover, Defendants also routinely fail to furnish wage statements that accurately show
2 and itemize all applicable hourly rates in effect during the pay period, gross wages earned, and net
3 wages earned.

4 5. In addition, Defendants also routinely fail to provide accurate itemized wage statements
5 to Plaintiff and other employees for non-derivative reasons. First, whenever overtime wages are paid to
6 Plaintiff and other non-exempt employees, Defendants issue wage statements that fail to accurately
7 itemize and show the total hours worked. Moreover, when the hours shown on the wage statements are
8 added up, the sum also does not equal the total hours worked. Second, Defendants issue wage
9 statements to Plaintiff and all other employees that do not itemize and show the name of the legal entity
10 that is the employer. Instead, “Constellation Brands U.S. Oper”—an entity which is not among the
11 corporations, limited liability companies, and limited partnerships of record with the California
12 Secretary of State—is shown on wage statements.

13 6. Plaintiff is informed and believes that Defendants have engaged in, among other things, a
14 system of willful violations of the Labor Code by creating and maintaining policies, practices, and
15 customs that knowingly deny its employees the above stated rights and benefits.

16 7. The policies, practices, and customs of Defendants result in unjust enrichment of
17 Defendants and an unfair business advantage over businesses that comply with the Labor Code.

18 JURISDICTION AND VENUE

19 8. The Complaint seeks relief exceeding \$25,000.00. The Court has jurisdiction of
20 Defendants’ violations of Sections 201-204, 226, 227.3, 233, and 246, and the UCL.

21 9. Venue is proper in the County of San Joaquin. Plaintiff worked for Defendants in
22 Acampo, California.

23 PARTIES

24 10. In May 2024, Plaintiff began working for Defendants as a Bottling Operator and worked
25 in California for Defendants for 30 or more days within a year. Until his employment ended in August
26 2024, Plaintiff was paid on an hourly basis as a non-exempt employee and earned non-base hourly
27 wages or other non-hourly, non-discretionary remuneration, including for example shift differentials.
28 Throughout his employment, Plaintiff accrued and actually used sick leave. When sick leave was used

1 in workweeks that Plaintiff earned non-base hourly wages or other non-hourly, non-discretionary
2 remuneration in addition to his base hourly wages, sick pay wages were paid at Plaintiff's base rate of
3 pay rather than his regular rate of pay. Throughout his employment, Plaintiff also accrued vacation.
4 When Plaintiff's employment ended, Plaintiff was not paid accrued vacation wages at his final rate.
5 Plaintiff was not timely paid all due wages during employment or upon separation of employment and
6 also was not provided with accurate itemized wage statements. Plaintiff thus is a victim of the policies,
7 practices, and customs of Defendants complained of in this action in ways that have deprived his of the
8 rights guaranteed by the Labor Code and the UCL.

9 11. Plaintiff is informed and believes that Constellation Brands U.S. Operations, Inc. was
10 and is a New York corporation. Plaintiff is informed and believes that at all times herein mentioned
11 named defendants and Does 1 through 50, were and are corporations, business entities, individuals, or
12 partnerships that are and were licensed to do business and actually doing business in the State of
13 California. Based upon all the facts and circumstances incident to Defendants' business, Defendants are
14 subject to Sections 201-204, 226, 227.3, 233, and 246, and the UCL.

15 12. Plaintiff does not know the true names or capacities of the defendants sued herein as
16 Does 1 through 50, whether individual, partner, or corporate, and for that reason, said defendants are
17 sued under such fictitious names. Plaintiff prays for leave to amend this Complaint when the true names
18 and capacities are known. Plaintiff is informed and believes that each of said fictitious defendants was
19 responsible in some way for the matters alleged herein and proximately caused the illegal employment
20 practices, wrongs, and injuries complained of herein.

21 13. At all times mentioned herein, each of said Defendants participated in the doing of the
22 acts alleged herein. Defendants, and each of them, were the agents, servants, or employees of each of
23 the other Defendants, as well as the agents of all Defendants, and were acting within the course and
24 scope of said agency and employment.

25 14. Plaintiff is informed and believes that at all times material hereto, each of said
26 Defendants was the agent, employee, alter ego, or joint venturer of, or was working in concert with,
27 each of the other Defendants and was acting within the course and scope of such agency, employment,
28 joint venture, or concerted activity. To the extent said acts, conduct, or omissions were perpetrated by

1 certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, or
2 omissions of the acting Defendants.

3 15. Plaintiff is informed and believes that at all times material hereto each of the Defendants
4 (i) aided and abetted the acts and omissions of each of the other Defendants in proximately causing the
5 alleged harms, or (ii) were members of, engaged in, and acting within the course and scope of, and in
6 pursuance of, a joint venture, partnership, or common enterprise.

7 CLASS ACTION ALLEGATIONS

8 16. **Definition:** Pursuant to Code of Civil Procedure section 382, Plaintiff seeks class
9 certification of the following classes: (i) all current and former non-exempt employees of Defendants in
10 the State of California who have been paid sick pay wages in a workweek since September 25, 2020, in
11 which they also earned non-base hourly wages or other non-hourly, non-discretionary remuneration,
12 including for example shift differentials (the "Sick Pay Class"); (ii) all current and former non-exempt
13 employees of Defendants in the State of California who have been paid final vacation wages in a
14 workweek since September 25, 2020, in which they also earned non-base hourly wages or other non-
15 hourly, non-discretionary remuneration, including for example shift differentials (the "Final Rate
16 Class"); and (iii) all current and former employees of Defendants in the State of California who have
17 been paid wages since September 25, 2023 (the "Wage Statement Class"). The Sick Pay Class, Final
18 Rate Class, and Wage Statement Class are collectively referred to as the "Class."

19 17. **Numerosity and Ascertainability:** The members of the Class are so numerous that
20 joinder of all members would be impractical, if not impossible. The identities of the members of the
21 Class are readily ascertainable by review of Defendants' records, including payroll records. Plaintiff is
22 informed and believes that Defendants violated Sections 201-204, 226, 227.3, 233, and 246, and the
23 UCL against Plaintiff and the Class by failing to pay all sick pay wages, failing to pay all final vacation
24 wages, failing to timely pay all wages during employment or upon separation of employment, and
25 failing to provide complete and accurate itemized wage statements.

26 18. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to
27 represent fairly and adequately the interests of the Class defined above. Plaintiff's attorneys are ready,
28 willing, and fully and adequately able to represent Plaintiff and the Class. Plaintiff's attorneys have

1 prosecuted and settled wage-and-hour class actions in the past and continue to litigate numerous wage-
2 and-hour class actions currently pending in California state and federal courts.

3 19. **Common Question of Law and Fact:** There are predominant common questions of law
4 and fact and a community of interest amongst the claims of Plaintiff and of the Class. Plaintiff is
5 informed and believes that Defendants uniformly administer a corporate policy and practice of routinely
6 failing to pay all sick pay wages, to pay all final vacation wages, to timely pay all wages during
7 employment or upon separation of employment, or to provide complete and accurate itemized wage
8 statements.

9 20. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the Class
10 in that Plaintiff suffered the alleged harms in a similar and typical manner as other members of the Class
11 suffered. As with other members of the Class, Plaintiff was paid on an hourly basis as a non-exempt
12 employee and also earned non-base hourly wages or other non-hourly, non-discretionary remuneration,
13 including for example shift differentials. When sick leave was used in workweeks that Plaintiff earned
14 non-base hourly wages or other non-hourly, non-discretionary remuneration in addition to his base
15 hourly wages, sick pay wages were paid at Plaintiff's base rate of pay rather than his regular rate of pay.
16 When Plaintiff's employment ended, Plaintiff was not paid accrued vacation wages at his final rate.
17 Plaintiff was not timely paid all due wages during employment or upon separation of employment and
18 also was not provided with accurate itemized wage statements. Plaintiff thus is a member of the Class
19 and has suffered the alleged violations of the Labor Code.

20 21. The Labor Code is broadly remedial in nature. Its laws serve an important public interest
21 in establishing minimum working conditions and requirements in California. These labor standards
22 protect employees from onerous terms and conditions of employment or exploitation by employers who
23 have superior economic and bargaining power.

24 22. The nature of this action and the format of laws available to Plaintiff and members of the
25 Class make the class action format a particularly efficient and appropriate procedure to redress the
26 wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate
27 Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and
28 overwhelm the limited resources of each individual plaintiff with their vastly superior financial and

1 legal resources. Requiring each member of the Class to pursue an individual remedy would also
2 discourage the assertion of lawful claims by employees who would be disinclined to file an action
3 against their former or current employer for real and justifiable fear of retaliation and permanent
4 damage to their careers at their current or subsequent employment.

5 23. The prosecution of separate actions by individual members of the Class, even if possible,
6 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual
7 members of the Class that would establish potentially incompatible standards of conduct for
8 Defendants, or (b) adjudications with respect to individual members of the Class that would, as a
9 practical matter, be dispositive of, or substantially impair or impede the ability to protect, the interests
10 of other members of the Class not parties to the adjudications. Further, the claims of the individual
11 members of the Class are not sufficiently large to warrant vigorous individual prosecution considering
12 the concomitant costs and expenses.

13 24. Defendants' pattern, practice, and uniform administration of corporate policy in violation
14 of the Labor Code is unlawful. Proof of a common business practice or factual pattern will establish the
15 rights of Plaintiff and the Class under Sections 201-204, 210, 218, 218.5, 218.6, 226, 227.3, 233, and
16 246, applicable IWC Wage Orders, the UCL, and Code of Civil Procedure section 1021.5 to recover
17 damages and restitution, including unpaid wages and interest thereon, applicable penalties, reasonable
18 attorneys' fees, and costs of suit.

19 25. This action is brought for the benefit of the Class, which is commonly entitled to a
20 specific fund with respect to the compensation illegally and unfairly retained by Defendants. The Class
21 is commonly entitled to restitution of those funds being improperly withheld by Defendant.

22 **FIRST CAUSE OF ACTION**

23 **Unpaid Sick Pay Wages (Lab. Code §§ 201-204, 233, 246)**

24 **(By Plaintiff and the Sick Pay Class Against All Defendants)**

25 26. The preceding paragraphs are re-alleged and incorporated by this reference.

26 27. Section 233 provides that an employer must permit an employee to use accrued sick leave
27 in accordance with Section 246.5 at the employee's then current rate of entitlement. Section 246
28 provides that an employee is entitled to sick pay wages for use of accrued sick leave pursuant to Section

1 246.5. Specifically, once accrued sick leave is used as paid sick time, an employee has a vested right to
2 sick pay wages, which an employer must calculate and compensate based on one of two calculations: (i)
3 "Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of
4 pay for the workweek in which the employee uses paid sick time, whether or not the employee actually
5 works overtime in that workweek," or (ii) "Paid sick time for nonexempt employees shall be calculated
6 by dividing the employee's total wages, not including overtime premium pay, by the employee's total
7 hours worked in the full pay periods of the prior 90 days of employment." Under Sections 204, 218, and
8 233, employees may sue to recover underpaid sick pay wages as damages.

9 28. As a matter of policy and practice, Defendants pay sick pay wages to Plaintiff and the
10 Sick Pay Class at the incorrect rate of pay. Plaintiff and the Sick Pay Class regularly use accrued sick
11 leave in workweeks in which they also earn non-base hourly wages or other non-hourly, non-
12 discretionary remuneration, including for example shift differentials. As a matter of policy and practice,
13 Defendants pay sick pay wages to Plaintiff and the Sick Pay Class at the base hourly rate of pay, as
14 opposed to the regular rate of pay, which would consider all non-base hourly wages or other non-hourly,
15 non-discretionary remuneration in addition to base hourly wages, or the rate resulting from dividing the
16 employee's total wages, not including overtime premium pay, by the employee's total hours worked in
17 the full pay periods of the prior 90 days of employment. As a result, Defendants underpay sick pay
18 wages to Plaintiff and the Sick Pay Class.

19 29. Section 204 provides that wages generally are due and payable twice during each
20 calendar month and are to be paid no later than the payday for the next regular payroll period. Consistent
21 with Section 204, Section 246 specifically requires that, upon use of accrued sick leave, vested sick pay
22 wages are due and to be paid no later than the payday for the next regular payroll period after accrued
23 sick leave is used as paid sick time. Similarly, Section 201 provides that if an employer discharges an
24 employee, wages earned and unpaid at the time of discharge are due and payable immediately. Section
25 202 provides that an employee is entitled to receive all unpaid wages no later than 72 hours after an
26 employee quits his or her employment, unless the employee has given 72-hour notice of his or her
27 intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. The
28 Labor Code penalizes untimely payments. For example, Section 203 provides that if an employer

1 willfully fails to pay wages owed in accordance with Sections 201 and 202, then the wages of the
2 employee shall continue as a penalty from the due date, and at the same rate until paid, but the wages
3 shall not continue for more than thirty (30) days. Likewise, Section 210 provides penalties for violations
4 of Section 204 and untimely payments during employment. Under Sections 203, 210, and 218,
5 employees may sue to recover applicable penalties.

6 30. As alleged herein and as a matter of policy and practice, Defendants routinely underpay
7 sick pay wages and thus do not timely pay Plaintiff and the Sick Pay Class all owing and underpaid sick
8 pay wages. As a result, Defendants violate Sections 201-204, 210, 233, and 246, among other Labor
9 Code provisions. Plaintiff is informed and believe that Defendants were advised by skilled lawyers and
10 knew, or should have known, of the mandates of the Labor Code as it relates to Plaintiff's allegations,
11 especially since the California Supreme Court has explained that "[c]ourts have recognized that 'wages'
12 also include those benefits to which an employee is entitled as a part of his or her compensation,
13 including money, room, board, clothing, vacation pay, and sick pay." *Murphy v. Kenneth Cole Prods.,*
14 *Inc.*, 40 Cal. 4th 1094, 1103 (2007) (emphasis added). Because Defendants willfully fail to timely pay
15 Plaintiff and the Sick Pay Class all sick pay wages due, Defendants are subject to applicable penalties.

16 31. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
17 entitles Plaintiff and the Sick Pay Class to recover underpaid sick pay wages, including interest thereon,
18 applicable penalties, attorneys' fees, and costs of suit.

19 SECOND CAUSE OF ACTION

20 Unpaid Vacation Wages (Lab. Code §§ 203, 227.3)

21 (By Plaintiff and the Final Rate Class Against All Defendants)

22 32. The preceding paragraphs are re-alleged and incorporated by this reference.

23 33. Under California law, the right to a paid vacation, when offered in an employer's policy
24 or contract of employment, constitutes deferred wages for services rendered. Once the right to a paid
25 vacation vests, it becomes part of the consideration earned by the employee and is a protected right
26 under Section 227.3. *See Suastez v. Plastic Dress-Up Co.*, 31 Cal. 3d 774, 780 (1982). Section 227.3
27 specifically provides that where an employee is terminated without having taken off his or her vested
28

1 vacation time, all vested vacation shall be paid to said employee as wages at the final rate of pay upon
2 termination.

3 34. As a matter of policy and practice, during their employment with Defendants, Plaintiff
4 and the Final Rate Class earned the right to vacation wages. As a matter of policy and practice,
5 whenever Plaintiff and the Final Rate Class earned non-base hourly wages or other non-hourly, non-
6 discretionary remuneration, including for example shift differentials, in the same workweek in which
7 they were paid their final vacation wages, Defendants failed to pay unused vacation wages to Plaintiff
8 and the Final Rate Class at their final rates. Such conduct is a direct violation of Section 227.3.

9 35. Moreover, Section 203 provides that, if any employer fails to pay any of the wages owed
10 to an employee who is discharged or quits, the wages of the employee shall continue as a penalty from
11 the due date thereof at the same rate until paid or until an action therefore is commenced, for up to thirty
12 (30) days. Defendants' failure to fully compensate Plaintiff and the Final Rate Class their accrued and
13 unused vacation balances constitutes a knowing and willful seizure of Plaintiff and the Class's vested
14 vacation wages. As a result, Defendants are liable to Plaintiff and the Class for waiting time penalties
15 pursuant to Section 203, up to a maximum of thirty (30) days.

16 36. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
17 entitles Plaintiff and the Final Rate Class to recover vacation wages, including interest thereon,
18 applicable penalties, attorneys' fees, and costs of suit.

19 **THIRD CAUSE OF ACTION**

20 **Inaccurate Itemized Wage Statements (Lab. Code § 226(a))**

21 **(By Plaintiff and the Wage Statement Class Against All Defendants)**

22 37. The preceding paragraphs are re-alleged and incorporated by this reference.

23 38. Section 226(a) requires an employer to furnish to its employees itemized wage
24 statements that show accurate information, including without limitation, all applicable hourly rates in
25 effect during the pay period, gross wages earned, net wages earned, total hours worked, and the name of
26 the legal entity that is the employer.

27 39. Defendants fail to provide accurate itemized wage statements to Plaintiff and the Wage
28 Statement Class. Because of the above violations and as a matter of policy and practice, Defendants fail

1 to furnish Plaintiff and the Wage Statement Class with wage statements that accurately show the
2 applicable hourly rates in effect during the pay period, gross wages earned, and net wages earned.

3 40. As a matter of policy and practice, Defendants also failed to provide accurate itemized
4 wage statements whenever Plaintiff and the Wage Statement Class were paid overtime wages.
5 Specifically, whenever overtime wages are paid to Plaintiff and the Wage Statement Class, Defendants
6 issue wage statements that do not itemize and show the total hours worked. Moreover, when the hours
7 shown on the wage statements are added up, the sum also does not equal the total hours worked.

8 41. As a matter of policy and practice, Defendants also failed to provide accurate itemized
9 wage statements to Plaintiff and the Wage Statement Class. Defendants issue wage statements to
10 Plaintiff and the Wage Statement Class that do not itemize and show the name of the legal entity that is
11 the employer. Instead, "Constellation Brands U.S. Oper"—an entity which is not among the
12 corporations, limited liability companies, and limited partnerships of record with the California
13 Secretary of State—is shown on wage statements.

14 42. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
15 entitles Plaintiff and the Wage Statement Class to recover applicable penalties, attorneys' fees, and costs
16 of suit.

17 **FOURTH CAUSE OF ACTION**

18 **Unfair or Unlawful Business Practices (Bus. & Prof. Code §§ 17200 et seq.)**

19 **(By Plaintiff, the Sick Pay Class, and Final Rate Class Against All Defendants)**

20 43. The preceding paragraphs are re-alleged and incorporated by this reference.

21 44. Plaintiff is informed and believes that at Defendants have engaged and continue to
22 engage in unfair and unlawful business practices in California by utilizing the employment policies and
23 practices alleged herein, including the failure to pay all sick pay wages and the failure to pay all final
24 vacation wages.

25 45. Defendants' utilization of such unfair and unlawful business practices constitutes unfair
26 and unlawful competition and provides an unfair advantage over Defendants' competitors, as proscribed
27 by the UCL. Defendants have deprived Plaintiff and the Class of the minimum working condition
28 standards and conditions due to them under the Labor Code and applicable IWC Wage Orders.

1 46. Such a pattern, practice, and uniform administration of corporate policy is unlawful and
2 entitles Plaintiff and the Class to full restitution of all monies withheld, acquired, or converted by means
3 of the unfair practices complained of herein, including interest thereon, attorneys' fees, and costs of suit.

4 **FIFTH CAUSE OF ACTION**

5 **Violations of California Labor Code (Lab. Code §§ 2698 et seq.)**

6 **(By Plaintiff as a Proxy for the State Against All Defendants)**

7 47. The preceding paragraphs are re-alleged and incorporated by this reference.

8 48. Pursuant to the Labor Code Private Attorneys General Act of 2004, Labor Code §§ 2698
9 et seq. ("PAGA"), Plaintiff brings this cause of action as a proxy for the State of California. In this
10 capacity, Plaintiff would seek penalties for Defendants' violations of Sections 201-204, 226, 227.3, 233,
11 and 246 against all aggrieved employees. As stated herein, Defendants fail to (i) pay all sick pay wages,
12 (ii) pay all vacation pay wages, (iii) timely pay all wages during employment or upon termination of
13 employment, and (iv) provide complete and accurate itemized wage statements. Under Section 2699(c),
14 Plaintiff is an "aggrieved employee," as one or more of the alleged violations was committed against
15 Plaintiff as an employee of Defendants.

16 49. On or about September 24, 2024, Plaintiff sent written notice to the Labor & Workforce
17 Development Agency ("LWDA") of specific facts and theories for Defendants' above violations.
18 Plaintiff simultaneously sent written notice to Defendants via certified mail. As of the date of the filing
19 of this Complaint, the LWDA has neither responded nor indicated that it intends to investigate the
20 allegations in the written notice.

21 50. As such, pursuant to Section 2699(a), (f), and (g), Plaintiff seeks recovery of all
22 applicable penalties pursuant to Section 2699(a), (f), and (g) for Defendants' violations against all
23 aggrieved employees for the period described above.

24 **PRAYER FOR RELIEF**

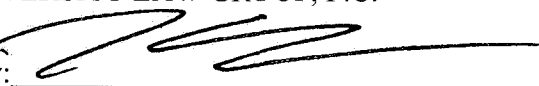
25 WHEREFORE, Plaintiff prays for judgment for himself and all others on whose behalf this suit
26 is brought against Defendants, jointly and severally, as follows:

- 27 1. For an order certifying the proposed Classes;
- 28 2. For an order appointing Plaintiff as the representative of the Classes;

- 1 3. For an order appointing Counsel for Plaintiff as Class Counsel;
- 2 4. Upon the First Cause of Action for damages, including unpaid wages and interest
- 3 thereon, penalties, and attorneys' fees and costs;
- 4 5. Upon the Second Cause of Action for damages, including unpaid wages and interest
- 5 thereon, penalties, and attorneys' fees and costs;
- 6 6. Upon the Third Cause of Action for penalties, actual damages, and attorneys' fees and
- 7 costs;
- 8 7. Upon the Fourth Cause of Action for restitution of all funds unlawfully acquired by
- 9 Defendants by any acts or practices declared to be in violation of the UCL, including interest thereon,
- 10 and for attorneys' fees and costs;
- 11 8. Upon the Fifth Cause of Action for penalties pursuant to Section 2699(a), (f), and (g),
- 12 and for attorneys' fees and costs;
- 13 9. Upon each cause of action for attorneys' fees and costs as provided by the Labor Code,
- 14 UCL, and Code of Civil Procedure section 1021.5; and
- 15 10. For such other and further relief that the Court may deem just and proper.

16 DATED: March 20, 2025

DIVERSITY LAW GROUP, P.C.

17 By: 

18 Larry W. Lee
19 Simon L. Yang
20 Attorneys for Plaintiff
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STATE OF CALIFORNIA]
COUNTY OF LOS ANGELES]ss.

On March 20, 2025, I served the following document(s) described as: **JOINT STIPULATION FOR LEAVE TO FILE FIRST AMENDED COMPLAINT; [PROPOSED] ORDER** on the interested parties in this action as follows:

 X BY ELECTRONIC MAIL: by personally sending a true and correct copy of the above-described document(s) to the party(ies) listed above or on the attached mailing list from the e-mail server diversitylaw.com, to the electronic transmission address of the recipient(s) indicated above or on the attached mailing list. I certify that said electronic transmission was completed and that all pages were received by the party(ies) identified herein or on the attached mailing list.


Erika Mejia