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Attorneys for STATE OF CALIFORNIA ex rel.
ARTURO MALDONADO AND MARIA PAZ DELGADO
as Private Attorney General

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF KERN – METROPOLITAN DIVISION

STATE OF CALIFORNIA ex rel.
ARTURO MALDONADO AND MARIA
PAZ DELGADO, as Private Attorney
General,

Plaintiff,

v.

SUNVIEW VINEYARDS OF
CALIFORNIA, INC., a corporation; and
DOES 1-25, inclusive,

Defendants.

Case No. BCV-20-101845

Assigned for All Purposes to:

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

Trial Date: None

Complaint filed:

COMES NOW Plaintiff STATE OF CALIFORNIA ex rel. ARTURO MALDONADO
AND MARIA PAZ DELGADO as Private Attorney General (“Plaintiff”), who assert claims
against SUNVIEW VINEYARDS OF CALIFORNIA, INC., a corporation, and DOES 1 through
25, inclusive (collectively “Defendants” or “Employers”) as follows:

1 **INTRODUCTION**

2 1. Plaintiff brings this action under the Labor Code Private Attorneys General Act of
3 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of the State of California for
4 themselves, approximately 2,000 similarly situated current and former aggrieved employees
5 employed by Sunview Vineyards of California, Inc. between June 3, 2019, and the conclusion of
6 this action (“Statutory Period”), and the People of the State of California (hereinafter collectively
7 “Employees”).

8 2. PAGA, specifically Section 2699, subdivision (a) of the California Labor Code,
9 permits an aggrieved employee to recover civil penalties set forth within the California Labor
10 Code for violations of the California Labor Code. In addition, Section 2699(f) establishes civil
11 penalties for violations of California Labor Code provisions that do not contain their own civil
12 penalties. Employees bring this civil action to recover civil penalties for the violations identified
13 below, including civil penalties pursuant to Section 2699, subdivision (f) as well as those civil
14 penalties specifically set forth within the text of the California Labor Code. Those civil penalties
15 are sought for violations committed against Employees of Employers.

16 3. Pursuant to Section 2699.3, Plaintiff gave proper notice to the California Labor and
17 Workforce Development Agency and Defendants of the specific provisions of the California
18 Labor Code alleged to have been violated, including the facts and theories to support the alleged
19 violation. The LWDA neither inspected nor investigated the violations. With respect to those
20 violations that were curable under Subdivision (c)(1), if any, the Employers failed to cure the
21 violations within the time provided under PAGA. Plaintiff and Employees are, therefore, entitled
22 to all civil penalties pursuant to Sections 2699(a), and pursuant to Section 2699(f), in addition to
23 Plaintiff’s costs and attorneys’ fees.

24 **JURISDICTION AND VENUE**

25 4. This Court has jurisdiction over this action pursuant to the California Constitution,
26 Article VI, §10.

27 5. Venue is proper in this Court because this action arises from employment in Kern
28 County.

1 **PARTIES**

2 6. For all times relevant herein, ARTURO MALDONADO AND MARIA PAZ
3 DELGADO were adult individuals residing in Kern County, California. Mr. Maldonado and Ms.
4 Delgado are not suing in their individual capacity; they are proceeding herein solely under the
5 PAGA, on behalf of the State of California for all aggrieved employees, including themselves and
6 approximately 2,000 other aggrieved employees.

7 7. For all times relevant herein, Plaintiff is informed and believes, and on that basis
8 alleges, that Defendant SUNVIEW VINEYARDS OF CALIFORNIA, INC. was and is a
9 California corporation with its principal place of business in Kern County, California.

10 8. Whenever in this Complaint reference is made to any act, deed, or conduct of
11 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or
12 through one or more of its agents, employees, or representatives, who was actively engaged in the
13 management, direction, control, or transaction of the business and affairs of Defendants.

14 9. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
15 associate, or otherwise, of the defendants sued herein as Does 1 through 25, inclusive, and
16 therefore sues said defendants (the "Doe Defendants") by such fictitious names. Plaintiff will
17 amend this Complaint to insert the true names and capacities of the Doe Defendants at such time
18 as the identities of the Doe Defendants are ascertained.

19 10. Plaintiff is informed and believes, and based thereon alleges, that the Doe
20 Defendants are the partners, agents, or principals and co-conspirators of Defendants, and of each
21 other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged
22 directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and
23 accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable
24 to the extent of the liability of Defendants as alleged herein.

25 11. Plaintiff is further informed and believe, and thereon allege, that at all times herein
26 material, each Defendant was completely dominated and controlled by its co-Defendant(s) and
27 each was the alter ego of the other. Whenever and wherever reference is made in this Complaint to
28 any conduct by Defendants, or any of them, such allegations and references shall also be deemed

1 to mean the conduct of each of the Defendants, acting individually, jointly, and severally.
2 Whenever and wherever reference is made to individuals who are not named as defendants in this
3 Complaint, but were employees and/or agents of Defendants, such individuals at all relevant times
4 acted on behalf of Defendants named in this Complaint within the scope of their respective
5 employment or agency with Defendants.

6 **FIRST COUNT**

7 **Failure to Pay Reporting Time Pay**

8 **(By Plaintiff against All Defendants)**

9 12. Plaintiff incorporates by reference and realleges each and every allegation
10 contained above, as though fully set forth herein.

11 13. “The maximum hours of work and the standard conditions of labor fixed by the
12 commission [Industrial Welfare Commission] shall be the maximum hours of work and the
13 standard conditions of labor for employees. The employment of any employee for longer hours
14 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”
15 Cal. Lab. Code, § 1198.

16 14. The conditions of labor under the applicable Industrial Welfare Commission
17 order includes a requirement that Employer pay reporting time pay under certain circumstances.
18 Each workday that an employee is required to report to the work site and does report, but is not
19 put to work or is furnished less than half of his/her usual or scheduled day’s work, the employer
20 shall pay him/her for half the usual or scheduled day’s work, but in no event for less than two (2)
21 hours nor more than four (4) hours at the employee’s regular rate of pay, which shall not be less
22 than the minimum wage.

23 15. Throughout the Statutory Period, Employer required Employees to report to work
24 in the field at a time specified by Employer each morning where Employees, including Mr.
25 Maldonado and Ms. Delgado, were assigned by Employer to work. Employees, including Mr.
26 Maldonado and Ms. Delgado, did their part and reported to work as instructed each morning (in
27 fact, Employer required Employees to report to work several minutes before their scheduled start
28 time without pay or recording these pre-shift hours worked); however, Employer regularly advised

1 Employees that there was no work for them to do upon reporting for work, and sent them home
2 without pay. Although Employer's labor needs were foreseeable, and Employer had the ability to
3 provide reasonable notice to Employees prior to their scheduled shift time that there was no work
4 for each day in the Statutory Period, Employer gave Employees neither notice nor reporting time
5 pay as required by the applicable Industrial Welfare Commission order. For example, even if the
6 Employer knew or should have known that rain was likely in the forecast, the Employer would
7 nonetheless require Employees to report for work -- even if it was raining earlier that morning the
8 same day. Worse yet, the Employer failed to pay reporting time for such instances. Employer
9 would send Employees home without paying them half of their usual or scheduled day's work
10 (i.e., the maximum 4 hours required by the IWC order), in violation of Employer's legal duty.
11 Employer is liable for civil penalties.

12 16. As a result of the Employer's foregoing acts and omissions, throughout the
13 Statutory Period Employer also violated Labor Code sections 1174, 1197, 1198, 204, 204b, and
14 205.5 which required Employer to timely pay Employees the foregoing wages and record all hours
15 worked; Employer also violated Labor Code section 226 by failing to accurately list all gross
16 wages earned and net wages earned on Employees' wage statements at each time payment was
17 due; for Employees who either were discharged or quit at any time during the Statutory Period, the
18 failure to pay reporting time wages owed or waiting time wages also caused a derivative violation
19 of Labor Code sections 201, 202, and 203. Employer is liable for additional civil penalties for
20 violations of these additional Labor Code sections.

21 17. Employees are entitled to all civil penalties provided by law.

22 **SECOND COUNT**

23 **Failure to Pay at Least Minimum Wage for All Hours Worked During Rest Periods**

24 **(By Plaintiff against All Defendants)**

25 18. Plaintiff incorporates by reference and realleges each and every allegation
26 contained above, as though fully set forth herein.

27 19. Section 1197 provides that "[t]he minimum wage for employees fixed by the
28 commission or by any applicable state or local law, is the minimum wage to be paid to employees,

1 and the payment of a lower wage than the minimum so fixed is unlawful.” “[O]n and after
2 January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per
3 hour.” Cal. Lab. Code, § 1182.12, subd. (a). “[T]he minimum wage for all industries shall not be
4 less than the amounts set forth in this subdivision (1) For any employer who employs 26 or
5 more employees, the minimum wage shall be as follows: (A) From January 1, 2017, to December
6 31, 2017, inclusive,—ten dollars and fifty cents (\$10.50) per hour. (B) From January 1, 2018, to
7 December 31, 2018, inclusive,—eleven dollars (\$11) per hour. (C) From January 1, 2019, to
8 December 31, 2019, inclusive,—twelve dollars (\$12) per hour. (D) From January 1, 2020, to
9 December 31, 2020, inclusive,—thirteen dollars (\$13) per hour.” Cal. Lab. Code, § 1182.12,
10 subd. (b).

11 20. Throughout the Statutory Period, Employer’s policy and practices required
12 Employees, including Mr. Maldonado and Ms. Delgado, to take two 15-minute rest breaks during
13 their workdays; however, Employer paid them only approximately 10 minutes for these rest
14 periods mandated by Employer where Employees were not free to leave the Employers’ premises
15 or otherwise free of the Employers’ control. Because Employer required Employees to take 15-
16 minute rest periods on the Employer’s premises, during which they were subject to the Employer’s
17 control, Employer was required to pay Employees for the full 15 minutes of each rest period
18 required by the Employer. Employer paid zero dollars for nonproductive time after 10 minutes
19 during rest periods mandated by the Employer. Consequently, Employer violated the foregoing
20 minimum wage laws.

21 21. As a result of the Employer’s foregoing acts and omissions, throughout the
22 Statutory Period Employer also violated Labor Code sections 1174, 1197, 1198, 204, 204b, 205.5,
23 226.2, and 226.7 which required Employer to record rest periods as hours worked and timely pay
24 Employees the foregoing wages; Employer also violated Labor Code section 226 by failing to
25 accurately list all hours worked, gross wages earned, and net wages warned on Employees’ wage
26 statements at each time payment was due; for Employees who were either discharged or quit at
27 any time during the Statutory Period, the failure to pay minimum wages owed or waiting time
28

1 wages also caused a derivative violation of Labor Code sections 201, 202, and 203. Employer is
2 liable for additional civil penalties for violations of these additional Labor Code sections.

3 22. Defendants are subject to additional civil penalties as provided by law.

4 23. Mr. Maldonado and Ms. Delgado are also among the aggrieved employees on
5 whose behalf Case No. LWDA-CM-487515-18 was filed by Juan Lopez. A copy of the claim is
6 incorporated herein as is if fully set forth. Throughout the Statutory Period, Mr. Maldonado, Ms.
7 Delgado, and all of the Employees on whose behalf this claim is filed experienced the same
8 violations as Mr. Lopez based on the same facts and Labor Code sections identified in his claim.

9 **PRAYER**

10 WHEREFORE, Plaintiff and Employees pray for judgment against Defendants, as follows:

11 1. For civil penalties pursuant to Labor Code sections 2698, *et seq.* in an amount not
12 less than \$1,000,000;

13 2. For reasonable costs and attorneys' fees; and

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

15 DATED: August 10, 2020

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A Professional Corporation

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19 By: 
RUBEN ESCOBEDO
Attorney for STATE OF CALIFORNIA ex
20 rel. ARTURO MALDONADO AND MARIA
21 PAZ DELGADO as Private Attorney General
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