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

ENRIQUE CORTES, an individual, for himself
and all members of the putative class, and on
behalf of aggrieved employees pursuant to the
Private Attorneys General Act of 2004 ("PAGA"),

Plaintiff,

v.

GREEN AG, INC., a California Corporation; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: BCV-20-100592-DRL

CLASS ACTION

FIRST AMENDED COMPLAINT

- (1) Violation of California Labor Code § 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code § 226.7 (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (7) Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse for Necessary Business Expenses);
- (8) Violation of California Business & Professions Code §§ 17200, et seq.;
- (9) Violation of California Labor Code § 2698 et seq. (California Labor Code Private Attorney General Act of 2004).

DEMAND FOR JURY TRIAL

1 Plaintiff ENRIQUE CORTES (“Plaintiff”) on behalf of himself, all other members of the general
2 public similarly situated, and the aggrieved employees in his representative capacity under the Private
3 Attorney General Act (“PAGA”), files this Complaint against Defendants GREEN AG, INC. and DOES
4 1 through 100, inclusive (“Defendants”). Plaintiff’s allegations are based upon information and belief and
5 upon investigation of Plaintiff’s counsel, except for allegations specifically pertaining to Plaintiff, which
6 are based upon Plaintiff’s personal knowledge.

7 **JURISDICTION AND VENUE**

8 1. This class action is brought pursuant to California Code of Civil Procedure section 382.
9 The monetary damages and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the
10 Superior Court and will be established according to proof at trial. The amount in controversy for each
11 class representative or putative class member, including claims for compensatory damages, interest,
12 penalties, and attorneys’ fees, is less than \$75,000.

13 2. This Court has jurisdiction over this action pursuant to the California Constitution, Article
14 VI, section 10, which grants the Superior Court “original jurisdiction in all causes except those given by
15 statute to other courts.” The statutes under which this action is brought do not specify any other basis for
16 jurisdiction.

17 3. This Court has jurisdiction over all Defendants because each defendant is either a citizen
18 of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the
19 California market so as to render the exercise of jurisdiction over it by the California courts consistent
20 with traditional notions of fair play and substantial justice.

21 4. Venue is proper in this Court because, upon information and belief, the named Defendants
22 reside, transact business, or have offices in this county and the acts and omissions alleged herein took
23 place in this county.

24 **PARTIES**

25 5. Plaintiff ENRIQUE CORTES (“Plaintiff”) is a citizen of the State of California.

26 6. Defendant GREEN AG, INC. (“GREEN AG”) is a corporation organized and existing
27 under the laws of the State of California, and transacts business throughout the State of California,
28 including the County of Kern. At all relevant times, GREEN AG was the “employer” of Plaintiff within

1 the meaning of all applicable state laws and statutes.

2 7. At all times herein relevant, Defendants GREEN AG and DOES 1 through 100, and each
3 of them, were the agents, partners, joint venturers, representatives, servants, employees, successors-in-
4 interest, co-conspirators and assigns, each of the other, and at all times relevant hereto were acting within
5 the course and scope of their authority as such agents, partners, joint venturers, representatives, servants,
6 employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein were duly
7 committed with the ratification, knowledge, permission, encouragement, authorization and consent of
8 each defendant designated herein.

9 8. The true names and capacities, whether corporate, associate, individual or otherwise, of
10 defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said defendants by such
11 fictitious names. Plaintiff is informed and believes, and based on that information and belief alleges, that
12 each of the defendants designated as a Doe is legally responsible for the events and happenings referred
13 to in this complaint, and unlawfully caused the injuries and damages to Plaintiff alleged in this complaint.
14 Plaintiff will seek leave of court to amend this complaint to show the true names and capacities when the
15 same have been ascertained

16 9. Defendants GREEN AG and DOES 1 through 100 will hereinafter collectively be referred
17 to as “Defendants” or “GREEN AG.”

18 **FACTUAL ALLEGATIONS**

19 10. Defendants employed Plaintiff as a non-exempt or hourly-paid laborer until December
20 2019.

21 11. Defendants employed several hundred other laborers, foremen, and supervisors to perform
22 work on agricultural sites and fields, including moving produce, utilizing agricultural machinery and
23 power tools, etc.

24 12. Defendants required Plaintiff and the putative class members to work morning and night
25 shifts, including a 6 p.m. to 6 a.m. shift, a 6 p.m. to 4:30 a.m. shift, and a 6 a.m. to 4 p.m. shift.
26 Accordingly, Plaintiff and the putative class members regularly and consistently worked 12 hours or more
27 per day.

28 13. Defendants also scheduled Plaintiff and the putative class members to work five to six days

1 per week.

2 14. Defendants also required Plaintiff and the putative class members to arrive early for their
3 shifts in order to sign in and be prepared to work at least ten minutes prior to the start of their official
4 shifts. Similarly, Defendants required Plaintiff and the putative class members to continue working for
5 another ten minutes after the end of their official shifts.

6 15. To calculate hours worked, Defendants required the foremen to fill out a time card at the
7 end of a week to reflect the class members' prior shifts. Defendants did not have a formal method of
8 tracking the precise time employees arrived. Rather, Defendants forged its time sheets retroactively for
9 purposes of payroll. The foremen would fill out the scheduled shifts for each of the putative class members
10 once per week, often several days after the shift had occurred. There is no signature or review process for
11 the putative class members to review whether these hours were accurate. Defendants also provided no
12 opportunity for Plaintiff or the other class members to dispute whether Defendants' time records correctly
13 reflected the additional time worked pre- and post-shift. Accordingly, Defendants intentionally limited
14 Plaintiff and the class members' pay to only their scheduled shifts, and nothing else, even though
15 Defendants required them to arrive at least ten minutes prior to the start of their official shift and leave at
16 least ten minutes later than the end of their official shift. As such, Defendants failed to pay Plaintiff and
17 the other class members for all hours worked before and after their scheduled shifts.

18 16. In addition, Defendants paid the first ten hours of a shift at minimum wage, and then two
19 hours of overtime each day for the class members as a matter of course. The sheet used by foremen to
20 record the hourly employees' hours did not include any field for double time.

21 17. Even Defendants own records indicate Plaintiff and the other class members regularly
22 worked 12 hour days six days a week, Defendants failed to pay Plaintiff and the other class members
23 overtime when their weekly total went over 55 hours per week. For instance, by the fifth day of working
24 a 12 hour shift, Plaintiff and the other class members had already worked well over 55 hours a week, but
25 were still paid minimum wage for additional hours over 5 that week. Accordingly, Defendants records
26 confirm Plaintiff and the other class members worked well over 55 hours per week, every week, but
27 Defendant never paid Plaintiff nor the putative class members at the applicable overtime rate for working
28 over 55 hours.

1 18. Defendants also required Plaintiff and the other class members to sign off on a Payroll
2 Check Signoff Sheet to acknowledge they were paid. However, Defendants did not allow Plaintiff and
3 the other class members to cross check whether the total check amount was correct. In fact, the Payroll
4 Check Signoff Sheet does not reflect the number of hours worked at all. Instead, it just lists a dollar
5 amount with no corresponding hours whatsoever.

6 19. Defendant also pays the foremen as independent contractors, and not as hourly or salaried
7 employees. It does not provide wage statements or check stubs to these individuals. Rather, it pays
8 them a weekly check regardless of the hours worked. It does not pay the employers share of taxes for
9 these workers either.

10 20. These misclassified employees perform the same work as their hourly counterparts. They
11 perform the same laborious tasks on agricultural sites, but are paid through a different mechanism
12 because Defendant designates them as “foremen.” These foremen perform manual labor out in the
13 fields, assist in the shipping yard, transport pallets, and utilize machinery such as fork-lifts, just like
14 their hourly laborer coworkers. They do not perform other duties outside the usual course of
15 Defendant’s business.

16 21. Defendant’s unlawful conduct of misclassifying foremen as independent contracts also
17 allows Defendant to deprive the foremen of fundamental employment rights, such as the right to
18 minimum wages, the right to mandated meal periods, the right to mandated rest breaks, the right to
19 premium wages for missed meal and rest breaks, the right to accurate itemized wage statements, the
20 right to prompt payment of full wages within time limits designated by law, and the right to workers
21 compensation protection, guaranteed to employees under various provisions of the California Labor
22 Code and applicable Wage Order.

23 22. Defendants have the authority to hire and terminate Plaintiff and the other class members;
24 to set work rules and conditions governing Plaintiff and the other class members; and to supervise their
25 daily employment activities.

26 23. Defendants directly hired and paid wages and benefits to Plaintiff and the other class
27 members.

28 24. Plaintiff is informed and believes, and based thereon alleges, that at all times herein

relevant, Defendants were advised by skilled lawyers and other professionals, employees, advisors, and consultants highly knowledgeable about California wage law, employment and personnel practices.

25. Plaintiff is informed and believes, and based thereon alleges, that at all times herein relevant, without any justification, Defendants ignored the employment and personnel policy changes proposed by skilled lawyers and other professionals, employees, advisors, and consultants highly knowledgeable about California wage laws, employment, and personnel practice.

26. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive certain wages for all work performed, including for overtime compensation.

27. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were working over eight (8) hours per day and were entitled to receive certain wages for overtime compensation and that they were not receiving wages for overtime compensation.

28. Plaintiff is informed and believes, and based thereon alleges, that Defendants engaged in a uniform policy and systematic scheme of wage abuse against their employees.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed to provide Plaintiff and the other class members the required rest and meal periods during the relevant time period as required under the Industrial Welfare Commission Wage Orders and/or applicable Labor Codes, thus are entitled to any and all applicable penalties.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all meal periods or payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when a meal period was missed.

31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or should have known that Plaintiff and the other class members were entitled to receive all rest periods or payment of one additional hour of pay at Plaintiff's and the other class members' regular rate of pay when a rest period was missed.

32. Defendants do not track when an employee should receive a meal or rest break. In fact,

1 the Time Sheets filled out at the end of the week by the foremen do not even contain an option to record
2 whether a meal or rest period was taken. Defendants do not inform employees when a meal or rest period
3 should be taken, how long they should last, or whether they're even entitled to them.

4 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
5 should have known that Plaintiff and the other class members were entitled to receive all wages owed to
6 them upon discharge or resignation.

7 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
8 should have known that Plaintiff and the other class members were entitled to receive complete and
9 accurate wage statements in accordance with California law.

10 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew or
11 should have known that they had a duty to compensate Plaintiff and the other class members pursuant to
12 California law, and that Defendants had the financial ability to pay such compensation, but willfully,
13 knowingly, and intentionally failed to do so, and falsely represented to Plaintiff and the other class
14 members that they were properly denied wages, all in order to increase Defendants' profits.

15 36. At all material times set forth herein, Defendants regularly and consistently failed to
16 compensate Plaintiff and the other class members for all hours worked.

17 37. At all material times set forth herein, Defendants failed to fully comply with the relevant
18 provision of the Labor Code and the IWC orders to pay overtime wages to Plaintiff and the other class
19 members.

20 38. At all material times set forth herein, Defendants failed to fully comply with the relevant
21 provision of the Labor Code and the IWC orders to provide uninterrupted meal and rest periods to Plaintiff
22 and the other class members.

23 39. At all material times set forth herein, Defendants regularly and consistently failed to
24 provide complete and accurate wage statements to Plaintiff and the other class members.

25 40. At all material times set forth herein, Defendants regularly and consistently failed to pay
26 Plaintiff and the other class members all wages owed to them upon discharge or resignation.

27 **CLASS ACTION ALLEGATIONS**

28 41. Plaintiff brings this action on his own behalf and on behalf of all other members of the

1 general public similarly situated, and thus, seeks class certification under Code of Civil Procedure section
2 382.

3 42. The proposed class is defined as follows:

4 All current and former hourly-paid or non-exempt employees employed by
5 Defendants within the State of California at any time during the period from
6 February 28, 2016 to final judgment.

7 43. Plaintiff reserves the right to establish subclasses as appropriate.

8 44. The class is ascertainable and there is a well-defined community of interest in the litigation:

9 a. The class members are so numerous that joinder of all class members is
10 impracticable. The membership of the entire class is unknown to Plaintiff at
11 this time; however, the class is estimated to be ninety-nine (99) individuals
12 or more and the identity of such membership is readily ascertainable by
13 inspection of Defendants' employment records.

14 b. Plaintiff's claims are typical of all other class members' as demonstrated
15 herein. Plaintiff will fairly and adequately protect the interests of the other
16 class members with whom they have a well-defined community of interest.

17 c. Plaintiff will fairly and adequately protect the interests of each class member,
18 with whom they have a well-defined community of interest and typicality of
19 claims, as demonstrated herein. Plaintiff has no interest that is antagonistic
20 to the other class members. Plaintiff's attorneys, the proposed Class
21 Counsel, are versed in the rules governing class action discovery,
22 certification, settlement, and trial. Plaintiff has incurred, and during the
23 pendency of this action will continue to incur, costs and attorneys' fees, that
24 have been, are, and will be necessarily expended for the prosecution of this
25 action for the substantial benefit of each class member.

26 d. A class action is superior to other available methods for the fair and efficient
27 adjudication of this litigation because individual joinder of all class members
28 is impractical.

- 1 e. Certification of this lawsuit as a class action will advance public policy
2 objectives. Employers of this great state violate employment and labor laws
3 every day. Current employees are often afraid to assert their rights out of
4 fear of direct or indirect retaliation. However, class actions provide the class
5 members who are not named in the complaint anonymity that allows for the
6 vindication of their rights.

7 45. There are common questions of law and fact as to the class members that predominate over
8 questions affecting only individual members. The following common questions of law or fact, among
9 others, exist as to the members of the class:

- 10 a. Whether Defendants required Plaintiff and the other class members to work
11 over eight (8) hours per day and failed to pay the legally required overtime
12 compensation to Plaintiff and the other class members;
- 13 b. Whether Plaintiff and the other class members did not receive wages for all
14 time worked;
- 15 c. Whether Defendants deprived Plaintiff and the other class members of meal
16 periods or required Plaintiff and the other class members to work during meal
17 periods without compensation;
- 18 d. Whether Defendants deprived Plaintiff and the other class members of rest
19 periods or required Plaintiff and the other class members to work during rest
20 periods without compensation;
- 21 e. Whether Defendants failed to pay all wages due to Plaintiff and the other
22 class members within the required time upon their discharge or resignation;
- 23 f. Whether Defendants complied with wage reporting as required by the
24 California Labor Code; including, but not limited to, section 226;
- 25 g. Whether Defendants' conduct was willful or reckless;
- 26 h. Whether Defendants engaged in unfair business practices in violation of
27 California Business & Professions Code sections 17200 et seq.;
- 28 i. The appropriate amount of damages, restitution, and/or monetary penalties

1 resulting from Defendants' violation of California law; and

2 j. Whether Plaintiff and the other class members are entitled to compensatory
3 damages pursuant to the California Labor Code.

4 **FIRST CAUSE OF ACTION**

5 **(Violation of California Labor Code section 1198)**

6 **(Against Defendants GREEN AG, INC. and DOES 1 through 100)**

7 46. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 33
8 and each and every part thereof with the same force and effect as though fully set forth herein.

9 47. Pursuant to California Labor Code section 1198 and the applicable IWC Wage Order, it is
10 unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-
11 times that person's regular rate of pay, depending on the number of hours worked by the person on a daily
12 or weekly basis.

13 48. Pursuant to California Labor Code section 1198, the maximum hours of work and the
14 standard conditions of labor fixed by the commission shall be the maximum hours of work and the
15 standard conditions of labor for employees. The employment of any employee for longer hours than those
16 fixed by the order or under conditions of labor prohibited by the order is unlawful.

17 49. Pursuant to the applicable IWC Wage Order, Plaintiff and the other class members are not
18 to be employed more than eight (9.5) hours in any one workday or more than six (6) days in any workweek
19 unless they receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
20 worked over eight (9.5) hours in any workday and for the first eight (8) hours on the seventh (7th) day of
21 work and double the employee's regular rate of pay for all hours worked over eight (8) on the seventh
22 (7th) day of work in the workweek.

23 50. During the relevant time period, Plaintiff and the other class members worked in excess of
24 eight (9.5) hours in a day and more than six (6) days in a workweek, but did not receive overtime or
25 doubletime pay.

26 51. During the relevant time period, Defendants intentionally and willfully failed to pay
27 overtime wages owed to Plaintiff and the other class members.

28 52. Defendants' failure to pay Plaintiff and the other class members overtime compensation,

1 as required by California laws, violates the provisions of California Labor Code section 1198, and is
2 therefore unlawful.

3 53. Pursuant to California Labor Code section 1194, subdivision (a), notwithstanding any
4 agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the
5 legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid
6 balance of the full amount of this minimum wage or overtime compensation, including interest thereon,
7 reasonable attorneys' fees, and costs of suit.

8 54. Pursuant to California Labor Code section 1194, Plaintiff and the other class members are
9 entitled to recover unpaid overtime compensation, as well as interest, costs, and attorneys' fees.

10 **SECOND CAUSE OF ACTION**

11 **(Violation of California Labor Code section 226.7)**

12 **(Against Defendants GREEN AG, INC. and DOES 1 through 100)**

13 55. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 42,
14 and each and every part thereof with the same force and effect as though fully set forth herein.

15 56. At all relevant times, the IWC Order and California Labor Code section 226.7, subdivision
16 (a) was applicable to Plaintiff's and the other class members' employment by Defendants.

17 57. At all relevant times, California Labor Code section 226.7 provides that no employer shall
18 require an employee to work during any meal or rest period mandated by an applicable order of the
19 California IWC.

20 58. At all relevant times, the applicable IWC Wage Order provides that an employer may not
21 require, cause or permit an employee to work for a work period of more than five (5) hours per day without
22 providing the employee with a meal period of not less than thirty (30) minutes, except that if the total
23 work period per day of the employee is no more than six (6) hours, the meal period may be waived by
24 mutual consent of both the employer and employee.

25 59. During the relevant time period, Plaintiff and the other class members who were scheduled
26 to work for a period of time no longer than six (6) hours, and who did not waive their legally-mandated
27 meal periods by mutual consent, were required to work for periods longer than five (5) hours without an
28 uninterrupted meal period of not less than thirty (30) minutes.

1 60. During the relevant time period, Plaintiff and the other class members who were scheduled
2 to work for a period of time in excess of six (6) hours were required to work for periods longer than five
3 (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

4 61. During the relevant time period, Defendants intentionally and willfully required Plaintiff
5 and the other class members to work during meal periods and failed to compensate Plaintiff and the other
6 class members the full meal period premium for work performed during meal periods.

7 62. During the relevant time period, Defendants failed to pay Plaintiff and the other class
8 members the full meal period premium due pursuant to California Labor Code section 226.7.

9 63. Defendants' conduct violates applicable IWC Wage Order and California Labor Code
10 section 226.7.

11 64. Pursuant to applicable IWC Wage Order and California Labor Code section 226.7
12 subdivision (b), Plaintiff and the other class members are entitled to recover from Defendants one
13 additional hour of pay at the employee's regular rate of compensation for each work day that the meal
14 period was not provided.

15 **THIRD CAUSE OF ACTION**

16 **(Violation of California Labor Code section 226.7)**

17 **(Against Defendants GREEN AG, INC. and DOES 1 through 100)**

18 65. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 52,
19 and each and every part thereof with the same force and effect as though fully set forth herein.

20 66. At all times herein set forth, the applicable IWC Wage Order and California Labor Code
21 section 226.7 were applicable to Plaintiff's and the other class members' employment by Defendants.

22 67. At all relevant times, California Labor Code section 226.7 provides that no employer shall
23 require an employee to work during any rest period mandated by an applicable order of the California
24 IWC.

25 68. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer
26 shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the
27 middle of each work period" and that the "rest period time shall be based on the total hours worked daily
28 at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total

1 daily work time is less than three and one-half (3 1/2) hours.

2 69. During the relevant time period, Defendants required Plaintiff and other class members to
3 work four (4) or more hours without authorizing or permitting a ten (10) minute rest period per each four
4 (4) hour period worked.

5 70. During the relevant time period, Defendants willfully required Plaintiff and the other class
6 members to work during rest periods and failed to pay Plaintiff and the other class members the full rest
7 period premium for work performed during rest periods.

8 71. During the relevant time period, Defendants failed to pay Plaintiff and the other class
9 members the full rest period premium due pursuant to California Labor Code section 226.7.

10 72. Defendants' conduct violates applicable IWC Wage Orders and California Labor Code
11 section 226.7.

12 73. Pursuant to the applicable IWC Wage Orders and California Labor Code section 226.7,
13 subdivision (b), Plaintiff and the other class members are entitled to recover from Defendants one
14 additional hour of pay at the employees' regular hourly rate of compensation for each work day that the
15 rest period was not provided.

16 **FOURTH CAUSE OF ACTION**

17 **(Violation of California Labor Code sections 1194, 1197, and 1197.1)**

18 **(Against Defendants GREEN AG, INC. and DOES 1 through 100)**

19 74. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 61,
20 and each and every part thereof with the same force and effect as though fully set forth herein.

21 75. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1 provide that
22 the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed
23 is unlawful.

24 76. During the relevant time period, Defendants regularly failed to pay minimum wage to
25 Plaintiff and the other class members as required, pursuant to California Labor Code sections 1194, 1197,
26 and 1197.1.

27 77. Defendants' failure to pay Plaintiff and the other class members the minimum wage as
28 required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to those sections

1 Plaintiff and the other class members are entitled to recover the unpaid balance of their minimum wage
2 compensation as well as interest, costs, and attorney's fees, and liquidated damages in an amount equal to
3 the wages unlawfully unpaid and interest thereon.

4 78. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class members
5 are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each employee minimum
6 wages, and \$250.00 for each subsequent failure to pay each employee minimum wages.

7 79. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class members
8 are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest
9 thereon.

10 **FIFTH CAUSE OF ACTION**

11 **(Violation of California Labor Code sections 201 and 202)**

12 **(Against Defendants GREEN AG, INC. and DOES 1 through 100)**

13 80. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 67,
14 and each and every part thereof with the same force and effect as though fully set forth herein.

15 81. Pursuant to California Labor Code sections 201 and 202, if an employer discharges an
16 employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if
17 an employee quits his or her employment, his or her wages shall become due and payable not later than
18 seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours notice of his or
19 her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

20 82. During the relevant time period, Defendants intentionally and willfully failed to pay
21 Plaintiff and the other class members their wages, earned and unpaid, within seventy-two (72) hours of
22 Plaintiff and the other class members leaving Defendants' employ.

23 83. Defendants' failure to pay Plaintiff and the other class members their wages, earned and
24 unpaid, within seventy-two (72) hours of them leaving Defendants' employ, is in violation of California
25 Labor Code sections 201 and 202.

26 84. Pursuant to California Labor Code section 203, if an employer willfully fails to pay,
27 without abatement or reduction, in accordance with sections 201 and 202, any wages of an employee who
28 is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof

1 at the same rate until paid or until an action is commenced; but the wages shall not continue for more than
2 thirty (30) days.

3 85. Plaintiff and the other class members are entitled to recover the statutory penalty for each
4 day they were not paid, at their regular hourly rate of pay, up to thirty (30) days maximum pursuant to
5 California Labor Code section 203.

6 **SIXTH CAUSE OF ACTION**

7 **(Violation of California Labor Code section 226, subdivision (a))**

8 **(Against Defendants GREEN AG, INC. and DOES 1 through 100)**

9 86. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 73,
10 and each and every part thereof with the same force and effect as though fully set forth herein.

11 87. Pursuant to California Labor Code section 226, subdivision (a), every employer shall
12 furnish each of his or her employees an accurate itemized statement in writing showing: (1) gross wages
13 earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any
14 applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all
15 deductions made on written orders of the employee may be aggregated and shown as one item; (5) net
16 wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the
17 employee and his or her social security number; (8) the name and address of the legal entity that is the
18 employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number
19 of hours worked at each hourly rate by the employee. The deductions made from payments of wages shall
20 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy
21 of the statement or a record of the deductions shall be kept on file by the employer for at least three years
22 at the place of employment or at a central location within the State of California.

23 88. Defendants intentionally and willfully failed to provide Plaintiff and the other class
24 members with complete and accurate wage statements. The deficiencies included one or more of the
25 following: the failure to include the correct total number of hours worked by Plaintiff and the other class
26 members and the failure to include the correct hourly rate.

27 89. As a result of Defendants' violation of California Labor Code section 226, subdivision (a),
28 Plaintiff and the other class members experienced actual injury because it: (1) resulted in the non-payment

1 of wages; (2) deprived Plaintiff and the other class members of the information necessary to identify
2 discrepancies in Defendant's reported data; (3) created confusion over whether they received all wages
3 owed to them; (4) created difficulty and expense involved in reconstructing pay records; and (5) forced
4 Plaintiff and the other class member to make mathematical computations to analyze whether the wages
5 paid in fact properly compensated them.

6 **SEVENTH CAUSE OF ACTION**

7 **(Violation of California Labor Code §§ 2800 and 2802)**

8 **(Against Defendants GREEN AG, INC. and DOES 1 through 100)**

9 90. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 77,
10 and each and every part thereof with the same force and effect as though fully set forth herein.

11 91. Pursuant to California Labor Code sections 2800 and 2802, an employer must reimburse
12 its employee for all necessary expenditures incurred by the employee in direct consequence of the
13 discharge of his or her job duties or in direct consequence of his or her job duties or in direct consequence
14 of his or her obedience to the directions of the employer.

15 92. Plaintiff and the other class members incurred necessary business-related expenses and
16 costs that were not fully reimbursed by Defendants, including but not limited to, costs for purchasing tools,
17 equipment, and work materials.

18 93. Defendants have intentionally and willfully failed to reimburse Plaintiff and the other class
19 members for necessary business-related expenses.

20 94. Plaintiff and the other class members are entitled to recover from Defendants their
21 business-related expenses and costs incurred during the course and scope of their employment, plus
22 interest accrued from the date on which the employee incurred the necessary expenditures at the same rate
23 as judgments in civil actions in the State of California.

24 **EIGHTH CAUSE OF ACTION**

25 **(Violation of California Business & Professions Code sections 17200 et seq.)**

26 **(Against Defendants GREEN AG, INC. and DOES 1 through 100)**

27 95. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 82,
28 and each and every part thereof with the same force and effect as though fully set forth herein.

96. Defendants' conduct, as alleged in this Complaint, has been, and continues to be, unfair, unlawful and harmful to Plaintiff and the other class members, and Defendants' competitors. Accordingly, Plaintiff and the other class members seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

97. Defendants' activities as alleged herein are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200, et seq.

98. A violation of California Business & Professions Code sections 17200, et seq. may be predicated on the violation of any state or federal law.

Failure to Pay Overtime

99. Defendants' failure to pay overtime in violation of the Wage Orders and California Labor Code section 1198, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failing to Provide Meal Periods

100. Defendants' failure to provide legally required meal periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Provide Rest Periods

101. Defendants' failure to provide legally required rest periods in violation of the Wage Orders and California Labor Code section 226.7, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code section 17200, et seq.

Failure to Pay Minimum Wages

102. Defendants' failure to pay minimum wages in violation of the Wage Orders and California Labor Code sections 1194, 1197 and 1197.1, as alleged above, constitutes unlawful and/or unfair activity prohibited by California Business & Professions Code sections 17200, et seq.

Failure to Timely Pay Wages Upon Termination

103. Defendants' failure to timely pay wages upon termination in violation of California Labor Code sections 201 and 202, as alleged above, constitutes unlawful and/or unfair activity prohibited by

1 California Business & Professions Code sections 17200, et seq.

2 **Failure to Timely Pay Wages During Employment**

3 104. At all times herein set forth, California Labor Code section 204 provides that all wages
4 earned by any person in any employment between the 1st and 15th days, inclusive, of any calendar month,
5 other than those wages due upon termination of an employee, are due and payable between the 16th and the
6 26th day of the month during which the labor was performed.

7 105. At all times herein set forth, California Labor Code section 204 provides that all wages
8 earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month,
9 other than those wages due upon termination of an employee, are due and payable between the 1st and the
10 10th day of the following month.

11 106. At all times herein set forth, California Labor Code section 204 provides that all wages
12 earned for labor in excess of the normal work period shall be paid no later than the payday for the next
13 regular payroll period.

14 107. During the relevant time period, Defendants intentionally and willfully failed to pay Plaintiff
15 and the other class members all wages due to them, within any time period permissible under California
16 Labor Code section 204.

17 108. Plaintiff and the other class members are entitled to recover all remedies available for
18 violations of California Labor Code section 204.

19 109. Defendants' failure to timely pay wages during employment in violation of California
20 Labor Code section 204, as alleged above, constitutes unlawful and/or unfair activity prohibited by
21 California Business & Professions Code sections 17200, et seq.

22 **Failure to Provide Compliant Wage Statements**

23 110. Defendants' failure to provide compliant wage statements in violation of California Labor
24 Code section 226, subdivision (a), as alleged above, constitutes unlawful and/or unfair activity prohibited
25 by California Business & Professions Code sections 17200, et seq.

26 **Failure to Keep Complete and Accurate Payroll Records**

27 111. Pursuant to California Labor Code section 1174, subdivision (d), an employer shall keep,
28 at a central location in the state or at the plants or establishments at which employees are employed, payroll

1 records showing the hours worked daily by and the wages paid to, and the number of piece-rate units
2 earned by and any applicable piece rate paid to, employees employed at the respective plants or
3 establishments. These records shall be kept in accordance with rules established for this purpose by the
4 commission, but in any case shall be kept on file for not less than two years.

5 112. Defendants have intentionally and willfully failed to keep accurate and complete payroll
6 records showing the hours worked daily and the wages paid to Plaintiff and the other class members.

7 113. As a result of Defendants' violation of California Labor Code section 1174, subdivision
8 (d), Plaintiff and the other class members have suffered injury and damage to their statutorily-protected
9 rights.

10 114. More specifically, Plaintiff and the other class members have been injured by Defendants'
11 intentional and willful violation of California Labor Code section 1174, subdivision (d) because they were
12 denied both their legal right and protected interest, in having available, accurate and complete payroll
13 records pursuant to California Labor Code section 1174, subdivision (d).

14 115. Defendants' failure to keep complete and accurate payroll records in violation of California
15 Labor Code section 1174, subdivision (d), as alleged above, constitutes unlawful and/or unfair activity
16 prohibited by California Business & Professions Code sections 17200, et seq.

17 **Failure to Reimburse Necessary Business-Related Expenses and Costs**

18 116. Defendants' failure to reimburse Plaintiff and the other aggrieved employees for all
19 necessary business-related expenses and costs.

20 **NINTH CAUSE OF ACTION**

21 **(Violation of California Labor Code sections 2698 et seq.)**

22 **(Against Defendants GREEN AG, INC. and DOES 1 through 100)**

23 117. Plaintiff incorporates by reference the allegations contained in paragraphs 1 through 104,
24 and each and every part thereof with the same force and effect as though fully set forth herein.

25 118. At all relevant times, PAGA provides that any provision of law under the California Labor
26 Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the
27 California Labor Code may, as an alternative, be recovered through a civil action brought by an
28 aggrieved employee pursuant to the procedures outlined in California Labor Code section 2699.3.

1 119. Pursuant to PAGA, a civil action under PAGA may be brought by an “aggrieved
2 employee,” who is any person that was employed by the alleged violator and against whom one or more
3 of the alleged violations was committed.

4 120. Plaintiff was employed by Defendants and the alleged violations were committed against
5 him during his time of employment and he is therefore, an aggrieved employee. Plaintiff and the other
6 non-exempt or hourly employees are “aggrieved employees” as defined by California Labor Code
7 section 2699, subdivision (c) in that they are all current or former employees of Defendants, and one or
8 more of the alleged violations was committed against them.

9 121. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved employee
10 may pursue a civil action arising under PAGA after the following requirements have been met:

- 11 a. The aggrieved employee shall give written notice by online filing
12 (hereinafter “Employee’s Notice”) to the LWDA and the employer of the
13 specific provisions of the California Labor Code alleged to have been
14 violated, including the facts and theories to support the alleged violations.
15 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
16 employer and the aggrieved employee by certified mail that it does not
17 intend to investigate the alleged violation within sixty (60) calendar days
18 of the postmark date of the Employee’s Notice. Upon receipt of the
19 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
20 (65) calendar days of the postmark date of the Employee’s Notice, the
21 aggrieved employee may commence a civil action pursuant to California
22 Labor Code section 2699.

23 122. On February 28, 2020, Plaintiff provided written notice by online filing to the LWDA
24 and by certified mail to Defendant GREEN AG, INC. of the specific provisions of the California Labor
25 Code alleged to have been violated, including the facts and theories to support the alleged violations.
26 The LWDA did not respond to this notice.

27 123. On May 20, 2020, Plaintiff provided supplemental written notice by online filing to the
28 LWDA and by certified mail to Defendant GREEN AG, INC. of the specific provisions of the California

1 Labor Code alleged to have been violated under for willful misclassification, including the facts and
2 theories to support the alleged violations. The LWDA did not respond to this notice.

3 124. Plaintiff satisfied the administrative prerequisites under California Labor Code section
4 2699.3, subdivision (a), to recover civil penalties against Defendant GREEN AG, INC. for violations of
5 the California Labor Code.

6 125. Pursuant to California Labor Code section 2699, Plaintiff requests and is entitled to
7 recover from Defendant civil penalties.

8 126. Pursuant to California Labor Code section 2699, subdivision (i), civil penalties recovered
9 by aggrieved employees shall be distributed as follows: seventy-five percent (75%) to the Labor and
10 Workforce Development Agency for the enforcement of labor laws and education of employers and
11 employees about their rights and responsibilities and twenty-five percent (25%) to the aggrieved
12 employees

13 127. Further, Plaintiff is entitled to seek and recover reasonable attorneys' fees and costs
14 pursuant to California Labor Code section 2699.

15 **Failure to Pay Overtime**

16 128. California Labor Code sections 510 and 1198 require employers to pay their employees
17 overtime compensation equal to one and one-half times their regular rate of pay for all hours worked in
18 excess of eight hours in one day and/or over 40 hours in a week.

19 129. In 2016, California recognized the systemic underpayment and mistreatment of
20 agricultural workers, and passed the Phase-in Overtime for Agricultural Workers Act, which modified
21 Wage Order 14 to create a schedule that phases in the Labor Code's overtime provisions for agricultural
22 workers. For example, as of January 1, 2019 Wage Order 14 required employers to pay agricultural
23 workers one-half times their regular rate of pay for all hours worked in excess of nine and-a-half hours
24 in one day and/or over 55 hours per week. As of January 1, 2020, Wage Order 14 requires employers
25 to pay agricultural workers one-half times their regular rate of pay for all hours worked in excess of
26 nine hours in one day and/or over 50 hours per week. By January 1, 2022, Wage Order 14 will require
27 employers to pay agricultural workers one-half times their regular rate of pay for all hours worked in
28 excess of eight hours in one day and/or over 40 hours per week like all other California hourly

employees.

130. Defendant does not pay Plaintiff and the other aggrieved employees overtime compensation when they worked in excess of eight hours in one day and/or over 40 hours in a week, work in excess of nine and-a-half hours in one day and/or over 55 hours in a week, or work in excess of nine hours in one day and/or over 50 hours in a week.

Failure to Provide Meal Periods

131. California Labor Code sections 226.7 and 512 require employers to pay their employees one additional hour of pay at the employee's regular rate of pay for each workday that a meal period is not provided when it should have been.

132. Defendant does not provide Plaintiff and the other aggrieved employees with meal periods when it should have, nor does it pay them premium pay.

Failure to Provide Rest Breaks

133. California Labor Code sections 226.7 and 512 require employers to pay their employees one additional hour of pay at the employee's regular rate of pay for each workday that a rest break is not provided when it should have been.

134. Defendant does not provide Plaintiff and the other aggrieved employees with rest breaks when it should have, nor does it pay them premium pay.

Failure to Timely Pay Wages Upon Termination

135. California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two hours thereafter, unless the employee has given seventy-two hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

136. As explained above, Defendant failed to pay Plaintiff and the other aggrieved employees minimum wage for each hour of work they performed, failed to pay them overtime when they worked in excess of eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional hour of pay at their regular rate of pay when they were not provided meal periods and rest breaks.

1 Accordingly, these wages are not timely paid to Plaintiff and the other aggrieved employees upon their
2 discharge or termination.

3 **Failure to Timely Pay Wages During Employment**

4 137. California Labor Code section 204 requires that all wages earned by any person in any
5 employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages
6 due upon termination of an employee, are due and payable between the 16th and the 26th day of the
7 month during which the labor was performed, and that all wages earned by any person in any
8 employment between the 16th and the last day, inclusive, of any calendar month, other than those wages
9 due upon termination of an employee, are due and payable between the 1st and the 10th day of the
10 following month. Labor Code section 204 also requires that all wages earned for labor in excess of the
11 normal work period shall be paid no later than the payday for the next regular payroll period.

12 138. As explained above, Defendant failed to pay Plaintiff and the other aggrieved employees
13 minimum wage for each hour of work they performed, failed to pay them overtime when they worked
14 in excess of eight hours in one day and/or over 40 hours in a week, and failed to pay them one additional
15 hour of pay at their regular rate of pay when they were not provided meal periods and rest breaks.
16 Accordingly, these wages are not timely paid Plaintiff and the other aggrieved employees during their
17 employment.

18 **Failure to Provide Complete and Accurate Wage Statements**

19 139. California Labor Code section 226 requires employers to make, keep, and provide true,
20 accurate, timely, and complete wage statement.

21 140. Defendant does not provide Plaintiff and the other aggrieved employees with true,
22 accurate, timely, and complete wage statements.

23 **Failure to Keep Accurate Business Records**

24 141. California Labor Code section 1174, subdivision (d) requires employers to keep, at a
25 central location in the state or at the plants or establishments at which employees are employed, payroll
26 records showing the hours worked daily by and the wages paid to, and the number of piece-rate units
27 earned by and any applicable piece rate paid to, employees employed at the respective plants or
28 establishments. These records shall be kept in accordance with rules established for this purpose by the

1 commission, but in any case shall be kept on file for not less than two years.

2 142. Defendant intentionally and willfully failed to keep accurate and complete payroll
3 records, including but not limited to, failing to keep at a central location in the State of California payroll
4 records showing the hours worked daily by and the wages paid to, or the number of piece rate united
5 earned by or any applicable piece rate paid to, Plaintiff and the other aggrieved employees. This is
6 because Defendant failed to pay Plaintiff and the other aggrieved employees minimum wage for each
7 hour of work they performed, failed to pay them overtime when they worked in excess of eight hours in
8 one day and/or over 40 hours in a week, and failed to pay them one additional hour of pay at their regular
9 rate of pay when they were not provided meal periods and rest breaks.

10 **Failure to Reimburse Business Expenses**

11 143. California Labor Code sections 2800 and 2802 require an employer to reimburse its
12 employee for all necessary expenditures incurred by the employee in direct consequence of the discharge
13 of his or her job duties or in direct consequence of his or her obedience to the directions of the employer.

14 145. Plaintiff and the other aggrieved employees incurred necessary business-related expenses,
15 which were not fully reimbursed by GREEN AG.

16 **Willful Misclassification**

17 146. California Labor Code section 226.8 and the applicable wage order make it unlawful to
18 willfully misclassify an individual as an independent contractor

19 147. GREEN AG willfully misclassified its foremen as independent contractors because they
20 blatantly perform work that is part of the usual course of GREEN AG'S business and, despite being
21 advised by skilled attorneys, GREEN AG classified them—and continues to classify them—as
22 independent contractors.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff, individually and on behalf of all other members of the general public
25 similarly situated, jointly and severally, prays for relief as follows:

26 **Class Certification**

- 27 1. That this action be certified as a class action;
- 28 2. That Plaintiff be appointed as the representative of the Class;

1 3. That counsel for Plaintiff be appointed as Class Counsel; and

2 4. That Defendants provide to Class Counsel, immediately upon its appointment, the names
3 and most current contact information (address and telephone numbers) of all class members.

4 **As to the First Cause of Action**

5 5. That the court declare, adjudge, and decree that Defendants violated California Labor Code
6 section 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to
7 Plaintiff and the other class members;

8 6. For general unpaid wages at overtime wage rates and such general and special damages as
9 may be appropriate;

10 7. For pre-judgment interest on any unpaid overtime compensation commencing from the
11 date such amounts were due;

12 8. For reasonable attorneys' fees and costs of suit incurred herein; and

13 9. For such other and further relief as the court may deem just and proper.

14 **As to the Second Cause of Action**

15 10. That the court declare, adjudge, and decree that Defendants violated California Labor Code
16 section 226.7 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including
17 second meal periods) to Plaintiff and the other class members;

18 11. That the court make an award to Plaintiff and the other class members of one (1) hour of
19 pay at each employee's regular rate of compensation for each workday that a meal period was not
20 provided;

21 12. For all actual, consequential, and incidental losses and damages, according to proof;

22 13. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);

23 14. For pre-judgment interest on any unpaid wages from the date such amounts were due;

24 15. For reasonable attorneys' fees and costs of suit incurred herein; and

25 16. For such other and further relief as the court may deem just and proper.

26 **As to the Third Cause of Action**

27 17. That the court declare, adjudge, and decree that Defendant violated California Labor Code
28 section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff

1 and the other class members;

2 18. That the court make an award to Plaintiff and the other class members of one (1) hour of
3 pay at each employee's regular rate of compensation for each workday that a rest period was not provided;

4 19. For all actual, consequential, and incidental losses and damages, according to proof;

5 20. For premium wages pursuant to California Labor Code section 226.7, subdivision (b);

6 21. For pre-judgment interest on any unpaid wages from the date such amounts were due;

7 22. For reasonable attorneys' fees and costs of suit incurred herein; and

8 23. For such other and further relief as the court may deem just and proper.

9 **As to the Fourth Cause of Action**

10 24. That the court declare, adjudge, and decree that Defendants violated California Labor Code
11 sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to Plaintiff and the other class
12 members;

13 25. For general unpaid wages and such general and special damages as may be appropriate;

14 26. For statutory wage penalties pursuant to California Labor Code section 1197.1 for Plaintiff
15 and the other class members in the amount as may be established according to proof at trial;

16 27. For pre-judgment interest on any unpaid compensation from the date such amounts were
17 due;

18 28. For reasonable attorneys' fees and costs of suit incurred herein; and

19 29. For liquidated damages pursuant to California Labor Code section 1194.2; and

20 30. For such other and further relief as the court may deem just and proper.

21 **As to the Fifth Cause of Action**

22 31. That the court declare, adjudge, and decree that Defendants violated California Labor Code
23 sections 201, 202, and 203 by willfully failing to pay all compensation owed at the time of termination of
24 the employment of the other class members no longer employed by Defendants;

25 32. For all actual, consequential, and incidental losses and damages, according to proof;

26 33. For statutory wage penalties pursuant to California Labor Code section 203 for the other
27 class members who have left Defendants' employ;

28 34. For pre-judgment interest on any unpaid compensation from the date such amounts were

1 due;

2 35. For reasonable attorneys' fees and costs of suit incurred herein; and

3 36. For such other and further relief as the court may deem just and proper.

4 **As to the Sixth Cause of Action**

5 37. That the court declare, adjudge, and decree that Defendants violated the record keeping
6 provisions of California Labor Code section 226, subdivision (a) and applicable IWC Wage Orders as to
7 Plaintiff and the other class members, and willfully failed to provide accurate itemized wage statements
8 thereto;

9 38. For actual, consequential and incidental losses and damages, according to proof;

10 39. For statutory penalties pursuant to California Labor Code section 226, subdivision (e);

11 40. For reasonable attorneys' fees and costs of suit incurred herein; and

12 41. For such other and further relief as the court may deem just and proper.

13 **As to the Seventh Cause of Action**

14 42. For reimbursement of all actual, consequential and incidental losses and damages,
15 according to proof, plus interest, penalties, costs, and reasonable attorneys' fees pursuant to California
16 Labor Code section 2802, subdivision (c) for costs associated with purchasing tools, equipment, and
17 work materials;

18 43. For reasonable attorneys' fees and costs of suit incurred herein; and

19 44. For such other and further relief as the court may deem just and proper.

20 **As to the Eighth Cause of Action**

21 45. That the court decree, adjudge and decree that Defendants violated California Business and
22 Professions Code sections 17200, et seq.

23 46. For restitution of unpaid wages to Plaintiff and all the other class members and all pre-
24 judgment interest from the day such amounts were due and payable;

25 47. For the appointment of a receiver to receive, manage and distribute any and all funds
26 disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result
27 of violation of California Business and Professions Code sections 17200, et seq.;

28 48. For injunctive relief to ensure compliance with this section, pursuant to California

1 Business and Professions Code sections 17200, et seq.; and

2 49. For reasonable attorneys' fees and costs of suit incurred herein; and

3 50. For such other and further relief as the court may deem just and proper.

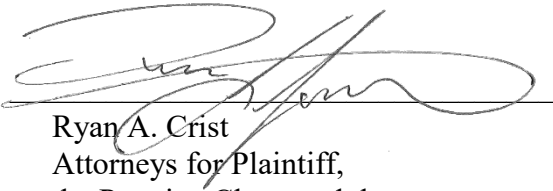
4 **As to the Ninth Cause of Action**

5 51. For civil penalties pursuant to California Labor Code sections 2699, subdivisions (a), (f)
6 and (g) plus costs and attorneys' fees for violations of California Labor Code; and

7 52. For such other and further relief as the court may deem just and proper.

8
9
10 Date: August 10, 2020

PARRIS LAW FIRM

11
12 By: 

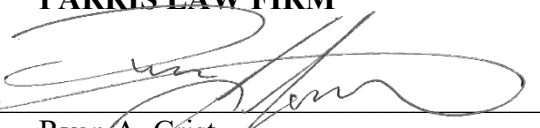
Ryan A. Crist
Attorneys for Plaintiff,
the Putative Class, and the
Aggrieved Employees

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, individually and on behalf of other members of the general public similarly situated, and
3 all aggrieved employees in his representative capacity under PAGA, hereby demands a trial by a jury.
4

5 Date: August 10, 2020

PARRIS LAW FIRM

6
7 By: 

Ryan A. Crist
Attorneys for Plaintiff,
the Putative Class, and the
Aggrieved Employees

PROOF OF SERVICE
1013A(3) CCP Revised 5/1/88

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is: 43364 10th Street West, Lancaster, California 93534.

On August 10, 2020, I served the foregoing document described as **FIRST AMENDED COMPLAINT**, by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

Jose Martinez, Jr.
32994 Wollmes Ave
Delano, California 93215

Agent for service for Defendant Green AG, Inc.

☒ **BY MAIL as follows:** I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U. S. postal service on that same day with postage thereon fully prepaid at Lancaster, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☐ **BY PERSONAL SERVICE as follows:**

☐ I delivered such envelope by hand to the addressees at _____

☐ I caused the foregoing document described hereinabove to be personally delivered by hand by placing it in a sealed envelope or package addressed to the persons at the addresses listed on the attached service list and provided it to a professional messenger service whose name and business address is **Team Legal, Inc., 963 West Avenue J, Lancaster, CA 93534.**

☐ I caused the foregoing document described hereinabove to be personally delivered by hand by placing it in a sealed envelope or package addressed to the persons at the addresses listed on the attached service list and provided it to a professional messenger service whose name and business address is **First Legal Support Services, 1511 West Beverly Blvd., Los Angeles, CA 90026.**

☐ I caused the foregoing document described hereinabove to be personally delivered by hand by placing it in a sealed envelope or package addressed to the persons at the addresses listed on the attached service list and provided it to a professional messenger service whose name and business address is **Nighthawk Processing, 13009 Providence Place, Bakersfield, CA 93314.**

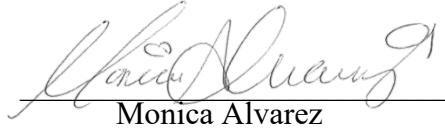
☐ **BY FACSIMILE as follows:** I served such document(s) by fax at See Service List to the fax number provided by each of the parties in this litigation at Lancaster, California. I received a confirmation sheet indicating said fax was transmitted completely.

☐ **BY FEDERAL EXPRESS/OVERNIGHT MAIL as follows:** I placed such envelope in a Federal Express Mailer addressed to the above party or parties at the above address(es), with delivery fees fully pre-paid for next-business-day delivery, and delivered it to a Federal Express pick-up driver before 4:00 p.m. on the stated date.

1 [] **BY ELECTRONIC SERVICE as follows:** Based on a court order, or an agreement of the parties
2 to accept service by electronic transmission, I caused the documents to be sent to the persons at
3 the electronic notification addressed listed on the attached Service List.

4 Executed on August 10, 2020, at Lancaster, California.

5 [X] I declare under penalty of perjury under the laws of the State of California that the above is true
6 and correct.

7 
8 Monica Alvarez
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