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Attorneys for Plaintiff and the Aggrieved Employees

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

STEPHANIE AGUIRRE, as an individual
and on behalf of all others similarly situated,

Plaintiffs,

vs.

PINNACLE CLAIMS MANAGEMENT,
INC., a California corporation; WESTERN
GROWERS ASSOCIATION, a California
corporation; WESTERN GROWERS
INSURANCE SERVICES, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2020-01161977-CU-OE-CXC

**FIRST AMENDED COMPLAINT FOR
DAMAGES FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
*ET SEQ.***

DEMAND OVER \$25,000.00

1 Plaintiff Stephanie Aguirre (“Plaintiff”), hereby submits this First Amended Complaint
2 against Defendants Pinnacle Claims Management and Western Growers Association, and Does
3 1-50 (hereinafter collectively referred to as “Defendants”), as an individual and on behalf of the
4 Aggrieved Employees of all other similarly situated current and former employees of Defendant
5 for penalties and/or damages for failure to properly calculate the regular rate of pay for purposes
6 of paying overtime, meal period premiums, and sick pay, provide off-duty meal periods, pay all
7 wages owed upon separation of employment, and provide accurate itemized wage statements
8 under California Labor Code statutes as follows:

9 **INTRODUCTION**

10 1. This action is within the Court’s jurisdiction under California Labor Code § 2698,
11 *et seq.*

12 2. This Complaint challenges systemic illegal employment practices resulting in
13 violations of the California Labor Code and Business and Professions Code against employees of
14 Defendants.

15 3. Plaintiff is informed and believes and based thereon alleges that Defendants
16 jointly and severally have acted intentionally and with deliberate indifference and conscious
17 disregard to the rights of all employees by failing to properly calculate the regular rate of pay for
18 purposes of paying overtime, meal period premiums, and sick pay, provide off-duty meal breaks,
19 pay all wages owed upon separation of employment, and provide accurate itemized wage
20 statements to Plaintiff and the Aggrieved Employees.

21 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
22 engaged in, among other things a system of willful violations of the California Labor Code,
23 Business and Professions Code and applicable IWC Wage Orders by creating and maintaining
24 policies, practices and customs that knowingly deny employees the above stated rights and
25 benefits.

26 5. The policies, practices and customs of Defendants described above and below
27 have resulted in unjust enrichment of Defendants and an unfair business advantage over
28 businesses that routinely adhere to the strictures of the California Labor Code and the California

1 Business and Professions Code.

2 **JURISDICTION AND VENUE**

3 6. The Court has jurisdiction over the violations of the California Labor Code
4 § 2698, *et seq.*

5 7. Venue is proper in Orange County because Defendants maintain operations in
6 Orange County.

7 **PARTIES**

8 8. Plaintiff was employed by Defendants as a call center representative from about
9 February 2019, until on or about June 1, 2020. Plaintiff worked as an hourly, non-exempt
10 employee.

11 9. Plaintiff was and is the victim of the policies, practices, and customs of
12 Defendants complained of in this action in ways that have deprived her of the rights guaranteed
13 by California Labor Code §§ 201-203, 226(a), 226.7, 246, 510, 512, 558, 1194, and 2698, *et seq.*,
14 the applicable IWC Wage Orders, and the UCL.

15 10. Plaintiff is informed and believes and based thereon alleges that Defendant
16 Pinnacle Claims Management, Inc. was and is a California corporation doing business in the
17 County of Orange. Plaintiff is informed and believes and based thereon alleges that Pinnacle
18 Claims Management, Inc. processes claims for Western Growers Association.

19 11. Plaintiff is informed and believes and based thereon alleges that Defendant
20 Western Growers Association was and is a California corporation doing business in the County
21 of Orange. Plaintiff is informed and believes and based thereon alleges that Western Growers
22 Association is an association that represents local and regional family farmers growing produce
23 in California and other areas.

24 12. Plaintiff is informed and believes and based thereon alleges that at all times herein
25 mentioned Defendant and Does 1 through 50 are and were business entities, individuals, and
26 partnerships, licensed to do business and actually doing business in the State of California.

27 13. As such, and based upon all the facts and circumstances incident to Defendants'
28 business in California, Defendants are subject to California Labor Code §§ 201-203, 226(a),

226.7, 246, 510, 512, 558, 1194 and 2698, *et seq.*, the IWC Wage Orders, and the UCL.

14. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the Defendants sued herein as Does 1 through 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious Defendants were responsible in some way for the matters alleged herein and proximately caused Plaintiff and members of the general public and Aggrieved Employees to be subject to the illegal employment practices, wrongs and injuries complained of herein.

15. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants and employees of each of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting within the course and scope of said agency and employment.

16. Plaintiff is informed and believes and based thereon alleges that at all times material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or joint venturer of, or working in concert with each of the other co-defendants and was acting within the course and scope of such agency, employment, joint venture, or concerted activity. To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

17. At all times herein mentioned, Defendants, and each of them, were members of, and engaged in, a joint venture, partnership and common enterprise, and acting within the course and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

18. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission

1 complained of herein. At all times herein mentioned, the Defendants, and each of them, aided
2 and abetted the acts and omissions of each and all of the other Defendants in proximately causing
3 the damages as herein alleged.

4 **FIRST CAUSE OF ACTION**

5 **VIOLATION OF LABOR CODE § 2698, *ET SEQ.***

6 **(BY PLAINTIFF, ON BEHALF OF THE STATE AND AGGRIEVED EMPLOYEES,**
7 **AGAINST ALL DEFENDANTS)**

8 19. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
9 though fully set forth herein.

10 20. Plaintiff brings this cause of action as a proxy for the State of California and in
11 this capacity, seeks penalties on behalf of all Aggrieved Employees from April 6, 2019, through
12 the present, for Defendants' violations of Labor Code §§ 201-203, 226(a), 226.7, 246, 510, 512,
13 558, and 1194, arising from Defendants' policy and practice of: (a) failing to pay employees
14 overtime wages at the correct regular rate of pay that included all non-discretionary
15 remuneration, in violation of Labor Code §§ 510, 558, and 1194; (b) failing to provide off-duty
16 meal periods to employees who worked 5 hours or longer in one shift and/or pay meal period
17 premiums at the correct regular rate of pay that included all non-discretionary remuneration, in
18 violation of Labor Code §§ 226.7, and 512; (c) failing to pay employees sick pay at the correct
19 regular rate of pay that included all non-discretionary remuneration, in violation of Labor Code
20 §§ 201-203 and 246; and (d) failing to provide accurate, itemized wage statements, in violation
21 of Labor Code § 226(a).

22 21. On or about September 11, 2020, Plaintiff sent written notice to the California
23 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code
24 §§ 201-203, 226(a), 226.7, 246, 510, 512, 558, and 1194, pursuant to Labor Code § 2698, *et seq.*,
25 the Private Attorneys General Act ("PAGA"). To date, the LWDA has not responded to
26 Plaintiff's written notice.

27 22. As such, pursuant to Labor Code section 2699(a), Plaintiff seeks recovery of any
28 and all applicable civil penalties for Defendants' violation of Labor Code §§ 201-203, 226(a),

226.7, 246, 510, 512, 558, and 1194, for the time period described above, on behalf of herself and other Aggrieved Employees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as an individual and on behalf of all others that this suit is brought against Defendants, jointly and severally, as follows:

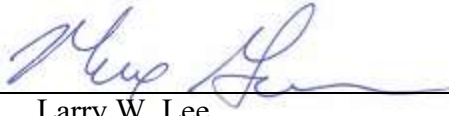
1. Upon the First Cause of Action, for civil penalties according to proof pursuant to Labor Code §§ 226.3 and 2698, *et seq.*, and for costs and attorneys' fees;

2. On all causes of action, for attorneys' fees and costs as provided by California Labor Code § 2699, and Code of Civil Procedure § 1021.5; and

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

DATED: May 19, 2021

DIVERSITY LAW GROUP, P.C.

By: 
Larry W. Lee
Max W. Gavron
Attorneys for Plaintiff and the Aggrieved
Employees

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STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On May 19, 2021, I served the following document(s) described as: **FIRST AMENDED COMPLAINT FOR DAMAGES** on the interested parties in this action as follows:

Scott C. Lacunza
Scott.lacunza@jacksonlewis.com
Jonathan D. Kent
Jonathan.kent@jacksonlewis.com
Jackson Lewis P.C.
200 Spectrum Center Dr., Suite 500
Irvine, CA 92618
Attorneys for Defendants Pinnacle Claims Management, Inc., Western Growers Association, and
Western Growers Insurance Services

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the One Legal E-Filing System at the website www.onelegal.com, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the filing receipt/confirmation will be filed, deposited, or maintained with the original document(s) in this office.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on May 19, 2021, at Los Angeles, California.


Erika Mejra