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Individually and as Private Attorney General

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

STATE OF CALIFORNIA ex rel.
LAURA VILLEGAS RAMIREZ,
Individually and as Private Attorney
General,

Plaintiff,

v.

JAZMINE AG LABOR SERVICES, INC.,
a corporation; JASMINE QUINTANILLA,
an individual; and DOES 1-25, inclusive,

Defendants.

Case No. BCV-20-102317

Assigned for All Purposes to:

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

DEMAND FOR JURY TRIAL

Trial Date: None

Complaint filed:

COMES NOW Plaintiff STATE OF CALIFORNIA ex rel. LAURA VILLEGAS RAMIREZ Individually and as Private Attorney General (“Plaintiff”), who asserts claims against JAZMINE AG LABOR SERVICES, INC., a corporation, and JASMINE QUINTANILLA, an individual, and DOES 1 through 25, inclusive (collectively “Defendants” or “Employer”) as follows:

INTRODUCTION

1. Plaintiff brings this action under the Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of the State of California for

approximately 100 similarly situated current and former aggrieved employees, and the People of the State of California (hereinafter collectively “Employees”) employed by Jazmine Ag Labor Services, Inc. and/or Jasmine Quintanilla (“Employer”) between April 6, 2019 and the conclusion of the action (“Statutory Period”).

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

3. Pursuant to Section 2699.3, subdivisions (a)(1) and (b)(1), Plaintiff gave proper notice to the California Labor and Workforce Development Agency, the Division of Occupational Safety and Health, and Defendants, of the specific provisions of the California Labor Code alleged to have been violated, including the facts and theories to support the alleged violation. Neither the LWDA nor the Division of Occupational Safety and Health inspected or investigated the violations. With respect to those violations that were curable under Subdivisions (b)(1) and/or (c)(1), the Employer failed to cure the violations within the time provided under PAGA. Plaintiff and Employees are, therefore, entitled to all civil penalties pursuant to Sections 2699(a), and pursuant to Section 2699(f), in addition to Plaintiff's costs and attorneys' fees.

JURISDICTION AND VENUE

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

5. Venue is proper in this Court because Defendants reside in Kern County.

PARTIES

6. For all times relevant herein, LAURA VILLEGAS RAMIREZ was an adult individual residing in Kern County, California. Ms. Ramirez is suing in both his individual

1 capacity and is proceeding herein under the PAGA as proxy for the State of California for all
2 aggrieved employees, including himself and approximately 100 other aggrieved employees.

3 7. For all times relevant herein, Plaintiff is informed and believes, and on that basis
4 alleges, that Defendant JAZMINE AG LABOR SERVICES, INC. was and is a corporation with
5 its principal place of business in McFarland, CA.

6 8. For all times relevant herein, Plaintiff is informed and believes, and on that basis
7 alleges, that Defendant JASMINE QUINTANILLA was and is an individual residing in
8 McFarland, CA.

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

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

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

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

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

5 **FIRST COUNT**

6 **Failure to Pay Minimum Wages Owed**

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

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

10 14. Section 1197 provides that “[t]he minimum wage for employees fixed by the
11 commission or by any applicable state or local law, is the minimum wage to be paid to employees,
12 and the payment of a lower wage than the minimum so fixed is unlawful.” “[O]n and after
13 January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per
14 hour.” Cal. Lab. Code, § 1182.12, subd. (a). “[T]he minimum wage for all industries shall not be
15 less than the amounts set forth in this subdivision (1) For any employer who employs 26 or
16 more employees, the minimum wage shall be as follows: (A) From January 1, 2017, to December
17 31, 2017, inclusive,—ten dollars and fifty cents (\$10.50) per hour. (B) From January 1, 2018, to
18 December 31, 2018, inclusive,—eleven dollars (\$11) per hour. (C) From January 1, 2019, to
19 December 31, 2019, inclusive,—twelve dollars (\$12) per hour. (D) From January 1, 2020, to
20 December 31, 2020, inclusive,—thirteen dollars (\$13) per hour.” Cal. Lab. Code, § 1182.12,
21 subd. (b).

22 15. Pursuant to Section 1197.1, “(a) Any employer or other person acting either
23 individually or as an officer, agent, or employee of another person, who pays or causes to be paid
24 to any employee a wage less than the minimum fixed by an applicable state or local law, or by an
25 order of the commission shall be subject to a civil penalty, restitution of wages, liquidated
26 damages payable to the employee, and any applicable penalties imposed pursuant to Section 203
27 as follows: (1) For any initial violation that is intentionally committed, one hundred dollars (\$100)
28 for each underpaid employee for each pay period for which the employee is underpaid. This

1 amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated
2 damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section
3 203. (2) For each subsequent violation for the same specific offense, two hundred fifty dollars
4 (\$250) for each underpaid employee for each pay period for which the employee is underpaid
5 regardless of whether the initial violation is intentionally committed. This amount shall be in
6 addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to
7 Section 1194.2, and any applicable penalties imposed pursuant to Section 203.”

8 16. Throughout the Statutory Period, and for the 4-year period preceding this
9 Complaint as it relates to Plaintiff’s individual claims, and for the 4-year period preceding this
10 Complaint as it relates to Plaintiff’s individual claims, Employer failed to pay Employees at least
11 minimum wage for all time worked, including: (1) Hours worked during meal periods. While
12 Employees received meal periods, they were unable to leave the premises yet Employer continued
13 to deduct this time from their pay. (2) Hours worked during Employees’ second rest periods
14 which were unpaid and tacked onto unpaid meal periods; and (3) Time deducted from Employees’
15 pay at the beginning of the work day as punishment for arriving late in violation of § 221.
16 Consequently, Employer violated the foregoing minimum wage laws.

17 17. Employees are entitled to all civil penalties provided by law. Plaintiff is also
18 entitled in her individual capacity to all damages, restitution, penalties, and other relief available
19 under the California Labor Code and Business & Professions Code.

20 **SECOND COUNT**

21 **Failure to Pay Overtime Wages Owed**

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

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

25 19. “The maximum hours of work and the standard conditions of labor fixed by the
26 commission shall be the maximum hours of work and the standard conditions of labor for
27 employees. The employment of any employee for longer hours than those fixed by the order or
28 under conditions of labor prohibited by the order is unlawful.” Cal. Lab. Code, § 1198. Prior to

1 January 1, 2019, pursuant to Industrial Welfare Commission Wage Order 14, “employees shall not
2 be employed more than ten (10) hours in any one workday or more than six (6) days in any
3 workweek unless the employee receives one and one-half (1 1/2) times such employee’s regular
4 rate of pay for all hours worked over ten (10) hours in any workday and for the first eight (8) hours
5 on the seventh (7th) day of work and double the employee’s regular rate of pay for all hours
6 worked over eight (8) on the seventh (7th) day of work in the workweek.”

7 20. Effective January 1, 2019, for employers of more than 25 employees like
8 Employer, Wage Order 14 provides that Employees shall not be employed more than nine and
9 one-half (9 1/2) hours per workday or fifty-five (55) hours per workweek unless the employee
10 receives one and one-half (1 1/2) times such employee’s regular rate of pay for all hours worked
11 over nine and one-half (9 1/2) hours in any one workday or more than fifty-five (55) hours in any
12 one workweek.

13 21. Starting January 1, 2020, Employees shall not be employed more than nine (9)
14 hours per workday or fifty (50) hours per workweek unless the employee receives one and one-
15 half (11/2) times such employee’s regular rate of pay for all hours worked over nine (9) hours in
16 any one workday or more than fifty (50) hours in any one workweek.

17 22. Starting January 1, 2021, Employees shall not be employed more than eight and
18 one-half (8 1/2) hours per workday or forty-five (45) hours per workweek unless the employee
19 receives one and one-half (1 1/2) times such employee’s regular rate of pay for all hours worked
20 over eight and one-half (8 1/2) hours in any one workday or more than forty-five (45) hours in any
21 one workweek.

22 23. Starting January 1, 2022, Employees shall not be employed more than eight (8)
23 hours per workday or work in excess of forty (40) hours per workweek unless the employee
24 receives one and one-half (1 1/2) times such employee’s regular rate of pay for all hours worked
25 over eight (8) hours in any workday or more than forty (40) hours in any workweek and double
26 the employee’s regular rate of pay for all hours worked over twelve (12) hours in any one
27 workday.

28

24. “Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages.” Cal. Lab. Code, § 558, subd. (a).

25. Because Employees' hours worked were improperly not counted, Employees accrued additional overtime wages for hours in excess of daily and weekly overtime thresholds that were never paid to Employees.

26. The Employees are entitled to all civil penalties available under the PAGA. Plaintiff is also entitled in her individual capacity to all damages, restitution, penalties, and other relief available under the California Labor Code and Business & Professions Code.

THIRD COUNT

Failure to Provide Compliant Rest Periods or Pay Rest Premiums

(By Plaintiff against All Defendants)

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

28. Pursuant to Industrial Welfare Commission Wage Order 14, employers must provide non-exempt employees a ten (10) minute duty-free rest period for every four (4) hours worked or major fraction thereof. Duty-free rest periods must be paid. An employer who fails to provide a duty-free rest period must pay the employee an additional one (1) hour of regular pay for each day in which a duty-free rest period is not provided. Cal. Lab. Code, § 226.7, subd. (c).

29. “Any employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period

1 for which the employee was underpaid in addition to an amount sufficient to recover underpaid
2 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
3 employee for each pay period for which the employee was underpaid in addition to an amount
4 sufficient to recover underpaid wages.” Cal. Lab. Code, § 558, subd. (a).

5 30. Throughout the Statutory Period, and for the 4-year period preceding this
6 Complaint as it relates to Plaintiff’s individual claims, Employer maintained an illegal practice of
7 not providing Employees with second or third paid 10-minute rest periods, which were controlled
8 and ordered by managers. While Employees were given a first rest period, Employer failed to
9 provide Employees with a compliant paid second rest period when Employees worked between 6
10 and 10 hours. Employer regularly gave Employees an extra-long 40 minute meal period (unpaid)
11 and deemed the extra 10 minutes the Employees’ second rest period. Nor did Employer authorize
12 or permit a third rest period when Employees worked more than 10 hours. Employer had no
13 system for reporting break violations or receiving premium wages under § 226.7, and Employer
14 never paid such wages.

15 31. The Employees are entitled to all civil penalties available under the PAGA.
16 Plaintiff is also entitled in her individual capacity to all damages, restitution, penalties, and other
17 relief available under the California Labor Code and Business & Professions Code.

18 **FOURTH COUNT**

19 **Failure to Provide Compliant Meal Periods or Pay Meal Premiums**

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

21 32. Plaintiff incorporates by reference and realleges each and every allegation
22 contained above, as though fully set forth herein.

23 33. “An employer may not employ an employee for a work period of more than five
24 hours per day without providing the employee with a meal period of not less than 30 minutes,
25 except that if the total work period per day of the employee is no more than six hours, the meal
26 period may be waived by mutual consent of both the employer and employee. An employer may
27 not employ an employee for a work period of more than 10 hours per day without providing the
28 employee with a second meal period of not less than 30 minutes, except that if the total hours

1 worked is no more than 12 hours, the second meal period may be waived by mutual consent of the
2 employer and the employee only if the first meal period was not waived.” Cal. Lab. Code, § 512,
3 subd. (a).

4 34. Pursuant to Labor Code sections 226.7 and 512, and Wage Order 14, duty-free
5 meal periods of no less than thirty (30) minutes are required for all non-exempt employees who
6 work at least five (5) hours in a work period per day. The employee must be free to leave the
7 employer’s premises. An employer may not employ an employee for a work period of more than
8 10 hours per day without providing the employee with a second meal period of not less than 30
9 minutes. Time records of meal periods must be kept. Meal periods must be paid when the
10 employee is not relieved of all duties or free to leave the premises. An employer who fails to
11 provide a duty-free meal period must pay the employee an additional one (1) hour regular pay for
12 each day in which a duty-free meal period is not provided.

13 35. “If an employer fails to provide an employee a meal or rest or recovery period in
14 accordance with a state law, including, but not limited to, an applicable statute or applicable
15 regulation, standard, or order of the Industrial Welfare Commission, the Occupational Safety and
16 Health Standards Board, or the Division of Occupational Safety and Health, the employer shall
17 pay the employee one additional hour of pay at the employee’s regular rate of compensation for
18 each workday that the meal or rest or recovery period is not provided.” Cal. Lab. Code, § 226.7,
19 subd. (c).

20 36. “Any employer or other person acting on behalf of an employer who violates, or
21 causes to be violated, a section of this chapter or any provision regulating hours and days of work
22 in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows:
23 (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period
24 for which the employee was underpaid in addition to an amount sufficient to recover underpaid
25 wages. (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid
26 employee for each pay period for which the employee was underpaid in addition to an amount
27 sufficient to recover underpaid wages.” Cal. Lab. Code, § 558, subd. (a).

37. Throughout the Statutory Period, and for the 4-year period preceding this Complaint as it relates to Plaintiff's individual claims, although Employees were entitled to a meal period within the first five (5) hours of work, Employer regularly scheduled Employees' first meal periods after such time and failed to provide a timely second meal period after 10 hours of work as required by law. Moreover, Employees were not free of all control during meal periods and not free to leave the premises. Employer had no system for reporting break violations or receiving premium wages under § 226.7, and Employer never paid such wages.

38. The Employees are entitled to all civil penalties available under the PAGA. Plaintiff is also entitled in her individual capacity to all damages, restitution, penalties, and other relief available under the California Labor Code and Business & Professions Code.

FIFTH COUNT

Inaccurate Wage Statements and Wage Statement Records

(By Plaintiff against All Defendants)

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

40. “An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the

1 corresponding number of hours worked at each hourly rate by the employee....” Cal. Lab. Code, §
2 226, subd. (a).

3 41. “Any employer who violates subdivision (a) of Section 226 shall be subject to a
4 civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an
5 initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent
6 citation, for which the employer fails to provide the employee a wage deduction statement or fails
7 to keep the records required in subdivision (a) of Section 226. The civil penalties provided for in
8 this section are in addition to any other penalty provided by law.” Cal. Lab. Code, § 226.3.

9 42. Throughout the Statutory Period, and for the 4-year period preceding this
10 Complaint as it relates to Plaintiff’s individual claims, Employer failed to furnish Employees with
11 accurate itemized statements at the time of each payment of wages showing all deductions, the
12 correct gross wages earned, correct total hours worked, correct net wages earned, and the
13 corresponding correct number of hours worked at each applicable hourly rate. Rather than
14 providing statements of actual time worked and a correct payment of wages based thereon,
15 Employer failed to capture and pay Employees for all hours worked, and also failed to capture and
16 pay premium pay for missed meal and rest periods. Consequently, Employer failed to provide
17 Employees accurate itemized wages statements as required by Section 226.

18 43. Throughout the Statutory Period, and for the 4-year period preceding this
19 Complaint as it relates to Plaintiff’s individual claims, Employer also violated subdivisions (a),
20 (b), and (c) of Section 226 by: (1) issuing inaccurate wage statements that failed to indicate the
21 address of the legal entity that employed Employees (improperly including a McFarland,
22 California post office on the statements); and (2) failing to issue or maintain or produce upon
23 Employees’ request either a duplicate of the itemized statements provided to Employees or a
24 computer-generated record that accurately shows all of the required information, including the true
25 address of the employer, only the last four digits of Employees’ Social Security number, and,
26 because the Employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the
27 name and address of the legal entity that secured the services of the Employer. As for
28 recordkeeping, Employer also failed to keep accurate records of all hours worked in violation of

1 Labor Code §§ 1174 and 1198 (incorporating the applicable IWC Wage Order which requires
2 accurate records of hours worked).

3 44. The Employees are entitled to all civil penalties available under the PAGA.
4 Plaintiff is also entitled in her individual capacity to all damages, restitution, penalties, and other
5 relief available under the California Labor Code and Business & Professions Code.

6 **SIXTH COUNT**

7 **Untimely Payment of Wages**

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

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

11 46. Generally, “[a]ll wages, other than those mentioned in Section 201, 201.3, 202,
12 204.1, or 204.2, earned by any person in any employment are due and payable twice during each
13 calendar month, on days designated in advance by the employer as the regular paydays. Labor
14 performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
15 between the 16th and the 26th day of the month during which the labor was performed, and labor
16 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
17 between the 1st and 10th day of the following month.” Cal. Lab. Code, § 204, subd. (a).

18 47. Generally, “[l]abor performed by a weekly-paid employee during any calendar
19 week and prior to or on the regular payday shall be paid for not later than the regular payday of the
20 employer for such weekly-paid employee falling during the following calendar week. Labor
21 performed by a weekly-paid employee during any calendar week and subsequent to the regular
22 payday shall be paid for not later than seven days after the regular payday of the employer for such
23 weekly-paid employee falling during the following calendar week.” Cal. Lab. Code, § 204b.

24 48. Special rules govern agricultural employees, however: “All wages, other than those
25 mentioned in Sections 201 and 202, earned by any agricultural employee, as defined in Section
26 1140.4, are due and payable twice during each calendar month, on days designated in advance by
27 the agricultural employer as the regular paydays. Labor performed between the 1st and the 15th
28 days, inclusive, of any calendar month shall be paid between the 16th and the 22nd day of the

1 month during which the labor was performed. Labor performed between the 16th and the last day, inclusive, of any calendar month shall be paid between the first and the seventh day of the following month.” Cal. Lab. Code, § 205.5.

49. “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” Cal. Lab. Code, § 210, subd. (a).

50. Rather than timely paying Employees all wages due within the periods set forth above, Throughout the Statutory Period, and for the 4-year period preceding this Complaint as it relates to Plaintiff’s individual claims, Employer failed to timely pay Employees for all hours worked and all premium wages.

51. The Employees are entitled to all civil penalties available under the PAGA.

SEVENTH COUNT

Failure to Pay Wages at Termination

(By Plaintiff against All Defendants)

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

53. “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Cal. Lab. Code, § 201, subd. (a). “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then

1 accrued under this section, is not entitled to any benefit under this section for the time during
2 which he or she so avoids payment.” Cal. Lab. Code, § 203, subd. (a).

3 54. Throughout the Statutory Period, and for the 4-year period preceding this
4 Complaint as it relates to Plaintiff’s individual claims, Employer failed to pay Employees at least
5 minimum wage, overtime, and all premium wages for all time worked. These wages were owed
6 and due to Employees at the time of their discharge, or within the statutorily prescribed time of
7 Employees’ resignation. Employer did not provide these payments to Employees at the time of
8 termination or within a sufficient time of resignation as required by law. Employer’s failure to
9 timely pay these wages at the time of termination, and failure to pay Employees’ continued wages
10 for the 30-day period thereafter, constitutes a violation of Sections 201 and 203

11 55. The Employees are entitled to all civil penalties available under the PAGA.
12 Plaintiff is also entitled in her individual capacity to all damages, restitution, penalties, and other
13 relief available under the California Labor Code and Business & Professions Code.

14 **EIGHTH COUNT**

15 **Violation of Health and Safety Standards for Sanitary Facilities**

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

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

19 57. “All employers shall comply with standards relating to sanitary facilities adopted
20 by the Occupational Safety and Health Standards Board pursuant to Chapter 6 (commencing with
21 Section 140) of Division 1.” Cal. Lab. Code, § 2260. Throughout the Statutory Period, and for
22 the 4-year period preceding this Complaint as it relates to Plaintiff’s individual claims, Employer
23 violated the following provisions of applicable regulation, Cal. Code Regs., tit. 8, § 3457: “(1)
24 Potable drinking water. (A) Potable water shall be provided during working hours and placed in
25 locations readily accessible to all employees. Access to such drinking water shall be permitted at
26 all times. (B) The water shall be fresh and pure, suitably cool, and in sufficient amounts, taking
27 into account the air temperature, humidity, and the nature of the work performed, to meet the
28

1 needs of all employees. (C) The water shall be dispensed in single-use drinking cups or by
2 fountains....”

3 58. Employer failed to comply with the foregoing requirement. Throughout the
4 Statutory Period, and for the 4-year period preceding this Complaint as it relates to Plaintiff's
5 individual claims, Employer either failed to provide water for the Employees, or provided dirty,
6 unfresh, unsanitary, and uncooled water to Employees. Nor were Employees permitted to access
7 drinking water at all times. Employer is subject to additional civil penalties as provided by law.

8 59. The Employees are entitled to all civil penalties available under the PAGA.

9 **PRAYER**

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

11 1. For damages, restitution, penalties, and other relief available under the California
12 Labor Code and Business & Professions Code in Plaintiff's individual capacity in an amount not
13 less than \$100,000;

14 2. For civil penalties pursuant to Labor Code sections 2698, *et seq.* in an amount not
15 less than \$400,000;

16 3. For interest on restitution and damages;

17 4. For reasonable costs and attorneys' fees; and

18 5. For such other and further relief as the Court deems proper.

19 **DEMAND FOR JURY TRIAL**

20 Plaintiff demands a trial by jury on all counts.

21 DATED: September 29, 2020

22 **WORKWORLD LAW**

23
24 By: 

25 **RUBEN ESCOBEDO**

26 Attorneys for LAURA VILLEGAS
27 RAMIREZ, Individually and as Private
28 Attorney General