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9 ALEJANDRA GUZMAN and KARLA OUIJADA,
10 individually and on behalf of other individuals employed
11 under common circumstances and facts
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN LUIS OBISPO

ALEJANDRA GUZMAN, KARLA
OUIJADA, individually and on behalf of
other individuals employed under common
circumstances and facts,

Plaintiffs,

v.

THE HACIENDA COMPANY, LLC, a
California limited liability company; AJ
SAY, an individual; and DOES 1 through
50, inclusive,

Defendants.

CASE NO. 19CV-0543

CLASS ACTION

CLASS ACTION FOR: WAGES;
PENALTIES; VIOLATION OF UNFAIR
COMPETITION LAW

1. Unpaid Minimum Wages - Lab. Code, §§ 1194, 1197, IWC Wage Order 13;
2. Nonpayment of Overtime Compensation - Lab. Code, §§ 510, 558, 1194, 1197.1, 1198, IWC Wage Order 13;
3. Premium Pay for Meal Period Violations - Lab. Code, §§ 226.7, 512, IWC Wage Order 13;
4. Premium Pay for Rest Period Violations - Lab. Code, § 226.7, IWC Wage Order 13;
5. Itemized Wage Statement Violations - Lab. Code, §§ 226, 226.3, 226.6, 1174, 1174.5;
6. Waiting Time Penalty for Nonpayment of Wages - Lab. Code §§ 201, 202, 203, 218;
7. Failure to Provide Personnel and

ELECTRONICALLY

FILED

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SAN LUIS OBISPO SUPERIOR COURT
BY Carol L. McGuirk
Carol L. McGuirk, Deputy Clerk

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|---|---|---|
| 1 |) | Payroll Records - <u>Lab. Code</u> §§ 226, |
| 2 |) | 1198.5; |
| 3 |) | 8. Failure to Indemnify for Work- |
| 4 |) | Related Expenses - <u>Lab. Code</u> § |
| 5 |) | 2802; |
| 6 |) | 9. Violation of Unfair Business |
| 7 |) | Practices - <u>Bus. & Prof. Code</u> §§ |
| 8 |) | 17200 <i>et seq.</i> ; and |
| |) | 10. Representative Action for Civil |
| |) | Penalties for Violation of the Private |
| |) | Attorneys General Act - <u>Lab. Code</u> §§ |
| |) | 2698, <i>et seq.</i> |

I. INTRODUCTION

1. Plaintiffs, ALEJANDRA GUZMAN and KARLA QUIJADA (hereinafter collectively referred to as “Plaintiffs”) bring this class action against Defendants, THE HACIENDA COMPANY, LLC, a California limited liability company, AJ SAY, an individual, and DOES 1 through 50, inclusive (hereinafter collectively referred to as “Defendants”). Plaintiffs bring this action individually and as representative plaintiffs on behalf of other individuals employed or formerly employed under common facts and circumstances.

2. This class action revolves around the systematic failure of Defendants to pay their California non-exempt employees in conformance with California labor law. Plaintiffs were employed as agricultural processing and packaging workers for Defendants. Plaintiffs allege that they have suffered injury and pecuniary loss as a result of Defendants’ failure to comply with labor laws. Defendants’ employment practices are unlawful and contrary to the public policy of the State of California.

3. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”) § 382, seeking unpaid overtime wages, unpaid minimum wages, missed meal period and rest period wages, penalties, injunctive and other equitable relief, interest, and reasonable attorney’s fees and costs, under California Labor Code §§ 201, 202, 203, 210, 226, 226.3, 226.7, 510, 512, 558, 1194, 1197.1, 1198, 2699, 2802, Industrial Welfare Commission Wage Order No. 13, Business and Professions Code §§ 17200 *et seq.*, and CCP § 1021.5 on behalf of the following proposed class:

1 Plaintiffs and all other non-exempt employees who are or have
2 been employed by Defendants or any one of them in the
3 State of California at any time since September 13, 2015.

4 4. Under California Business and Professions Code (Cal. Bus. & Prof. Code) §§
5 17200 et seq., and pursuant to both the class action and representative action procedures provided
6 for in these statutes, Plaintiffs, on behalf of themselves and proposed Class Members (hereinafter
7 sometimes collectively referred to as “Class Members,” “Employees” or “Plaintiff Class”), also
8 seek injunctive relief and restitution of all benefits Defendants have received from their unlawful
9 actions as alleged herein.

10 5. The “Class Period” is designated as the time from September 13, 2015 through the
11 trial date, based upon the allegation that the violations of California’s wage and hour laws, as
12 described more fully below, have been ongoing for at least the four years prior to the filing of this
13 Complaint. During the Class Period, Defendants have had a consistent policy and/or practice of:
14 (1) not paying employees for all hours worked; (2) not compensating employees for all hours
15 worked at the appropriate overtime wage rate; (3) denying meal and rest periods to employees;
16 (4) failing to provide employees with accurate and complete itemized wage statements required
17 by law; (5) failing to pay wages due at employment termination in a timely manner; (6) failing to
18 reimburse employees for necessary expenditures, (7) failing to maintain adequate time records
19 and to provide employees with paycheck deduction statements that accurately show the number
20 of hours that they worked or otherwise conformed to the requirements of the Labor Code.

21 6. Plaintiffs, for themselves individually and on behalf of the Plaintiff Class, also
22 seek injunctive relief requiring each Defendant to comply with all applicable California Labor
23 Laws and regulations in the future and preventing each Defendant from engaging in and
24 continuing to engage in unlawful and unfair business practices. Plaintiffs also seek declaratory
25 relief enumerating Defendants’ violations so Defendants and the general public will have clarity
26 and guidance with regard to Defendants’ future employment practices.

27 **II. JURISDICTION AND VENUE**

28 7. This Court has jurisdiction over all causes of action asserted herein pursuant to the

1 California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in
2 all cases except those given to other trial courts. The Court also has jurisdiction over certain
3 causes of action pursuant to Business and Professions Code §§ 17203 and 17204, which provide
4 for exclusive jurisdiction for enforcement of this statute in any court of competent jurisdiction.

5 8. Venue in this County is proper under Code of Civil Procedure §§ 395(a) and
6 395.5 and under Business & Professions Code § 17203 because Defendants conducted
7 substantial business in San Luis Obispo County, Defendants' unlawful conduct occurred in part
8 in San Luis Obispo County, and Defendants' liability arose in part in San Luis Obispo County.

9 III. PARTIES

10 9. Plaintiffs were employed as non-exempt employees by Defendants during all
11 times relevant. Each and every plaintiff is an individual who, at all times relevant herein, has
12 been employed by Defendants during the Class Period. As a result of the labor violations and
13 Defendants' practices described herein, Plaintiffs have suffered injury in fact and have lost
14 money or property.

15 10. Plaintiffs are informed and believe and on that basis allege that Defendants
16 cultivate and process for distribution cannabis (marijuana) in San Luis Obispo County, State of
17 California. Defendants employed the Plaintiff Class during the Class Period.

18 11. Defendant THE HACIENDA COMPANY, LLC ("Defendant HACIENDA") is a
19 California limited liability company, who at all times relevant herein, is and was authorized to
20 conduct business in the State of California, with its principal place of business in Nipomo,
21 California, County of San Luis Obispo, State of California.

22 12. Defendant AJ SAY is an individual who, at all times relevant herein, worked in or
23 around the City of Nipomo and County of San Luis Obispo, State of California. During the entire
24 relevant statutory period, Defendant AJ SAY exercised control over the Plaintiff Class wages,
25 hours, and working conditions. Defendant AJ SAY had the power to hire and fire the Plaintiff
26 Class, supervised the Plaintiff Class, determined the Plaintiff Class pay rate, and maintained
27 employment records. Defendant AJ SAY is an employer within the meaning of section 3(d) of
28 the FLSA, 29 U.S.C. § 203(d), and IWC Wage Order 13 §§ 1 and 2, in that he directly or

1 indirectly employed or exercised control over wages, hours, and working conditions of the
2 Plaintiff Class. Alternatively, Defendant AJ SAY is a “person acting on behalf of an employer
3 who violates, or causes to be violated, a section of this chapter or any provision regulating hours
4 and days of work in any order” pursuant to Labor Code sections 558 and 558.1.

5 13. At all times relevant herein, the Plaintiff Class’ wages, hours, and working
6 conditions were governed by Industrial Welfare Commission Order No. 13 regulating Wages,
7 Hours and Working Conditions in the Industries Preparing Agricultural Products for Market, On
8 the Farm, and its predecessor wage orders (collectively “Wage Order 13”).

9 14. Defendants directly or indirectly or through an agent or other person, exercise
10 control or exercised control over the Plaintiff Class’ wages, hours, and working conditions.

11 15. Defendants directly or indirectly or through an agent or other person, engaged,
12 suffered, or permitted Plaintiffs and other members of the Plaintiff Class to work.

13 16. Plaintiffs are ignorant of the true names or capacities of the Defendants sued
14 herein under the fictitious names of DOES 1 through 50, inclusive, and therefore sues
15 Defendants under such fictitious names. Plaintiffs will amend this complaint to allege the true
16 names or capacities of these Defendants once they have been ascertained. Plaintiffs are informed
17 and believe and thereon allege that each Defendant is responsible in some manner for the
18 occurrences herein alleged, and that the damages herein alleged were actually and proximately
19 caused by each Defendant’s conduct.

20 17. Plaintiffs are informed and believe and thereon allege that at all times mentioned
21 herein, Defendants, including DOES, were acting as the agent of every other Defendant, and all
22 acts alleged to have been committed by any Defendant were committed on behalf of every other
23 Defendant; and, at all times mentioned herein, each alleged act was committed by each
24 Defendant and/or agent, servant, or employee of each Defendant, and each Defendant directed,
25 authorized or ratified each such act. Plaintiffs are informed and believe and thereon allege that
26 each Defendant, including DOES, was the agent, employee, coconspirator, business affiliate,
27 subsidiary, parent entity, owner and/or joint venturer of each other Defendant; and, in causing the
28 injuries herein alleged, each Defendant was acting at least in part within the course and scope of

1 such agency, employment, conspiracy, joint employment, alter ego status, or joint venture, and
2 with the permission and consent of each of the other Defendants.

3 IV. FACTUAL ALLEGATIONS

4 A. Allegations of Class Representatives

5 18. Defendants employed Plaintiff ALEJANDRA GUZMAN to work for Defendants
6 from on or about December 10, 2017 to on or about September 13, 2018. Plaintiff was employed
7 as a non-exempt "roller," whose job duties included, but were not limited to, rolling marijuana
8 for packaging.

9 19. Defendants employed Plaintiff KARLA QUIJADA to work for Defendants from
10 on or about February 13, 2018 to on or about September 13, 2018. Plaintiff was employed as a
11 non-exempt "packer," whose job duties included, but were not limited to, packing rolled
12 marijuana into boxes.

13 20. Plaintiffs are informed and believe and thereon allege that in the four years
14 preceding the filing of this complaint, each Defendant has employed other employees under the
15 same or similar circumstances as Plaintiffs. These individuals, along with Plaintiffs, are referred
16 to collectively as the Plaintiff Class in this complaint.

17 21. Throughout Plaintiffs' tenure with Defendants, Defendants scheduled Plaintiffs'
18 and other members of the Plaintiff Class' workday. Plaintiffs and other members of the Plaintiff
19 Class are or were instructed and required to report to work at Defendants' places of business to
20 work. Plaintiffs worked various shifts, typically scheduled for eight (8) hours a day, five (5) days
21 a week, but actual hours worked varied.

22 22. Defendants have failed to pay Plaintiffs and, on information and belief, other
23 members of the Plaintiff Class, the correct minimum wages for all hours worked in a shift and at
24 the required minimum wages rate. Plaintiffs and other members of the Plaintiff Class had to
25 clock out at the end of their shifts and continue to work off the clock, in order to complete all the
26 work assigned. As a result, Defendants have failed to pay Plaintiffs and, on information and
27 belief, other members of the Plaintiff Class with correct minimum wages for all regular hours
28 worked for Defendants.

1 23. Defendants have failed to pay Plaintiffs and, on information and belief, other
2 members of the Plaintiff Class correct overtime wages for all hours worked in excess of eight (8)
3 hours in one day, forty (40) hours in a workweek, at the required overtime rate. Frequently
4 Plaintiffs and other member of Plaintiff Class had to clock out at the end of their eight (8) hour
5 shift and continue to work off the clock, in order to complete all the work assigned. As a result,
6 Defendants have failed to pay Plaintiffs and, on information and belief, other members of the
7 Plaintiff Class with correct overtime wages for all overtime hours worked for Defendants.

8 24. Defendants have failed to provide Plaintiffs and, on information and belief, other
9 members of the Plaintiff Class with a full 30 minute meal period for each workday in excess of 5
10 hours and in excess of 10 hours without a second meal period. Plaintiffs and other members of
11 the Plaintiff Class often had to work on their meal breaks. When Plaintiffs and, on information
12 and belief, other members of the Plaintiff Class miss or missed their proper meal periods, they
13 are or were not provided with additional compensation as required by California Labor Code §
14 512 and Wage Order 13.

15 25. On occasions when employees were allowed to take meal periods, Plaintiffs and,
16 on information and belief, other members of Plaintiff Class have been directed by Defendants to
17 limit and have limited all meal periods to periods less than 30 minutes. On these occasions,
18 Plaintiff Class often had to perform work during their reduced meal period time. As a result,
19 most purported meal periods were insufficient to constitute a meal period pursuant to California
20 Labor Code § 512.

21 26. Defendants have failed to provide Plaintiffs and, on information and belief, other
22 members of the Plaintiff Class rest periods based on the total hours worked daily at the rate of ten
23 (10) minutes net rest time per four (4) hours or major fraction thereof. When Plaintiffs and, on
24 information and belief, other members of the Plaintiff Class missed their proper rest periods they
25 were not provided with additional compensation pursuant to Labor Code § 226.7 and Wage
26 Order 13.

27 27. As a result of the above, Defendants did not pay Plaintiffs and, on information and
28 belief, other members of the Plaintiff Class for all hours worked, the correct minimum wage,

1 liquidated damages, overtime pay, and missed meal or rest periods.

2 28. Plaintiffs and, on information and belief, other members of the Plaintiff Class
3 have left the employment of Defendants and have not been paid for correct minimum wage,
4 overtime pay, and missed meal and rest periods.

5 29. Defendants either terminated the employment of Plaintiffs and, on information
6 and belief, other members of the Plaintiff Class or they voluntarily left their employment with
7 Defendants.

8 30. Defendants violated Labor Code § 201 or 202 by failing to pay Plaintiffs and, on
9 information and belief, other members of the Plaintiff Class all wages due on the date of
10 Plaintiffs' involuntary termination or within 72 hours of receipt of notice of an employee's
11 voluntary termination.

12 31. Throughout Plaintiffs' tenure with Defendants, Defendants have failed to maintain
13 or furnish time records reflecting the true hours that Plaintiffs and, on information and belief,
14 other members of the Plaintiff Class have worked, and have otherwise failed to keep and provide
15 required employment records in violation of the California Labor Code and Regulations.

16 32. The additional factual allegations below are likely to have further evidentiary
17 support after a reasonable opportunity for further investigation and discovery.

18 33. Plaintiffs, on information and belief, and other members of the Plaintiff Class are
19 aggrieved employees as defined in Labor Code § 2699.

20 34. Defendants committed the following violations of the California Labor Code
21 against Plaintiffs and, on information and belief, against other members of the Plaintiff Class:

22 a) Defendants violated Labor Code §§ 210, 216, 223, 558, 1194, 1197, 1197.1, and
23 1198, by failing to pay Plaintiffs and, on information and belief, other members of the Plaintiff
24 Class all wages due for all hours worked.

25 b) Defendants violated Labor Code §§ 510, 558, 1194, 1197, 1197.1, and provisions
26 of IWC Wage Order 13 by failing to pay minimum wage and overtime wages for all hours
27 worked, failing to keep accurate information with respect to all hours worked, including the
28 beginning and ending of each work day and meal period.

1 c) Defendants violated Labor Code §§ 512 and 558 by failing to permit and provide
2 Plaintiffs and, on information and belief, other members of the Plaintiff Class all meal and rest
3 periods in accordance with IWC Wage Order 13.

4 d) Defendants violated Labor Code §§ 201 or 202 by failing to pay Plaintiffs
5 and, on information and belief, the Plaintiff Class all wages due on the date of employees'
6 involuntary termination or within 72 hours of receipt of notice of employees' voluntary
7 termination.

8 e) Defendants violated Labor Code §§ 226.3 by failing to maintain and
9 furnish to Plaintiffs and, on information and belief, other members of the Plaintiff Class, accurate
10 time records showing all hours worked, including but not limited to the actual time worked and
11 the actual time scheduled and spent on meal breaks.

12 f) Defendants violated Labor Code §§ 1198 and 1199 by causing Plaintiffs, and on
13 information and belief, members of the Plaintiff Class to work more than the maximum hours
14 and below the standard condition of labor fixed by the commission, and to be paid a wage less
15 than the minimum fixed by the commission.

16 g) Defendants violated California Labor Code § 2802 by failing to indemnify
17 members of the Plaintiff Class for all necessary expenditures or losses incurred by members of
18 the Plaintiff Class in direct consequences of the discharge of their duties and their obedience to
19 the direction of Defendant.

20 V. CLASS ACTION ALLEGATIONS

21 35. Proposed Class. Pursuant to California Code of Civil Procedure §382,
22 Plaintiffs as Class Representatives, bring this action on their own behalf and on behalf of a class
23 comprised of: all non-exempt persons who were employed by Defendants at any time during the
24 period beginning four years prior to the filing of the complaint in this action to the present
25 ("Plaintiff Class").

26 36. Superiority of Class Action Mechanism. Class certification is appropriate because
27 Defendants have implemented a scheme that is generally applicable to the Plaintiff Class, making
28 it appropriate to issue final injunctive relief and corresponding declaratory relief with respect to

1 the Plaintiff Class as a whole. Class certification is also appropriate because the common
2 questions of law and fact predominate over any questions affecting only individual members of
3 the class. Each member of the proposed Plaintiff Class has been injured and is entitled to recover.
4 Class action treatment will allow those similarly situated persons to litigate their claims in the
5 manner that is most efficient and economical for the parties and the judicial system. Further, the
6 prosecution of separate actions against Defendants by individual class members would create a
7 risk of inconsistent or varying adjudications that would establish incompatible standards of
8 conduct for Defendants. Plaintiffs are informed and believe and thereon allege that the proposed
9 Plaintiff Class consists of more than seventy-five current and former employees. Members of the
10 class are ascertainable but so numerous that joinder is impracticable. For all these and other
11 reasons, a class action is superior to other available methods for the fair and efficient
12 adjudication of the controversy set forth in this complaint.

13 37. Community of Interest. Defendants, by their practices and policies, have violated
14 the rights of their employees under California's Unfair Competition Law (Business &
15 Professions Code §§ 17200 *et seq.*), and the California Labor Code. The questions raised by this
16 complaint are of common or general interest to the Plaintiff Class members, who have a well-
17 defined community of interest in the questions of law and fact raised in this action. On
18 information and belief, the common questions of law and fact affecting the rights of all Plaintiff
19 Class members include, but are not necessarily limited to:

- 20 a. Whether Defendants' pay practices conform to the requirements of the
21 California Labor Code;
- 22 b. Whether Defendants violated Labor Code §§ 510, 1194 and applicable
23 Wage Order 13 by failing to pay the overtime premiums owed to non-
24 exempt employees who worked in excess of eight (8) hours in one work
25 day or forty (40) hours in one work week;
- 26 c. Whether Defendants failed to pay members of the Plaintiff Class
27 their full wages when due upon termination in violation of Labor
28 Code §§ 201, 202 and 203;

- 1 d. Whether Defendants failed to pay minimum wages to members of
2 the Plaintiff Class for all hours worked, as required by Labor Code
3 §§ 1197, 1194(a), 1194.2, and the minimum wage provisions of
4 Wage Order 13;
- 5 e. Whether Defendants are required to pay liquidated damages to
6 Class members who were not paid the minimum wage for all hours
7 worked as required by Labor Code § 1194.2;
- 8 f. Whether Defendants are required to pay waiting time penalties to
9 Class members who were not paid wages due upon termination
10 during the relevant statutory period, as required by Labor Code §§
11 201, 202, and 203;
- 12 g. Whether Defendants violated Labor Code § 226.7 and the meal and rest
13 period provisions of Wage Order 13 and Labor Code § 512 and 558 by
14 failing to provide adequate off-duty meal periods and/or by failing to
15 authorize and permit members of the Plaintiff Class to take all rest periods
16 to which they were entitled;
- 17 h. Whether Defendants violated Labor Code § 226.7(b) by failing to pay
18 members of the Plaintiff Class the premium compensation mandated by
19 that statute for missed meal and rest periods;
- 20 i. Whether Defendants failed to provide accurate itemized wage
21 statements to members of the Plaintiff Class, as required by Labor
22 Code § 226;
- 23 j. Whether Defendants violated Labor Code § 1174 and the
24 record keeping provisions of applicable Wage Order 13 by failing
25 to keep accurate records of employees' hours of work and other
26 required documentation;
- 27 k. Whether Defendants violated Labor Code § 2802 by failing to indemnify
28 members of the Plaintiff Class for all necessary expenditures or losses

1 incurred by members of the Plaintiff Class in direct consequences of the
2 discharge of their duties and their obedience to the direction of
3 Defendants;

- 4 1. What relief is necessary to remedy Defendants' unfair and unlawful
5 conduct as herein alleged;
6 m. Other questions of law and fact.

7 38. Adequacy of Plaintiffs as Class Representatives. The Plaintiffs as Class
8 Representatives can adequately and fairly represent the interests of the Plaintiff Class as defined
9 above because their individual interests are consistent with, not antagonistic to, the interests of
10 the class. The claims of the Plaintiffs are typical of the claims of the class as a whole in that they
11 arise from Defendants' overall failure to conform their wage and hour practices to the
12 requirements of the California Labor Code and Wage Order 13. Each of the Plaintiffs was
13 employed by Defendants as a non-exempt worker during the relevant statutory period. Each of
14 the Plaintiffs was underpaid because of Defendants' unlawful employment policies and practices.

15 39. Adequacy Of Counsel For The Class. Counsel for Plaintiffs possess the requisite
16 resources and ability to prosecute this case as a class action and are experienced labor and
17 employment attorneys who have successfully litigated other cases and class actions involving
18 similar issues.

19 **FIRST CAUSE OF ACTION**

20 **(Unpaid Minimum Wages)**

21 **(Lab. Code §§ 1194, 1197, and IWC Wage Order 13)**

22 **(By Plaintiffs against all Defendants and DOES 1-5)**

23 40. Plaintiffs incorporate by reference paragraphs 1 through 39, inclusive, as though
24 set forth herein in full.

25 41. Labor Code sections 1194 and 1194.2 provide that any employee receiving less
26 than the legal minimum wage is entitled to recover the unpaid balance of the full amount of this
27 minimum wage compensation in a civil action plus an additional equal amount as liquidated
28 damages, interest thereon, reasonable attorney's fees, and costs of suit.

42. Plaintiffs performed work for Defendants for which they were not compensated. As such, Defendants did not pay Plaintiffs at least the minimum wage for all hours worked.

43. The amount of unpaid minimum wages will be proven at trial.

44. Plaintiffs are entitled to recover the unpaid balance of wages owed to them by Defendants, plus interest, liquidated damages, penalties, attorneys' fees, and costs.

WHEREFORE, Plaintiffs and other current and former employees request relief as described herein and below.

SECOND CAUSE OF ACTION

(Nonpayment of Overtime Compensation)

(Lab. Code §§ 510, 558, 1194, 1197.1, 1198, and IWC Wage Order 13)

(By Plaintiffs against all Defendants and DOES 6-10)

45. Plaintiffs incorporate by reference paragraphs 1 through 44 inclusive, as though set forth herein in full.

46. Labor Code section 1194 provides that any employee receiving less than the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this overtime compensation, including interest thereon, reasonable attorneys' fees, and costs of suit. Section 3(A) of Wage Order 13 requires employers to pay employees one-and-one-half (1-1/2) times their regular hourly rate for all those hours worked in excess of forty (40) hours in one work week and/or in excess of eight (8) in one work day, and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours per day, unless such employees are exempt from the requirements of Wage Order 13.

47. Plaintiffs regularly worked more than eight (8) hours per day and/or forty (40) hours per week for Defendants. Plaintiffs were not exempt from the requirements of Wage Order 13. Defendants failed to pay Plaintiffs one-and-one-half (1-1/2) times their regular hourly rate for hours worked in excess of (8) hours per day and/or forty (40) hours per week and failed to pay Plaintiffs two times their regular rate for hours worked in excess of (12) hours per day.

48. The amount of unpaid overtime wages will be proven at trial.

49. As a direct and proximate result of Defendants' conduct as alleged above, Plaintiffs are entitled to recover the unpaid balance of overtime wages owed to them by Defendants, plus interest, liquidated damages, penalties, attorneys' fees, and costs.

WHEREFORE, Plaintiffs and other current and former employees request relief as described herein and below.

THIRD CAUSE OF ACTION

(Premium Pay for Meal Period Violations)

(Lab. Code §§ 226.7, 512, and IWC Wage Order 13)

(By Plaintiffs against all Defendants and DOES 11 to 15)

50. Plaintiffs incorporate by reference paragraphs 1 through 49, inclusive, as though set forth herein in full.

51. Labor Code sections 226.7 and 512 and section 11(A) of Wage Order 13 provide that employers must provide employees with an uninterrupted 30 minute meal period by the start of the fifth hour of work and a second uninterrupted 30 minute meal period when they work more than ten hours wherein the employee is relieved of all duties. Labor Code section 226.7(c) and Section 11(D) of Wage Order 13 provides that if an employer fails to provide an employee with a thirty (30) minute meal period, the employer shall pay the employee one hour of pay for each work day that a thirty (30) minute meal period was missed.

52. Throughout Plaintiffs' employment, Defendants did not provide Plaintiffs with a (30) minute meal period by the start of the fifth hour of work or a second thirty (30) minute meal period when they worked more than ten (10) hours per day.

53. As a direct and proximate result of Defendants' conduct as alleged above, Plaintiffs have sustained damages in the amount of one hour of wages for each day they missed their meal periods. The amount of unpaid meal period penalties will be proven at trial.

WHEREFORE, Plaintiffs and other current and former employees request relief as described herein and below.

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1 **FOURTH CAUSE OF ACTION**

2 **(Premium Pay for Rest Period Violations)**

3 **(Lab. Code § 226.7, and IWC Wage Order 13)**

4 **(By Plaintiffs against all Defendants and DOES 16 to 20)**

5 54. Plaintiffs incorporate by reference paragraphs 1 through 53, inclusive, as though
6 set forth herein in full.

7 55. Labor Code § 226.7 and Section 12(A) of Wage Order 13 require employers to
8 authorize and permit employees to take a rest period of net ten (10) minutes for each four (4)
9 hours, or major fraction thereof, worked. An employer who fails to provide an employee with a
10 rest period shall pay the employee one hour of pay for each work day that a rest period was
11 missed.

12 56. Throughout their employment, Plaintiffs routinely worked in excess of four hours
13 per day but were not permitted or authorized to take a rest period of a net ten (10) consecutive
14 minutes for each four hour work period, or major fraction thereof.

15 57. As a direct and proximate result of Defendants' conduct as alleged above,
16 Plaintiffs have sustained damages in the amount of one hour of wages for each day they missed
17 their rest periods. The amount of unpaid rest period penalties will be proven at trial.

18 WHEREFORE, Plaintiffs and other current and former employees request relief as
19 described herein and below.

20 **FIFTH CAUSE OF ACTION**

21 **(Itemized Wage Statements Violations - Lab. Code § 226)**

22 **(By Plaintiffs against all Defendants and DOES 21-25)**

23 58. Plaintiffs incorporate by reference paragraphs 1 through 57, inclusive, as though
24 set forth herein in full.

25 59. Labor Code section 226 provides that every employer must furnish each employee
26 with an itemized statement of wages and deductions at the time of payment of wages.

27 60. Defendants knowingly and intentionally failed to provide Plaintiffs with accurate
28 wage statements as required by Labor Code section 226(a).

61. Plaintiffs suffered injuries because Defendants failed to pay them regular wages and overtime compensation, failed to properly notify them of all hours worked or rate of pay, and failed to pay them premium payments for rest and meal period violations.

62. Pursuant to Labor Code section 226(e) and (g), Plaintiffs seek a penalty against Defendants not exceeding an aggregate amount of \$4,000.

63. Plaintiffs have incurred and continued to incur legal expenses and attorneys' fees, and hereby request their attorneys' fees pursuant to Labor Code sections 218.5 and 226.

WHEREFORE, Plaintiffs and other current and former employees request relief as described herein and below.

SIXTH CAUSE OF ACTION

(Waiting-Time Penalty for Nonpayment of Wages - Lab. Code § 203)

(By Plaintiffs against all Defendants and DOES 26-30)

64. Plaintiffs incorporate by reference paragraphs 1 through 63, inclusive, as though set forth herein in full.

65. Labor Code § 203 provides that if an employer willfully fails to pay any wages of an employee who is discharged or quits, the wages of such employee shall continue as from the due date thereof at the same rate until paid or until an action therefor is commenced, for not more than 30 days.

66. Defendants terminated Plaintiffs' employment. More than thirty days have passed since Defendants terminated Plaintiffs' employment.

67. Defendants failed to pay all wages due to Plaintiffs upon their respective terminations.

68. As a result of Defendants' willful conduct in not paying all wages and premiums to which Plaintiffs were entitled, Plaintiffs are entitled to thirty days wages as penalty wages under Labor Code § 203 together with interest thereon and attorneys' fees and costs.

WHEREFORE, Plaintiffs and other current and former employees request relief as described herein and below.

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1 **EIGHTH CAUSE OF ACTION**

2 **(Failure to Indemnify for Work-Related Expenses - Lab. Code § 2802)**

3 **(By Plaintiffs against all Defendants and DOES 36-40)**

4 77. Plaintiffs incorporate by reference paragraphs 1 through 76, inclusive, as though
5 set forth herein in full.

6 78. Pursuant to Labor Code § 2802, employers shall indemnify their employees for all
7 necessary expenditures or losses incurred by the employees in direct consequence of the
8 discharge of their duties or their obedience to the directions of the employer.

9 79. Throughout their employment, Plaintiffs worked in high temperatures in an
10 enclosed facility without suitable drinking water. Plaintiffs were required by Defendants to
11 expend monies in direct consequence of the discharge of their duties or their obedience to the
12 directions of their employer for drinking water. Defendants failed to indemnify Plaintiffs for such
13 expenses incurred.

14 80. As a direct and proximate result of Defendants' conduct as alleged above,
15 Plaintiffs have sustained damages in the amount of the monies expended by them in direct
16 consequence of the discharge of their duties or of their obedience to the directions of the
17 employer for drinking water. The amount of unreimbursed expenses will be proven at trial.

18 WHEREFORE, Plaintiffs and other current and former employees request relief as
19 described herein and below.

20 **NINTH CAUSE OF ACTION**

21 **(Unfair Business Practices - Bus. & Prof. Code §§ 17200 *et seq.*)**

22 **(By Plaintiff against all Defendants and DOES 41-45)**

23 81. Plaintiffs incorporate by reference paragraphs 1 through 80, inclusive, as though
24 set forth herein in full.

25 82. Plaintiffs bring this action for themselves and on behalf of the People of the State
26 of California under the provisions of Business & Professions Code §§ 17200 *et seq.* Among the
27 persons adversely affected by the unfair business practices of Defendants as alleged herein are all
28 Defendants' employees who did not receive the lawful minimum or overtime wages, meal or rest

1 period premiums, timely payment of wages and contractual wages, to which they were entitled.

2 83. A representative action pursuant to Business & Professions Code §§ 17200,
3 17203, and 17204 on behalf of the general public is appropriate and necessary because
4 Defendants did not provide their employees with the lawful minimum or overtime wages, meal
5 or rest period premiums, timely payment of wages and contractual wages, as a general business
6 practice contrary to the law of the State of California.

7 84. As described above, Defendants have violated the following California laws:

8 a. violation of California Labor Code § 201 by failing to pay all wages
9 earned and unpaid at the time of Plaintiffs' or other former employees' discharge from
10 employment by Defendants;

11 b. violation of California Labor Code § 202 by failing to pay all wages
12 earned and unpaid within 72 hours of the time of quitting by Plaintiffs or other former employees
13 from their employment by Defendants;

14 c. violation of California Labor Codes §§ 204 and 210 for failure to pay
15 wages due;

16 d. violation of California Labor Code §§ 216 and 225.5 by willfully refusing
17 to pay wages due and payable after demand was made while having the ability to pay, and by
18 falsely denying the amount or validity thereof, or that the same is due, with intent to secure for
19 themselves any discount upon such indebtedness, and with intent to annoy, harass, oppress,
20 hinder, delay, or defraud, Plaintiffs or other current and former employees to whom such
21 indebtedness is due;

22 e. violation of California Labor Code § 223 by secretly paying a lower wage
23 to Plaintiffs or other current and former employees while purporting to pay the wage designated
24 by statute or by contract;

25 f. violation of California Labor Code § 226.3 by failing to provide Plaintiffs
26 or other current and former employees with accurate wage statements;

27 g. committing a misdemeanor in violation of California Labor Code § 226.6
28 by knowingly and intentionally violating the provisions of California Labor Code § 226;

1 h. violation of California Labor Code § 226.7 by requiring Plaintiffs or other
2 current and former employees to work during meal periods mandated by Wage Order 13 and
3 failing to provide them one (1) hour additional wages at the non-exempt employee's regular rate
4 of compensation for each work day that the meal period is not provided;

5 i. violation of California Labor Code § 510 by failing to compensate
6 Plaintiffs or other current and former employees at the rate of no less than one-and-one-half
7 times the regular rate of pay for an employee for all work in excess of eight (8) hours in one
8 workday and any work in excess of forty (40) hours in any workweek and the first eight (8) hours
9 worked on the seventh day of work in any one workweek, and by failing to compensate Plaintiffs
10 or other current and former employees at the rate of no less than twice the regular rate of pay for
11 an employee for work in excess of twelve (12) hours in one day and any work in excess of eight
12 (8) hours on any seventh day of a workweek;

13 j. violation of California Labor Code § 512 by failing to provide employees
14 with a second meal period of not less than 30 minutes for a work period of more than 10 hours
15 per day;

16 k. violation of Labor Code § 558 and provisions of IWC Wage Order 13 by
17 failing to pay minimum wage, overtime wages for all hours worked, failing to authorize and
18 provide meal periods, and failing to keep accurate information with respect to all hours worked,
19 including the beginning and ending of each day of work and meal period.

20 l. violation of California Labor Code §§ 1197 and 1198 by failing to pay
21 minimum and/or overtime wages for all hours worked by employees;

22 m. violation of California Labor Code § 1197.1 by failing to pay minimum
23 and/or overtime wages for all hours worked by employees;

24 n. violation of California Labor Code §§ 1198 and 1199 by violating or
25 causing violations of IWC Wage Order 13.

26 Defendants' acts and omissions alleged herein also constitute unfair and unlawful
27 practices in violation of Cal. Bus. & Prof. Code §§ 17200 et seq. because Defendants' practices
28 violate the above noted laws, and/or violate an established public policy and/or the practice is

1 immoral, unethical, oppressive, unscrupulous and substantially injurious to Plaintiffs and other
2 current and former employees, and the public.

3 85. Business & Professions Code §§ 17200 *et seq.* defines unfair competition to
4 include any “unfair,” “unlawful,” or “deceptive” business practice. Business & Professions Code
5 §17200 *et seq.* provides for injunctive and restitutionary relief for violations. Defendants’
6 failure to provide their employees with lawful minimum or overtime wages, meal period
7 premiums, timely payment of wages and contractual wages, constitutes an unfair, unlawful and
8 deceptive business practice.

9 86. As a direct and proximate result of Defendants’ conduct as alleged herein,
10 Plaintiffs and current and former employees of Defendants have been damaged as a result of
11 Defendants’ failure to provide their employees with lawful minimum or overtime wages, meal
12 and rest period premiums, and timely payment of wages and contractual wages.

13 87. Under Business & Professions Code §§ 17200 and 17203, Plaintiffs and current
14 and former employees of Defendants are entitled to restitution of all unpaid minimum and
15 overtime wages, unpaid meal and rest premium wages equal to one hour for each day they missed
16 meal and/or rest periods, and contractual wages wrongfully withheld by Defendants, together
17 with interest thereon.

18 88. Under Business & Professions Code §§ 17200 and 17203, Plaintiffs and current
19 and former employees of Defendants are also entitled to recover penalties under Labor Code
20 §§203 and 226.

21 89. Under Business & Professions Code § 17203, Plaintiffs seek on their behalf and
22 on behalf of the People of the State of California an order enjoining Defendants from continuing
23 the aforementioned unlawful business practices. Injunctive relief is appropriate to avoid a
24 multiplicity of suits for continuing violations of Business & Professions Code §§ 17200 *et seq.*

25 WHEREFORE, Plaintiffs and other current and former employees request relief as
26 described herein and below.

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1 WHEREFORE, Plaintiffs and other current and former employees request relief as
2 described herein and below.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiffs pray for relief and judgment as follows:

5 1. For an award of all unpaid minimum wages in an amount to be proven at trial, for
6 Plaintiffs;

7 2. For an amount equal to the unpaid minimum wages, according to proof, together
8 with interest thereon under Labor Code § 1194.2, for Plaintiffs;

9 3. For an award of all unpaid overtime wages in an amount to be proven at trial, for
10 Plaintiffs;

11 4. For 30-day penalties under Labor Code § 203, according to proof, together with
12 interest thereon, for Plaintiffs;

13 5. For one hour of pay for each workday that a meal period was missed, according to
14 proof, for Plaintiffs;

15 6. For one hour of pay for each workday that a rest period was missed, according to
16 proof, for Plaintiffs;

17 7. For a wage premium of fifty dollars (\$50) for the first period for which
18 Defendants failed to supply or supplied Plaintiffs paycheck deduction statements in violation of
19 Labor Code § 226 and one hundred dollars (\$100) for each subsequent pay period for which
20 Defendants failed to supply or supplied Plaintiffs' paycheck deduction statements in violation of
21 Labor Code § 226, for Plaintiffs;

22 8. For an order enjoining Defendants from continuing to provide paycheck deduction
23 statements violating Labor Code § 226;

24 9. For restitution of full amounts, plus interest at the legal rate, of all lawful
25 minimum and overtime wages and meal and rest period premium wages for Plaintiffs and current
26 and former employees of Defendants;

1 10. For an order enjoining Defendants from continuing to engage in the
2 aforementioned unlawful business practices in violation of Business & Professions Code §§
3 17200 *et seq.*;

4 11. For attorneys' fees, expenses, and costs under Labor Code §§ 218, 226, and 1194;

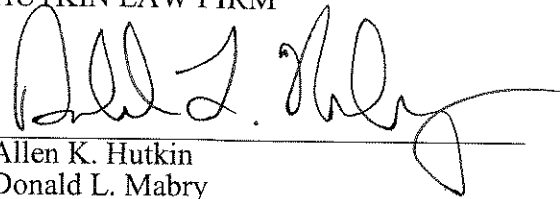
5 12. For interest under Labor Code §§ 218.6 and 1194;

6 13. For penalties under Labor Code §§ 2698 and 2699; and

7 14. For such other and further relief as the Court deems just and proper.

8 Dated: September 13, 2019

HUTKIN LAW FIRM

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