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County of Santa Barbara
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Attorneys for Plaintiffs E. Sanchez, J. Torres, R. Trujillo, S. Reyes, S. Navarro, M. Rio,
individually and on behalf of other former and current employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA

E. SANCHEZ; J. TORRES; R. TRUJILLO;
S. REYES; S. NAVARRO; and M. RIO,
individually and acting in the interest of
other current and former employees,

Plaintiffs,

vs.

RAMCO ENTERPRISES, L.P., a California
Limited Partnership; SUNBERRY
GROWERS, LLC, a California Limited
Liability Company; CARLOS S. RAMIREZ,
an individual; and DOES 1 through 10,
inclusive,

Defendants.

Case No.20CV02231

CLASS ACTION

COMPLAINT FOR: WAGES;
PENALTIES; AND VIOLATION OF
UNFAIR COMPETITION LAW

Plaintiffs E. SANCHEZ, J. TORRES, R. TRUJILLO, S. REYES, S. NAVARRO, and M.
RIO bring this action against Defendants RAMCO ENTERPRISES, L.P., SUNBERRY
GROWERS, LLC, CARLOS S. RAMIREZ, and DOES 1 through 10, inclusive. Plaintiffs bring
this action individually and on behalf of other individuals employed or formerly employed under

1 common circumstances and facts.

2 INTRODUCTION

3 1. This action revolves around the systematic failure of Defendants RAMCO
4 ENTERPRISES, L.P., SUNBERRY GROWERS, LLC, CARLOS S. RAMIREZ, and DOES 1
5 through 10 (hereinafter collectively referred to as Defendants) to pay their California non-exempt
6 employees in conformance with California labor law. Plaintiffs E. SANCHEZ, J. TORRES, R.
7 TRUJILLO, S. REYES, S. NAVARRO, and M. RIO (hereinafter collectively referred to as
8 Plaintiffs) were employed as non-exempt, hourly paid employees by Defendants in and around
9 Santa Maria, Santa Barbara County, California, as farm workers as directed by Defendants.
10 Plaintiffs allege that they have suffered injury and pecuniary loss as a result of Defendants'
11 failure to comply with the labor laws. Defendants' employment practices are unlawful and
12 contrary to the public policy of the State of California. Therefore, Plaintiffs bring this action
13 under the California Labor Code and related regulations, individually and acting for the interests
14 of other current and former employees, in order to enforce California labor laws.

15 2. Plaintiffs seek restitution and other appropriate relief for Defendants' failure to
16 pay minimum, overtime, and double time wages; failure to reimburse expenses; failure to
17 authorize and permit the requisite number of meal and rest periods per work period; failure to
18 pay wages due at employment termination in a timely manner; and failure to maintain adequate
19 time records and to provide employees with paycheck deduction statements that accurately show
20 the number of hours they worked or otherwise conform to the requirements of the Labor Code.

21 3. Plaintiffs, individually and on behalf of other members of Plaintiff Class (defined
22 elsewhere herein), also seek injunctive relief requiring each Defendant to comply with all
23 applicable California labor laws and regulations in the future and preventing each Defendant
24 from engaging in and continuing to engage in unlawful and unfair business practices. In
25 conjunction therewith, Plaintiffs also seek declaratory relief enumerating Defendants' violations
26 so Defendants and the general public will have clarity and guidance with regard to Defendants'
27 future employment practices.

PARTIES

4. Plaintiff E. SANCHEZ ("SANCHEZ") is an individual over the age of 18 years who, at all times relevant herein, lived in and around the County of Santa Barbara, State of California. He worked for Defendants in and around the County of Santa Barbara, State of California, from approximately March 19, 2019 to February 14, 2020. He worked for Defendants as a non-exempt, hourly paid employee in agriculture. As a result of Defendants' labor violations and practices described herein, he has suffered injury in fact and has lost money or property.

5. Plaintiff J. TORRES ("TORRES") is an individual over the age of 18 years who, at all times relevant herein, lived in and around the County of Santa Barbara, State of California. He worked for Defendants in and around the County of Santa Barbara, State of California, from approximately March 20, 2013 to November 18, 2019. He worked for Defendants as a non-exempt, hourly paid employee in agriculture. As a result of Defendants' labor violations and practices described herein, he has suffered injury in fact and has lost money or property.

6. Plaintiff R. TRUJILLO ("TRUJILLO") is an individual over the age of 18 years who, at all times relevant herein, lived in and around the County of Santa Barbara, State of California. He worked for Defendants in and around the County of Santa Barbara, State of California, from approximately May 2014 to November 2016, and again from approximately April 2018 to October 2019. He worked for Defendants as a non-exempt, hourly paid employee in agriculture. As a result of Defendants' labor violations and practices described herein, he has suffered injury in fact and has lost money or property.

7. Plaintiff S. REYES ("REYES") is an individual over the age of 18 years who, at all times relevant herein, lived in and around the County of Santa Barbara, State of California. He worked for Defendants in and around the County of Santa Barbara, State of California, from approximately 2011 to September 4, 2019. He worked for Defendants as a non-exempt, hourly paid employee in agriculture. As a result of Defendants' labor violations and practices described herein, he has suffered injury in fact and has lost money or property.

8. Plaintiff S. NAVARRO ("NAVARRO") is an individual over the age of 18 years who, at all times relevant herein, lived in and around the County of Santa Barbara, State of

1 California. He worked for Defendants in and around the County of Santa Barbara, State of
2 California, from approximately 2015 to September 4, 2019. He worked for Defendants as a non-
3 exempt, hourly paid employee in agriculture. As a result of Defendants' labor violations and
4 practices described herein, he has suffered injury in fact and has lost money or property.

5 9. Plaintiff M. RIO ("RIO") is an individual over the age of 18 years who, at all
6 times relevant herein, lived in and around the County of Santa Barbara, State of California. He
7 worked for Defendants in and around the County of Santa Barbara, State of California, from
8 approximately May 26, 2018 to September 28, 2019. He worked for Defendants as a non-exempt,
9 hourly paid employee in agriculture. As a result of Defendants' labor violations and practices
10 described herein, he has suffered injury in fact and has lost money or property.

11 10. Plaintiffs, and all other individuals currently and formerly employed under
12 common circumstances and facts, hereafter will be collectively referred to as members of the
13 Plaintiff Class ("Plaintiff Class").

14 11. Plaintiffs are informed and believe and thereon allege that Defendants RAMCO
15 ENTERPRISES, L.P., SUNBERRY GROWERS, LLC, CARLOS S. RAMIREZ, and DOES 1
16 through 10 are in the farming business in and around Santa Barbara County, State of California.
17 Plaintiffs are informed and believe and thereon allege that Defendants, individually and
18 collectively, were Plaintiffs' and the Plaintiff Class' employers or "persons acting on behalf of an
19 employer" under Labor Code § 558, or a joint employer of Plaintiffs and Plaintiff Class.

20 12. At all times relevant herein, the wages, hours, and working conditions of Plaintiffs
21 and the Plaintiff Class were governed by, *inter alia*, Title 8, California Code of Regulations
22 Section 11140, Industrial Welfare Commission Order No. 14 regulating Wages, Hours and
23 Working Conditions in the agricultural occupations ("Wage Order 14").

24 13. Defendants, directly or indirectly or through an agent or other person, exercise
25 control or exercised control over the wages, hours, and working conditions of Plaintiffs and the
26 Plaintiff Class.

27 14. Plaintiffs are ignorant of the true names or capacities of the Defendants sued
28 herein under the fictitious names of DOES 1 through 10, inclusive, and therefore sue Defendants

1 under such fictitious names. Plaintiffs will amend this complaint to allege the true names or
2 capacities of these Defendants once they have been ascertained. Plaintiffs are informed and
3 believe and thereon allege that each Defendant is responsible in some manner for the occurrences
4 herein alleged, and that the damages herein alleged were actually and proximately caused by each
5 Defendant's conduct.

6 15. Plaintiffs are informed and believe and thereon allege that at all times mentioned
7 herein, Defendants, including DOES 1 through 10, were acting as the agent of each and every
8 other Defendant, and all acts alleged to have been committed by any Defendant were committed
9 on behalf of every other Defendant, and, at all times mentioned herein, each alleged act was
10 committed by each Defendant or agent, servant, or employee of each Defendant, and each
11 Defendant directed, authorized or ratified each such act. Plaintiffs are informed and believe and
12 thereon allege that each Defendant, including DOES 1 through 10, was the agent, employee,
13 coconspirator, business affiliate, subsidiary, parent entity, owner, alter ego, or joint venturer of
14 each other Defendant, and, in causing the injuries herein alleged, each Defendant was acting at
15 least in part within the course and scope of such agency, employment, conspiracy, business
16 affiliation, joint employership, alter ego status, or joint venture, and with the permission and
17 consent of each of the other Defendants.

18 JURISDICTION AND VENUE

19 16. This Court has jurisdiction over all causes of action asserted herein under the
20 California Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in
21 all cases except those given to other trial courts. This Court also has jurisdiction over certain
22 causes of action under Business & Professions Code §§ 17203 and 17204, which provide for
23 exclusive jurisdiction for enforcement of this statute in any court of competent jurisdiction.

24 17. Venue in Santa Barbara County is proper under Business & Professions Code §
25 17203 and California Code of Civil Procedure § 395.5 because Defendants' unlawful conduct
26 occurred in Santa Barbara County, Defendants conducted substantial business in Santa Barbara
27 County, Plaintiffs worked at Defendants' fields and places of business located in Santa Barbara
28 County, and Defendants' liability arose in part in Santa Barbara County.

1 **FACTUAL ALLEGATIONS**

2 18. Plaintiffs worked for Defendants in various fields and locations in and around
3 Santa Barbara County, State of California. Plaintiffs were employed as non-exempt, hourly paid
4 employees who performed work as farm workers doing farm labor in an agricultural farming
5 business, including growing and harvesting fresh fruit. Plaintiff SANCHEZ worked for
6 Defendants from approximately March 19, 2019 to February 14, 2020. Plaintiff TORRES
7 worked for Defendants from approximately March 20, 2013 to November 18, 2019. Plaintiff
8 TRUJILLO worked for Defendants from approximately May 2014 to November 2016, and again
9 from approximately April 2018 to October 2019. Plaintiff REYES worked for Defendants from
10 approximately 2011 to September 4, 2019. Plaintiff NAVARRO worked for Defendants from
11 approximately 2015 to September 4, 2019. Plaintiff RIO worked for Defendants from
12 approximately May 26, 2018 to September 28, 2019. The foregoing Plaintiffs are hereinafter
13 sometimes collectively referred to as the "Class Rep Plaintiffs."

14 19. Class Rep Plaintiffs are informed and believe and thereon allege that in 2020 and
15 in the four years preceding the filing of this Complaint, each Defendant has employed other
16 individuals under the same or similar circumstances as the Class Rep Plaintiffs, and has
17 employed them at the same or similar job locations as the Class Rep Plaintiffs, in Santa Barbara
18 County, State of California. These individuals, along with Class Rep Plaintiffs, are referred to
19 collectively as the "Plaintiff Class" in this Complaint.

20 20. Throughout Plaintiffs' tenure with Defendants, Defendants scheduled Plaintiffs'
21 and other members of the Plaintiff Class' workday. Plaintiffs and other members of the Plaintiff
22 Class are or were instructed and required to report to work at Defendants' place of business to
23 work. Plaintiffs and other members of the Plaintiff Class were required to do, and did,
24 preliminary and post-liminary work without being clocked in, and they were not compensated for
25 this time. In addition, Plaintiffs and other members of the Plaintiff Class were required to wait at
26 their job locations for weather conditions to improve to enable them to work, and they were not
27 compensated for this waiting time.

28 21. Defendants have failed to compensate Plaintiffs and, on information and belief,

1 other members of Plaintiff Class, correct minimum wages for all hours worked in a shift at the
2 required minimum wages rate. Plaintiffs and other members of the Plaintiff Class are and were
3 only paid for the time they actually worked even though workers have or had established
4 reporting hours and must be on site during those hours or risk being fired. As a result, Defendants
5 have failed to compensate Plaintiffs and, on information and belief, other members of Plaintiff
6 Class, with correct minimum wages, overtime wages, and doubletime wages for all hours
7 worked.

8 22. Plaintiffs and, on information and belief, other members of the Plaintiff Class
9 routinely worked in excess of 10 hours per day, or seven days in a workweek, or in excess of 8
10 hours on the seventh day of the workweek, but were not paid applicable overtime and doubletime
11 pay rates for this work.

12 23. Defendants have failed to provide Plaintiffs and, on information and belief, other
13 members of the Plaintiff Class, uninterrupted, 30-minute meal periods on days they worked 5 or
14 more hours, and failed to provide them with two meal periods on days they worked 10 or more
15 hours. When Plaintiffs and other members of Plaintiff Class missed their proper meal periods
16 they were not provided with additional compensation as required by California Labor Code § 512
17 and Wage Order 14.

18 24. Defendants have failed to provide Plaintiffs and, on information and belief,
19 other members of Plaintiff Class rest periods based on the total hours worked daily at the rate of
20 10 minutes net rest time per 4 hours or major fraction thereof. When Plaintiffs and, on
21 information and belief, other members of Plaintiff Class missed their proper rest periods they
22 were not provided with additional compensation under Labor Code § 226.7 and Wage Order 14.

23 25. During the relevant statutory time period, Defendants have required Plaintiffs and
24 other members of Plaintiff Class to expend monies in direct consequence of the discharge of their
25 duties or of their obedience to the directions of the employer for purchasing items including, but
26 not limited to, boots, gloves, knives, notebooks, and pens. Plaintiffs and other members of
27 Plaintiff Class were not reimbursed for their expenses under Labor Code § 2802 and Wage Order
28 14.

1 26. As a result of the above, Defendants did not pay Plaintiffs and, on information and
2 belief, other members of Plaintiff Class, for all hours worked, the correct minimum wage,
3 liquidated damages, overtime pay, doubletime pay, missed meal and rest periods, and
4 reimbursement of expenses.

5 27. Plaintiffs and, on information and belief, other members of Plaintiff Class have
6 left the employment of Defendants and have not been paid the correct minimum wage, overtime
7 pay, doubletime pay, missed meal and rest period premiums, and reimbursement of expenses.
8 Defendants either terminated the employment of Plaintiffs and, on information and belief, other
9 members of Plaintiff Class, or they voluntarily left their employment with Defendants.

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

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

18 30. The additional factual allegations below are likely to have evidentiary support
19 after a reasonable opportunity for further investigation and discovery.

20 31. Plaintiffs and, on information and belief, other members of Plaintiff Class are
21 aggrieved employees as defined in Labor Code § 2699.

22 32. Defendants committed the following violations of the California Labor Code
23 against Plaintiffs and, on information and belief, other members of Plaintiff Class:

- 24 a. Defendants violated Labor Code §§ 210, 216, 223, 558, 1194, 1197, 1197.1, 1198,
25 and Wage Order 14 by failing to pay Plaintiffs and, on information and belief,
26 other members of Plaintiff Class all wages due for all hours worked.
- 27 b. Defendants violated Labor Code §§ 226, 558, 1174, 1197, 1197.1, 1198 and 1199
28 and Wage Order 14 by failing to pay minimum wage, overtime, and double time

1 wages for all hours worked; and failing to keep accurate information with respect
2 to all hours worked, including the beginning and ending of each work and meal
3 period.

4 c. Defendants violated Labor Code §§ 226.7, 512, and 558 by failing to permit and
5 provide Plaintiffs and, on information and belief, other members of Plaintiff Class
6 all meal and rest periods in accordance with Wage Order 14.

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

11 e. Defendants violated Labor Code §§ 226 and 226.3 by failing to maintain and
12 furnish to Plaintiffs and, on information and belief, other members of Plaintiff
13 Class, accurate time records showing all hours worked, including but not limited
14 to the actual time worked and the actual time scheduled and spent on meal breaks.

15 f. Defendants violated Labor Code § 2802 by failing to indemnify Plaintiffs and, on
16 information and belief, other members of Plaintiff Class for all necessary
17 expenditures or losses incurred in direct consequences of the discharge of their
18 duties and their obedience to the direction of Defendants.

19 g. Defendants violated Labor Code §§ 1197.1, 1198, and 1199 by causing Plaintiffs
20 and, on information and belief, other members of Plaintiff Class to work more
21 than the maximum hours and below the standard condition of labor fixed by the
22 commission, and to be paid a wage less than the minimum fixed by the
23 commission.

24 **CLASS ALLEGATIONS**

25 33. Proposed Class. Under California Code of Civil Procedure § 382, Plaintiffs
26 SANCHEZ, TORRES, TRUJILLO, REYES, NAVARRO, and RIO, as Class Representatives,
27 bring this action on their own behalf and on behalf of a class comprised of: all hourly paid
28 employees of Defendants RAMCO ENTERPRISES, L.P., SUNBERRY GROWERS, LLC,

1 CARLOS S. RAMIREZ, and DOES 1 through 10, inclusive, who have worked as farm workers
2 who are not exempt from minimum wage and overtime laws and covered by 8 Cal. Code of
3 Regulations § 11140 and Wage Order 14, during the period beginning four years prior to April 6,
4 2020 to the present ("Plaintiff Class").

5 34. Superiority of Class Action Mechanism. Class certification is appropriate because
6 Defendants have implemented a scheme that is generally applicable to the Plaintiff Class, making
7 it appropriate to issue final injunctive relief and corresponding declaratory relief with respect to
8 the Plaintiff Class as a whole. Class certification is also appropriate because the common
9 questions of law and fact predominate over any questions affecting only individual members of
10 the class. Each member of the proposed Plaintiff Class has been injured and is entitled to recover.
11 Class action treatment will allow those similarly situated persons to litigate their claims in the
12 manner that is most efficient and economical for the parties and the judicial system. Further, the
13 prosecution of separate actions against Defendants by individual class members would create a
14 risk of inconsistent or varying adjudications that would establish incompatible standards of
15 conduct for Defendants. Plaintiffs are informed and believe and thereon allege that the proposed
16 Plaintiff Class consists of well more than 150 current and former employees. Members of the
17 class are ascertainable but so numerous that joinder is impracticable. For all these and other
18 reasons, a class action is superior to other available methods for the fair and efficient
19 adjudication of the controversy set forth in this Complaint.

20 35. Community of Interest. Defendants, by their practices and policies, have violated
21 the rights of their employees under California's Unfair Competition Law (Business &
22 Professions Code §§ 17200, *et seq.*), and the California Labor Code. The questions raised by this
23 Complaint are of common or general interest to the Plaintiff Class members, who have a well-
24 defined community of interest in the questions of law and fact raised in this action. On
25 information and belief, the common questions of law and fact affecting the rights of all members
26 of the Plaintiff Class include, but are not necessarily limited to:

- 27 a. Whether Defendants' pay practices conform to the requirements of the
28 California Labor Code;

- 1 b. Whether Defendants violated Labor Code §§ 558, 1194, 1198, and Wage
2 Order 14 by failing to pay the overtime and doubletime premiums owed to
3 non-exempt, hourly paid employees who worked in excess of ten (10)
4 hours in one work day, or seven days in a workweek;
- 5 c. Whether Defendants failed to pay members of the Plaintiff Class their full
6 wages when due upon termination in violation of Labor Code §§ 201, 202
7 and 203;
- 8 d. Whether Defendants failed to pay minimum wages to members of the
9 Plaintiff Class for all hours worked, as required by Labor Code §§ 1194,
10 1194.2, 1197, 1197.1 and the minimum wage provisions of Wage Order
11 14;
- 12 e. Whether Defendants are required to pay liquidated damages to the Plaintiff
13 Class who were not paid the minimum wage for all hours worked as
14 required by Labor Code § 1194.2;
- 15 f. Whether Defendants are required to pay waiting time penalties to the
16 Plaintiff Class who were not paid wages due upon termination during the
17 relevant statutory period, as required by Labor Code §§ 201, 202, and 203;
- 18 g. Whether Defendants violated Labor Code § 226.7 and the meal and rest
19 period provisions of Wage Order 14 and Labor Code §§ 512 and 558, by
20 failing to provide adequate off-duty meal periods or by failing to authorize
21 and permit members of the Plaintiff Class to take all rest periods to which
22 they were entitled;
- 23 h. Whether Defendants violated Labor Code § 226.7 by failing to pay
24 members of the Plaintiff Class the premium compensation mandated by
25 that statute for missed meal and rest periods;
- 26 i. Whether Defendants failed to provide accurate, itemized wage statements
27 to members of the Plaintiff Class, as required by Labor Code § 226;
- 28 j. Whether Defendants violated Labor Code § 1174 and the record keeping

provisions of Wage Order 14 by failing to keep accurate records of employees' hours of work and other required documentation;

k. What relief is necessary to remedy Defendants' unfair and unlawful conduct as herein alleged;

l. Other questions of law and fact.

36. Adequacy of Plaintiffs as Class Representatives. The Class Rep Plaintiffs can adequately and fairly represent the interests of the Plaintiff Class as defined above because their individual interests are consistent with, not antagonistic to, the interests of the class. The claims of the Class Rep Plaintiffs are typical of the claims of the class as a whole in that they arise from Defendants' overall failure to conform their wage and hour practices to the requirements of the California Labor Code and Wage Order 14. Each of the Class Rep Plaintiffs was employed as a non-exempt, hourly paid farm worker, in Santa Barbara County, State of California, by Defendants RAMCO ENTERPRISES, L.P., SUNBERRY GROWERS, LLC, CARLOS S. RAMIREZ, or DOES 1 through 10, inclusive, during the relevant statutory period. Each of the Class Rep Plaintiffs was underpaid because of Defendants' unlawful employment policies and practices.

37. Adequacy of Counsel for the Class. Counsel for Plaintiffs possess the requisite resources and ability to prosecute this case as a class action and are experienced labor and employment attorneys who have successfully litigated other cases and class actions involving similar issues.

**FIRST CAUSE OF ACTION
FAILURE TO PAY MINIMUM WAGE
(LABOR CODE §§ 1194, 1194.2, 1197, 1197.1, & WAGE ORDER 14)
CLASS REP PLAINTIFFS AGAINST ALL DEFENDANTS**

38. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

39. This action is brought by Class Rep Plaintiffs for themselves and as representatives of other members of Plaintiff Class under Labor Code §§ 558, 1194 and 1194.2, which provide that any employee receiving less than the legal minimum wage is entitled to recover the unpaid balance of the full amount of this minimum wage compensation in a civil action plus an additional equal amount as liquidated damages, interest thereon, reasonable

1 attorney's fees, and costs of suit.

2 40. Class Rep Plaintiffs for themselves and as representatives of other members of
3 Plaintiff Class are or were employees in the State of California and each Defendant was and is an
4 employer employing persons in the State of California. As such, Class Rep Plaintiffs for
5 themselves and as representatives of other members of Plaintiff Class, were the type of persons
6 contemplated to be protected by Labor Code §§ 1194 and 1194.2 and such provisions were
7 intended to apply to Defendants and to prevent the type of injury and damage set forth herein.

8 41. Class Rep Plaintiffs and, on information and belief, other members of Plaintiff
9 Class were required to do, and did, preliminary and post-liminary work without being clocked in,
10 and they were not compensated for this time. In addition, Class Rep Plaintiffs and, on
11 information and belief, other members of the Plaintiff Class were required to wait at their job
12 locations for weather conditions to improve to enable them to work, and they were not
13 compensated for this waiting time. As such, Class Rep Plaintiffs and, on information and belief,
14 other members of Plaintiff Class have not been paid the California minimum wage for all hours
15 worked.

16 42. As a result of Defendants' conduct in not paying Class Rep Plaintiffs and, on
17 information and belief, other members of Plaintiff Class the legal minimum wage for all hours
18 worked, Class Rep Plaintiffs and, on information and belief, other members of Plaintiff Class
19 have been deprived of the legal minimum wage for all hours they worked.

20 43. Class Rep Plaintiffs, individually and on behalf of other current and former
21 employees of Defendants, bring this action for minimum wage, liquidated damages, interest,
22 reasonable attorneys' fees, and costs of suit under California Labor Code § 1194(a).

23 WHEREFORE, Class Rep Plaintiffs and other current and former members of Plaintiff
24 Class are entitled to recover the unpaid minimum wages, liquidated damages in an amount equal
25 to the minimum wages unlawfully unpaid under California Labor Code § 1194.2, interest
26 thereon, costs of suit; as well as reasonable attorney's fees. Defendants' acts and omissions as
27 alleged herein were willful, in bad faith, and without reasonable grounds for believing that the
28 acts or omissions were not a violation of state law.

1 **SECOND CAUSE OF ACTION**
2 **FAILURE TO PAY OVERTIME COMPENSATION**
3 **(LABOR CODE §§ 558, 1194, 1198 & WAGE ORDER 14)**
4 **CLASS REP PLAINTIFFS AGAINST ALL DEFENDANTS**

5 44. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

6 45. As described herein, Defendants violated California Labor Code §§ 558, 1194,
7 1198, and Wage Order 14 by employing Plaintiffs and other members of Plaintiff Class, in
8 excess of 10 hours in one day without paying the required overtime rate, or without paying the
9 required overtime rate for the first 8 hours of work by the employee on the seventh day of a
10 workweek, or without paying the applicable doubletime pay rate when the employee worked in
11 excess of 8 hours on the seventh day of a workweek.

12 46. Class Rep Plaintiffs and, on information and belief, other members of Plaintiff
13 Class were employees in the State of California and Defendants were employers in the State of
14 California. As such, Class Rep Plaintiffs and, on information and belief, other members of
15 Plaintiff Class were the type of persons contemplated to be protected by Labor Code § 1194 and
16 related regulations, which were intended to apply to Defendants and to prevent the type of injury
17 and damage set forth herein.

18 47. As a result of Defendants' conduct in requiring Class Rep Plaintiffs and, on
19 information and belief, other members of Plaintiff Class to work in excess of ten 10 hours per
20 day without paying the required overtime rate, or on a seventh day in the workweek without
21 paying the applicable overtime or doubletime pay rate, Class Rep Plaintiffs and, on information
22 and belief, other members of Plaintiff Class have sustained and will sustain damages in the
23 amount of the unpaid overtime and doubletime for all overtime and doubletime hours worked
24 together with interest thereon and attorneys' fees and costs of suit.

25 WHEREFORE, Class Rep Plaintiffs request relief as described herein and below.

26 **THIRD CAUSE OF ACTION**
27 **FAILURE TO PAY WAGES DUE AT TERMINATION IN TIMELY MANNER**
28 **(LABOR CODE §§ 201, 202, 203)**
 CLASS REP PLAINTIFFS AGAINST ALL DEFENDANTS

 48. Class Rep Plaintiffs incorporate all preceding paragraphs as though fully set forth
herein.

49. Defendants failed to pay Class Rep Plaintiffs and, on information and belief, other members of Plaintiff Class as herein alleged.

50. California Labor Code §§ 201 and 202 provide that all wages are due an employee immediately upon discharge or within 72 hours of termination where an employee quits without providing 72 hours notice.

51. Defendants failed to pay, in a timely manner, Class Rep Plaintiffs, and, on information and belief, other members of Plaintiff Class all of their wages due for work performed, and this failure continued through the time in which Class Rep Plaintiffs, and other members of Plaintiff Class quit or were discharged from their employment with Defendants. As a result, Defendants have violated California Labor Codes §§ 201 and 202.

52. California Labor Code § 203 provides for a penalty of one day of wages, for up to 30 days, for each day the employer willfully fails to pay terminated employees.

53. Defendants violated California Labor code §§ 201 and 202 by failing to pay employees who quit or were discharged all of the wages due under the time lines provided in those sections. Defendants willfully failed to pay all wages due because, among other things, the failure to pay was not inadvertent or accidental.

54. Class Rep Plaintiffs and, on information and belief, other members of Plaintiff Class, have not received all compensation due, entitling them to penalties under Labor Code § 203.

55. More than 30 days have passed since Class Rep Plaintiffs and, on information and belief, members of Plaintiff Class, have left Defendants' employ without receiving payment under Labor Code §§ 201 or 202, as applicable. As a consequence of Defendants' willful conduct in not paying all earned wages, Class Rep Plaintiffs and, on information and belief, members of Plaintiff Class are entitled to 30 working days' wages as a penalty under Labor Code § 203.

WHEREFORE, Class Rep Plaintiffs request relief as described herein and below.

FOURTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(LABOR CODE § 2802)

56. Class Rep Plaintiffs incorporate all preceding paragraphs as though fully set forth

1 herein.

2 57. Defendants failed to pay Class Rep Plaintiffs and, on information and belief, other
3 members of Plaintiff Class as herein alleged.

4 58. California Labor Code § 2802 requires employers to indemnify their
5 employees for all necessary expenditures or losses incurred by the employees in direct
6 consequence of the discharge of their duties or of their obedience to the directions of the
7 employer.

8 59. Wage Order 14 Section 9(B) provides that when tools or equipment are
9 required by the employer or are necessary to the performance of a job, such tools and equipment
10 shall be provided and maintained by the employer, except that an employee whose wages are at
11 least 2 times the minimum wage provided herein may be required to provide and maintain hand
12 tools and equipment customarily required by the trade or craft.

13 60. During the relevant statutory time period, Defendants have required Class Rep
14 Plaintiffs and, on information and belief, other members of Plaintiff Class, to expend monies in
15 direct consequence of the discharge of their duties or of their obedience to the directions of
16 Defendants for items including, but not limited to, boots, gloves, knives, notebooks, and pens.

17 61. As a direct and proximate result of Defendants' conduct as alleged above,
18 Class Rep Plaintiffs and, on information and belief, other members of Plaintiff Class have
19 sustained damages in the amount of the monies expended by them in direct consequence of the
20 discharge of their duties or of their obedience to the directions of Defendants for items including,
21 but not limited to, boots, gloves, knives, notebooks, and pens, all used while working.

22 WHEREFORE, Class Rep Plaintiffs request relief as described herein and below.

23 **FIFTH CAUSE OF ACTION**
24 **UNPAID MEAL PERIODS**
25 **(LABOR CODE §§ 226.7, 512 & WAGE ORDER 14)**
26 **CLASS REP PLAINTIFFS AGAINST ALL DEFENDANTS**

27 62. Class Rep Plaintiffs incorporate all preceding paragraphs as though fully set forth
28 herein.

63. This action is brought by Class Rep Plaintiffs and on behalf of other members of
Plaintiff Class for unpaid meal periods under Labor Code §§ 226.7 and 512 and Section 11 of

1 Wage Order 14, which provide that employers must provide employees who work more than five
2 5 hours per day with a 30-minute meal period wherein the employee is relieved of all duties.
3 Further, under Labor Code § 226.7(c), if an employer fails to provide an employee a meal period
4 in accordance with Wage Order 14, the employer shall pay the employee one hour of pay at the
5 employee's regular rate of compensation for each workday that the meal period is not provided.

6 64. Class Rep Plaintiffs and, on information and belief, other members of Plaintiff
7 Class were not provided with 30-minute, uninterrupted meal periods during their employment
8 with Defendants, and Defendants failed to compensate them for the missed meal periods. As a
9 direct and proximate result of Defendants' conduct as alleged above, Class Rep Plaintiffs and, on
10 information and belief, other members of Plaintiff Class have sustained damages in the amount
11 of one hour of wages for each day they missed their 30-minute, uninterrupted meal periods.

12 WHEREFORE, Class Rep Plaintiffs request relief as described herein and below.

13 **SIXTH CAUSE OF ACTION**
14 **UNPAID REST PERIODS**
15 **(LABOR CODE § 226.7 & WAGE ORDER 14)**
16 **CLASS REP PLAINTIFFS AGAINST ALL DEFENDANTS**

17 65. Class Rep Plaintiffs incorporate all preceding paragraphs as though fully set forth
18 herein.

19 66. This action is brought by Class Rep Plaintiffs and on behalf of other members of
20 Plaintiff Class, under Labor Code § 226.7 and Section 12 of Wage Order 14, which provides that
21 employers shall authorize and permit employees to take a rest period of 10 minutes net rest time
22 per 4 hours, or major fraction thereof, worked. This action is further brought under Labor Code §
23 226.7(c) and Section 12 of Wage Order 14, which provides that if an employer fails to provide an
24 employee with a rest period, the employer shall pay the employee one hour of pay for each work
25 day that a rest period was missed.

26 67. Class Rep Plaintiffs and, on information and belief, other members of Plaintiff
27 Class were not provided rest periods during their employment with Defendants.

28 68. As a direct and proximate result of Defendants' conduct as alleged above,
Class Rep Plaintiffs and, on information and belief, other members of Plaintiff Class have
sustained damages in the amount of one hour of wages for each day they missed their rest

1 periods.

2 WHEREFORE, Class Rep Plaintiffs request relief as described herein and below.

3 **SEVENTH CAUSE OF ACTION**
4 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH**
5 **ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS**
6 **(CALIFORNIA LABOR CODE § 226)**
7 **CLASS REP PLAINTIFFS AGAINST ALL DEFENDANTS**

8 69. Class Rep Plaintiffs incorporate all preceding paragraphs as though fully set forth
9 herein.

10 70. This action is brought by Class Rep Plaintiffs for themselves and other members
11 of Plaintiff Class under Labor Code § 226, which sets reporting requirements for employers
12 when paying wages, including,

13 Subdivision (a) provides, "Every employer shall, semimonthly or at the
14 time of each payment of wages, furnish each of his or her employees, either as a
15 detachable part of the check, draft, or voucher paying the employee's wages, or
16 separately when wages are paid by personal check or cash, an accurate itemized
17 statement in writing showing ... (2) total hours worked by the employee, ... (4) all
18 deductions, provided that all deductions made on written orders of the employee
19 may be aggregated and shown as one item, (5) net wages earned, ... (8) the name
20 and address of the legal entity that is the employer, and (9) all applicable hourly
21 rates in effect during the pay period and the corresponding number of hours
22 worked at each hourly rate by the employee."

23 Subdivision (e) provides, "An employee suffering injury as a result of a
24 knowing and intentional failure by an employer to comply with subdivision (a) is
25 entitled to recover the greater of all actual damages or fifty dollars (\$50) for the
26 initial pay period in which a violation occurs and one hundred dollars (\$100) per
27 employee for each violation in a subsequent pay period, not exceeding an
28 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of
costs and reasonable attorney's fees."

Subdivision (g) provides, "An employee may also bring an action for

1 injunctive relief to ensure compliance with this section, and is entitled to an award
2 of costs and reasonable attorney's fees."

3 71. Defendants knowingly and intentionally failed to provide paycheck deduction
4 statements that complied with Labor Code § 226 to Class Rep Plaintiffs and, on information and
5 belief, other members of Plaintiff Class by, *inter alia*, failing to document the total hours worked
6 by the employee, all deductions, net wages earned, the name and address of the legal entity that is
7 the employer, or all applicable hourly rates in effect during the pay period and the corresponding
8 number of hours worked at each hourly rate.

9 72. Class Rep Plaintiffs and, on information and belief, other members of Plaintiff
10 Class have been damaged by Defendants' failure to comply with Labor Code § 226 by, *inter alia*,
11 being unaware of, and therefore having to prove to this Court, the total hours worked by the
12 employee, all deductions, net wages earned, the name and address of the legal entity that is the
13 employer, and all applicable hourly rates in effect during the pay period and the corresponding
14 number of hours worked at each hourly rate.

15 73. As a direct and proximate result of Defendants' conduct as alleged above,
16 Class Rep Plaintiffs and other members of Plaintiff Class are entitled to a civil penalty of fifty
17 dollars (\$50) for the initial pay period, and one hundred dollars (\$100) for each subsequent pay
18 period for which Defendants violated the reporting requirements of Labor Code § 226, up to a
19 maximum of \$4,000, together with interest thereon and attorneys' fees and costs.

20 WHEREFORE, Class Rep Plaintiffs request relief as described herein and below.

21 **EIGHTH CAUSE OF ACTION**
22 **UNFAIR AND UNLAWFUL ACTS IN VIOLATION OF UNFAIR COMPETITION LAW**
23 **(CALIFORNIA BUSINESS & PROFESSIONS CODE §§ 17200, *ET SEQ.*)**
24 **CLASS REP PLAINTIFFS AGAINST ALL DEFENDANTS**

25 74. Class Rep Plaintiffs incorporate all preceding paragraphs as though fully set forth
26 herein.

27 75. By this cause of action, Class Rep Plaintiffs seek to enforce important rights
28 affecting the public interest.

76. Class Rep Plaintiffs and, on information and belief, other members of Plaintiff
Class suffered injury-in-fact and have lost money as a result of Defendants' unfair competition

1 alleged herein. Among the persons adversely affected by the unfair business practices of
2 Defendants as alleged herein are Defendants' employees.

3 77. The actions of Defendants alleged in this Complaint constitute unlawful and
4 unfair business practices within the meaning of Business & Professions Code §§ 17200, *et seq.*

5 78. As described herein, Defendants have violated the following California laws:

6 a. violation of California Labor Code § 201 by failing to pay all wages earned and
7 unpaid at the time of Class Rep Plaintiffs' or other members of Plaintiff Class' discharge from
8 employment by Defendants;

9 b. violation of California Labor Code § 202 by failing to pay all wages earned and
10 unpaid within 72 hours of the time of quitting by Class Rep Plaintiffs or other members of
11 Plaintiff Class from their employment by Defendants;

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

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

19 e. violation of California Labor Code § 223 by secretly paying a lower wage to Class
20 Rep Plaintiffs or other members of Plaintiff Class while purporting to pay the wage designated
21 by statute or by contract;

22 f. violation of California Labor Code § 226.3 by failing to provide Class Rep
23 Plaintiffs or other members of Plaintiff Class with accurate wage statements;

24 g. violation of California Labor Code § 226.6 by knowingly and intentionally
25 violating the provisions of California Labor Code § 226;

26 h. violation of California Labor Code § 226.7 by requiring Class Rep Plaintiffs or
27 other members of Plaintiff Class to work during meal periods and rest breaks mandated by Wage
28 Order 14 and failing to provide Class Rep Plaintiffs and other members of Plaintiff Class one

1 hour additional wages at the non-exempt employee's regular rate of compensation for each work
2 day that the meal period is not provided and one hour additional wages at the non-exempt
3 employee's regular rate of compensation for each work day that a rest break is not provided;

4 i. violation of California Labor Code § 2802 by failing to indemnify Class Rep
5 Plaintiffs and other members of Plaintiff Class for all necessary expenditures or losses incurred
6 by them in direct consequences of the discharge of their duties and their obedience to the
7 direction of Defendants.

8 j. violation of California Labor Code § 512 by failing to provide Class Rep
9 Plaintiffs and other members of Plaintiff Class with a meal period of not less than 30 minutes for
10 every work period of more than five hours per day and by not providing Class Rep Plaintiffs and
11 other members of Plaintiff Class with a second meal period of not less than 30 minutes for a
12 work period of more than 10 hours per day;

13 k. violation of Labor Code § 558 and provisions of Wage Order 14 by failing to pay
14 minimum, overtime, and doubletime wages for all hours worked; failing to authorize and permit
15 rest periods and provide meal periods; and failing to keep accurate information with respect to all
16 hours worked, including the beginning and ending of each day of work and meal period.

17 l. violation of Wage Order 14 for failing to authorize and permit all employees to
18 take rest periods, which insofar as practicable shall be in the middle of each work period, based
19 on the total hours worked daily at the rate of 10 minutes net rest time per 4 hours or major
20 fraction thereof;

21 m. violation of California Labor Code §§ 1197 and 1198 by failing to pay minimum
22 and overtime wages for all hours worked by Class Rep Plaintiffs and other members of Plaintiff
23 Class;

24 n. violation of California Labor Code § 1197.1 by failing to pay minimum and
25 overtime wages for all hours worked by Class Rep Plaintiffs and other members of Plaintiff
26 Class;

27 o. violation of California Labor Code §§ 1198 and 1199 by violating or causing
28 violations of Wage Order 14.

1 79. Defendants' acts and omissions alleged herein also constitute unfair and unlawful
2 practices in violation of California Business & Professions Code §§ 17200, *et seq.* because
3 Defendants' practices violate the above noted laws, or violate an established public policy, or the
4 practice is immoral, unethical, oppressive, unscrupulous, and substantially injurious to Class Rep
5 Plaintiffs and other members of Plaintiff Class, and the public.

6 80. As a result of their unlawful acts, Defendants have reaped and continue to reap
7 unfair benefits and unlawful profits at the expense of Class Rep Plaintiffs and other members of
8 Plaintiff Class. Defendants should be enjoined from this activity and ordered to restore to Class
9 Rep Plaintiffs and other members of Plaintiff Class, their wrongfully withheld wages pursuant to
10 Business & Professions Code § 17203. Class Rep Plaintiffs are informed and believe, and
11 thereon allege, that Defendants are unjustly enriched through their failure to pay legal and
12 contractual wages, and other compensation. Class Rep Plaintiffs are informed and believe, and
13 thereon allege, that Class Rep Plaintiffs and other members of Plaintiff Class are prejudiced by
14 Defendants' unfair business practices.

15 81. Business & Professions Code §§ 17200, *et seq.* defines unfair competition to
16 include any "unfair," "unlawful," or "deceptive" business practice. Business & Professions Code
17 §§ 17200, *et seq.* provides for injunctive and restitutionary relief for violations. Defendants'
18 failure to provide their employees with the lawful minimum, overtime, and doubletime wages,
19 meal or rest period premiums, and reimbursement of expenses, constitute unfair, unlawful, and
20 deceptive business practices.

21 82. Under Business and Professions Code §§ 17200 and 17203, Class Rep Plaintiffs
22 and other members of Plaintiff Class are also entitled to recover penalties under Labor Code §§
23 203 and 226.

24
25 **NINTH CAUSE OF ACTION**
26 **(PENALTIES UNDER PRIVATE ATTORNEYS' GENERAL ACT ("PAGA"),**
27 **CALIFORNIA LABOR CODE §§ 2698 and 2699, *ET SEQ.*)**
28 **CLASS REP PLAINTIFFS AGAINST ALL DEFENDANTS**

83. Class Rep Plaintiffs incorporate all preceding paragraphs as though fully set forth

1 herein

2 84. On or about April 22, 2020, Class Rep Plaintiffs provided written notice to the
3 Labor and Workforce Development Agency ("LWDA") and written notice by certified mail to
4 Defendants of the specific violations of the California *Labor Code* that Defendants have violated
5 and continue to violate, including the facts and theories that supported each alleged violation.

6 85. As of the filing of this complaint, neither the LWDA nor the Department of
7 Industrial Relations, Division of Labor Standards Enforcement have indicated an intention to
8 investigate the alleged violations.

9 86. Accordingly, Class Rep Plaintiffs have exhausted all administrative procedures
10 required of them under *Labor Code* §§ 2698, 2699, and 2699.3, and as a result, are justified as a
11 matter of right in bringing forward this cause of action.

12 87. As a result of the acts alleged above, Class Rep Plaintiffs, on behalf of themselves
13 and the Plaintiff Class, seek penalties under *Labor Code* §§ 2698 and 2699 because of
14 Defendants' violation of numerous provisions of the California *Labor Code*.

15 88. Class Rep Plaintiffs, on behalf of themselves and the Plaintiff Class, seek
16 penalties for Defendants' conduct as alleged herein as permitted by law.

17 89. Under *Labor Code* § 558, Class Rep Plaintiffs, on behalf of themselves and the
18 Plaintiff Class, are entitled to \$50 for any initial violation and \$100 for all subsequent violations
19 of the above-mentioned provisions of the *Labor Code*, plus an amount sufficient to recover
20 underpaid wages.

21 90. Under *Labor Code* § 2699, Class Rep Plaintiffs, on behalf of themselves and the
22 Plaintiff Class, should be awarded twenty-five percent (25%) of all penalties due under
23 California law, interest, attorneys' fees, and costs.

24 91. Under *Labor Code* § 2699, the State of California may be awarded seventy-five
25 percent (75%) of the penalties due under California law.

26 WHEREFORE, Class Rep Plaintiffs request relief as described herein and below.

27 **PRAYER FOR RELIEF**

28 WHEREFORE, Class Rep Plaintiffs pray for judgment as follows:

1 1. For unpaid minimum wages, according to proof, together with interest thereon, for
2 Class Rep Plaintiffs and other members of Plaintiff Class;

3 2. For an amount equal to the unpaid minimum wages, according to proof, together
4 with interest thereon under Labor Code § 1194.2, together with interest thereon, for Class Rep
5 Plaintiffs and other members of Plaintiff Class;

6 3. For an award of all unpaid overtime and doubletime wages in an amount to be
7 proven at trial.

8 4. For 30-day penalties under Labor Code § 203, according to proof, together with
9 interest thereon, for Class Rep Plaintiffs and other members of Plaintiff Class;

10 5. For reimbursement of all expenses incurred in direct consequence of the discharge
11 of their duties or of their obedience to the directions of the employer according to proof, together
12 with interest thereon;

13 6. For one hour of pay for each workday that a meal period was missed, according to
14 proof, for Class Rep Plaintiffs and other members of Plaintiff Class;

15 7. For one hour of pay for each workday that a rest period was missed, according to
16 proof, for Class Rep Plaintiffs and other members of Plaintiff Class;

17 8. For a wage premium of fifty dollars (\$50) for the first period for which
18 Defendants supplied Class Rep Plaintiffs and other members of Plaintiff Class paycheck
19 deduction statements in violation of Labor Code § 226 and one hundred dollars (\$100) for each
20 subsequent pay period for which Defendants supplied Class Rep Plaintiffs and members of
21 Plaintiff Class paycheck deduction statements in violation of Labor Code § 226, for Class Rep
22 Plaintiffs and other members of Plaintiff Class;

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

25 10. For restitution of full amounts, plus interest at the legal rate, of all unpaid
26 minimum, overtime, and doubletime wages, meal and rest period premiums, and reimbursement
27 of expenses and indemnification under Labor Code § 2802;

28 11. For an order enjoining Defendants from continuing to engage in the

aforementioned unlawful business practices in violation of Business & Professions Code §§ 17200, *et seq.*;

12. For all provisions of the Labor Code that state a specific penalty, penalties for each aggrieved employee as specifically provided;

13. Where the statute does not provide a specific penalty, for a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation;

14. For PAGA penalties under Labor Code §§ 2698 and 2699;

15. For attorneys' fees, expenses, and costs under Labor Code §§ 226, 1194, and 2699;

16. For interest under Labor Code §§ 218.6, 226, and 1194; and

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

DATED: June 29, 2020

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