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RODGERS individually, and on behalf of
8 other aggrieved employees

9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **FOR THE COUNTY OF KERN**

11 DEJANEE RODGERS, individually, and on
12 behalf of other aggrieved employees,

13 Plaintiff,

14 vs.

15 WM. BOLTHOUSE FARMS, INC., a Michigan
corporation; and DOES 1 through 50, inclusive,

16 Defendants
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CASE NO.: BCV-21-100621

**SECOND AMENDED COMPLAINT
FOR VIOLATION OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

1 PLAINTIFF DEJANEE RODGERS (“PLAINTIFF”) individually and on behalf of all
2 other aggrieved employees, hereby allege as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other aggrieved
5 employees of Defendants WM. BOLTHOUSE FARMS, INC., a Michigan corporation; and DOES
6 1 through 50, inclusive (collectively “DEFENDANTS”) to recover penalties arising from unpaid
7 wages earned and due, including but not limited to unpaid and illegally calculated overtime
8 compensation, illegal meal and rest period policies, failure to pay all wages due to discharged or
9 quitting employees, failure to maintain required records, failure to provide accurate itemized
10 wage statements, failure to timely pay wages during employment, failure to indemnify employees
11 for necessary expenditures and/or losses incurred in discharging their duties.

12 **JURISDICTION AND VENUE**

13 2. The Superior Court of the State of California has jurisdiction in this matter because
14 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do
15 business in California and regularly conduct business in California. Further, no federal question
16 is at issue because the claims are based solely on California law.

17 3. Venue is proper in this judicial district and the County of Kern, California because
18 PLAINTIFF, and other aggrieved employees, performed work for DEFENDANTS in the County
19 of Kern. DEFENDANTS maintain offices and facilities and transact business in the County of
20 Kern, and because DEFENDANTS’ illegal payroll policies and practices which are the subject of
21 this action were applied, at least in part, to PLAINTIFF, and other aggrieved employees, in the
22 County of Kern.

23 **PARTIES**

24 4. PLAINTIFF is a citizen and resident of the State of California. At times material
25 to this complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a
26 non-exempt employee.

27 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
28 WM. BOLTHOUSE FARMS, INC. is, and at all times relevant hereto was, authorized to conduct

1 business in the State of California, and does conduct business in the State of California.
2 Specifically, DEFENDANT WM. BOLTHOUSE FARMS, INC. maintains offices and facilities
3 and conducts business in, and engages in illegal payroll practices or policies in, the County of
4 KERN, State of California.

5 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
6 PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.
7 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a
8 DOE is in some manner highly responsible for the occurrences alleged herein, and that
9 PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
10 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
11 court to amend this complaint to allege the true names and capacities of such DOE defendants
12 when ascertained.

13 7. At all relevant times herein, DEFENDANTS were the joint employers of
14 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
15 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
16 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
17 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
18 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-
19 defendant, and each was the alter ego of the other.

20 8. At all relevant times herein, PLAINTIFF and other aggrieved employees were
21 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
22 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
23 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
24 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
25 schemes which include, but are not limited to, failing to pay overtime premiums; failing to
26 provide rest and meal periods; failing to properly maintain records; failing to provide accurate
27 itemized statements for each pay period; failing to timely pay wages during employment; failing
28 to properly compensate PLAINTIFF and other aggrieved employees for necessary expenditures;

1 and requiring, permitting or suffering the employees to work off the clock, in violation of the
2 California Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission
3 (“IWC”) Wage Order.

4 9. PLAINTIFF is informed and believes, and thereon alleges, that, that each and
5 every one of the acts and omissions alleged herein were performed by, and/or attributable to, all
6 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
7 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
8 and scope of said agency, employment and/or direction and control.

9 10. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
10 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
11 provision regulating minimum wages or hours and days of work in any order of the Industrial
12 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

13 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

14 11. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
15 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of herself and all current
16 and former non-exempt aggrieved employees of DEFENDANTS in the State of California at any
17 time within the period beginning one (1) year and sixty-five (65) days prior to the original filing
18 of this action on March 18, 2021, and ending at the time this action settles or proceeds to final
19 judgment (“PENALTY PERIOD”).

20 12. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
21 on September 28, 2020 to the California Labor and Workforce Development Agency (“LWDA”)
22 and by certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC
23 Wage Orders alleged to have been violated, including the facts and theories to support the alleged
24 violations. PLAINTIFF has not received any response from the LWDA. As PLAINTIFF has
25 waited more than sixty-five (65) days from the September 28, 2020 postmark date of
26 PLAINTIFF’s written notice before filing this action, PLAINTIFF has complied with all of the
27 requirements set forth in Labor Code § 2699.3 to commence a representative action under PAGA.

13. Under the tolling doctrine, which has been adopted by Courts in the State of California, the statutory limitations period for PLAINTIFF DEJANEE RODGERS to bring the claims asserted in this complaint was tolled during the pendency of the action styled *Rhina Carrillo v. WM. Bolthouse Farms, Inc. et al.*, Kern County Superior Court Case Number BCV-20-100649, which has been dismissed without prejudice. See, *Falk v. Children's Hospital Los Angeles* (2015) 237 Cal.App.4th 1454, 1470.

14. To the extent that California Rules of Court, Appendix I, Emergency Rule 9 and/or equitable tolling operates to toll the claims by Plaintiff and aggrieved employees against Defendants, the time period should be adjusted accordingly.

FACTUAL ALLEGATIONS

Failure to Provide Required Meal Periods

[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 13-200, § 11 and 14-2001, § 11]

15. During the PENALTY PERIOD, as part of DEFENDANTS' illegal policies and practices to deprive their current and former non-exempt employees all wages earned and due, DEFENDANTS required, suffered or permitted PLAINTIFF and other aggrieved employees to take less than the 30-minute meal period, or to work through them, and have failed to otherwise provide the required meal periods to PLAINTIFF and other aggrieved employees pursuant to Labor Code §§ 226.7 and 512 and IWC Order No. 13-2001, § 11 and 14-2001, § 11.

16. For instance, on multiple occasions, PLAINTIFF and other aggrieved employees experienced short, interrupted, and late meal breaks due to having to don and doff personal protective equipment, which was not encompassed into meal break periods, as well as spend time walking to and from their work stations to break areas due to DEFENDANTS on-duty break policy that restricted their employees' ability to leave the premises during breaks.

17. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage Order No. 13-2001, §11 and 14-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees who were not provided with a meal period, in accordance with the applicable IWC Wage Order, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

1 **Failure to Provide Required Rest Periods**

2 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 13-2001, § 12 and 14-2001, § 12]**

3 18. At all times relevant herein, as part of DEFENDANTS' illegal policies and
4 practices to deprive their current and former non-exempt employees all wages earned and due,
5 DEFENDANTS failed to provide rest periods to PLAINTIFF and other aggrieved employees as
6 required under Labor Code § 226.7, and IWC Wage Order No. 13-2001, § 12 and 14-2001, § 12.

7 19. For instance, on multiple occasions, PLAINTIFF and other aggrieved employees
8 experienced short, interrupted, and late rest breaks due to having to don and doff personal
9 protective equipment, which was not encompassed into rest break periods, as well as spend time
10 walking to and from their work stations to break areas due to DEFENDANTS on-duty break
11 policy that restricted their employees' ability to leave the premises during rest breaks.

12 20. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No.
13 13-2001, § 12 and 14-2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees
14 who were not provided with a rest period, in accordance with the applicable IWC Wage Order,
15 one additional hour of compensation at each employee's regular rate of pay for each workday that
16 a rest period was not provided.

17 **Failure to Pay Overtime Wages**

18 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 13-2001, § 3 and 14-2001, § 3]**

19 21. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 13-2001, § 3
20 and 14-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and other aggrieved
21 employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of
22 pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week,
23 and for the first eight (8) hours on the seventh consecutive workday, with double time for all
24 hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of
25 eight (8) hours on the seventh consecutive day of work in any workweek.

26 22. PLAINTIFF and other aggrieved employees are current and former non-exempt
27 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and
28 IWC Wage Order No. 13-2001 and 14-2001. During the PENALTY PERIOD, DEFENDANTS

1 failed to compensate PLAINTIFF and other aggrieved employees for all overtime hours worked
2 as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among
3 other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
4 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 13-2001, § 3 and 14-2001, § 3;
5 requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work off the
6 clock; requiring, permitting or suffering PLAINTIFF and other aggrieved employees to work
7 through meal breaks; illegally and inaccurately recording time in which PLAINTIFF and other
8 aggrieved employees worked; failing to properly maintain PLAINTIFF's and other aggrieved
9 employees' records; failing to provide accurate itemized wage statements to PLAINTIFF for each
10 pay period; and other methods to be discovered.

11 23. For instance, DEFENDANTS failed to properly calculate the regular rate of pay by
12 failing to include all forms of remuneration in addition to employees' base hourly rate, including,
13 *inter alia*, the value of shift differential payments and quarterly bonuses. These policies and
14 practices affected the amount of overtime hours and overtime pay, as well as the amount of sick
15 pay required under Labor Code § 246, PLAINTIFF and other aggrieved employees were entitled
16 to.

17 24. DEFENDANTS have knowingly and willfully refused to perform their obligations
18 to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours
19 worked in violation of Labor Code §§ 510, 246, 1194 and 1198 and IWC Wage Order No. 13-
20 2001, § 3 and 14-2001, § 3.

21 **Failure to Pay Minimum Wages**

22 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 13-2001, § 4 and 14-2001, § 4]**

23 25. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No.
24 13-2001, § 4 and 14-2001, § 4, payment to an employee of less than the applicable minimum
25 wage for all hours worked in a payroll period is unlawful.

26 26. During the PENALTY PERIOD and in violation of California Labor Code §§
27 1194 and 1197 and IWC Wage Order No. 13-2001, § 4 and 14-2001, § 4, DEFENDANTS failed
28 to pay PLAINTIFF and other aggrieved employees the applicable minimum wages for all hours

1 worked in a payroll period by, among other things: requiring, suffering or permitting PLAINTIFF
2 and other aggrieved employees to work off the clock; requiring, suffering or permitting
3 PLAINTIFF and other aggrieved employees to work through meal breaks; illegally and
4 inaccurately recording time in which PLAINTIFF and other aggrieved employees worked; failing
5 to properly maintain PLAINTIFF's and other aggrieved employees' records; failing to provide
6 accurate itemized wage statements to PLAINTIFF and other aggrieved employees for each pay
7 period; failing to pay sick pay at the appropriate rate of pay; and other methods to be discovered.

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

9 **[Cal. Labor Code § 204]**

10 27. Pursuant to California Labor Code § 204, for all labor performed between the 1st
11 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
12 employees between the 16th and 26th day of the month during which the labor was performed.
13 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
14 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
15 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
16 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
17 no later than the payday of the next regular payroll period.

18 28. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
19 to timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by
20 the next regular payroll period as required by California Labor Code § 204.

21 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

22 **[Cal. Labor Code §§ 201, 202, 203]**

23 29. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
24 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
25 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
26 discharge are due and payable immediately.

27 30. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
28 all accrued wages due to an employee no later than 72 hours after the employee quits his or her

1 employment, unless the employee provided 72 hours previous notice of his or her intention to
2 quit, in which case the employee is entitled to his or wages at the time of quitting.

3 31. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
4 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
5 employer is liable for waiting time penalties in the form of continued compensation to the
6 employee at the same rate for up to 30 workdays.

7 32. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
8 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
9 PLAINTIFF and other aggrieved employees who were discharged or quit his or her employment.

10 **Failure to Maintain Required Records**

11 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 13-2001, § 7 and 14-2001, § 7]**

12 33. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
13 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
14 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
15 under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 13-200, § 7 and 14-2001, §
16 7, including but not limited to the following records: total daily hours worked by each employee;
17 applicable rates of pay; all deductions; meal periods; time records showing when each employee
18 begins and ends each work period; and accurate itemized statements

19 34. For instance, DEFENDANTS failed to maintain accurate timekeeping records by
20 maintaining inaccurate weekly timesheets for aggrieved employees placed by labor contractors
21 that did not indicate the clock-in and clock-out times for PLAINTIFF and other aggrieved
22 employees on each workday.

23 **Failure to Furnish Accurate Itemized Wage Statements**

24 **[Cal. Labor Code § 226(a); IWC Wage Order No. 13-2001, § 7 and 14-2001, § 7]**

25 35. During the PENALTY PERIOD, DEFENDANTS routinely failed and continue to
26 fail to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized
27 wage statements in writing showing each employee's gross wages earned, total hours worked, the
28 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-

1 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
2 employee is paid, the name of the employee and only the last four digits of his or her social
3 security number or employee identification number, the name and address of the legal entity or
4 entities employing PLAINTIFF and other aggrieved employees, and all applicable hourly rates in
5 effect during each pay period and the corresponding number of hours worked at each hourly rate,
6 in violation of California Labor Code § 226(a) and IWC Wage Order No. 13-2001, § 7 and 14-
7 2001 § 7.

8 36. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally
9 failed to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized
10 wage statements in accordance with Labor Code § 226(a).

11 37. During the PENALTY PERIOD, PLAINTIFF and other aggrieved employees
12 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
13 wage statements as PLAINTIFF and other aggrieved employees could not promptly and easily
14 determine from the wage statement alone one or more of the following: the gross wages earned,
15 the total hours worked, all deductions made, the net wages earned, the name and address of the
16 legal entity or entities employing PLAINTIFF and other aggrieved employees, and/or all
17 applicable hourly rates in effect during each pay period and the corresponding number of hours
18 worked at each hourly rate.

19 **Failure to Provide Recovery Periods or Cool Down Periods**

20 **[Cal. Labor Code § 226.7; Cal. Code Regs. tit. 8, § 3395]**

21 38. DEFENDANTS failed to provide employees a "recovery period" or cool down
22 period of at least five minutes and adequate shading as required by Cal. Labor Code § 226.7 and
23 Cal. Code Regs. tit. 8, § 3395. DEFENDANTS further violated Labor Code § 226.7 and Cal.
24 Code Regs. tit. 8, § 3395 by failing to pay aggrieved employees who were not provided with a
25 "recovery period" or cool down period, one additional hour of compensation at each employee's
26 regular rate of pay for each workday that a rest period was not provided.

27 39. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
28 to provide aggrieved employees adequate recovery periods and cool down periods and failed to

1 pay an additional hour of pay at the employee's regular rate of pay where aggrieved employees
2 failed to receive adequate recovery periods and cool down periods.

3 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
4 **Duties**

5 **[Cal. Labor Code § 2802]**

6 40. Labor Code § 2802(a) requires an employer to indemnify an employee for all
7 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
8 of her his or her duties, or of his or her obedience to the directions of the employer.

9 41. During the PENALTY PERIOD, DEFENDANTS failed to indemnify PLAINTIFF
10 and other aggrieved employees for all business expenses and/or losses incurred in direct
11 consequence of the discharge of their duties while working under the direction of
12 DEFENDANTS, including but not limited to expenses for uniform items, equipment and other
13 employment-related expenses, in violation of Labor Code § 2802.

14 42. Specifically, DEFENDANTS did not reimburse PLAINTIFF and other aggrieved
15 employees for costs related to work boots, tools, and uniform laundering.

16 **FIRST CAUSE OF ACTION**

17 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

18 **[Cal. Labor Code § 2698, *et seq.*]**

19 **(Against All DEFENDANTS)**

20 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
21 allegations in the preceding paragraphs.

22 44. PLAINTIFF is an "aggrieved employees" within the meaning of Labor Code §
23 2699(c), and proper representatives to bring a civil action on behalf of herself and other current
24 and former non-exempt employees of DEFENDANTS pursuant to the procedures specified in
25 Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more
26 of the alleged Labor Code violations was committed against PLAINTIFF during the PENALTY
27 PERIOD.

28 45. PLAINTIFF seeks to recover civil penalties through a representative action

1 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
2 Cal.4th 969. Thus, class certification is not required.

3 46. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
4 penalties from DEFENDANTS in a representative action for the violations set forth above,
5 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
6 512, 1174(d), 1194, 1197, 1198, and 2802.

7 47. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
8 DEFENDANTS' violations of Labor Code provisions for which a civil penalty is specifically
9 provided, including but not limited to the following:

10 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
11 DEFENDANTS are subject to a civil penalty in the amount of one hundred
12 dollars (\$100) for the initial violation for each failure to pay each employee
13 and two hundred dollars (\$200) per employee for violations in subsequent
14 pay periods.

15 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
16 DEFENDANTS are subject to a civil penalty in the amount of two hundred
17 and fifty dollars (\$250) per aggrieved employee for the initial pay period
18 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
19 employee for violations in subsequent pay periods.

20 c. Pursuant to Labor Code § 558(a), "[a]ny employer or other person acting
21 on behalf of an employer who violates, or causes to be violated, a section
22 of this chapter or any provision regulating hours and days of work in any
23 order of the Industrial Welfare Commission," including Labor Code §§ 510
24 and 512, shall be subject to a civil penalty, in addition to any other penalty
25 provided by law, of fifty dollars (\$50) for initial violations for each
26 underpaid employee for each pay period for which the employee was
27 underpaid and one hundred dollars (\$100) for each subsequent violation for
28 each underpaid employee for each pay period for which the employee was

1 underpaid. In addition, PLAINTIFF seeks civil penalties in the amount
2 sufficient to recover unpaid wages owed to aggrieved employees pursuant
3 to Labor Code § 558(a).

4 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
5 DEFENDANTS are subject to a civil penalty of five hundred dollars
6 (\$500).

7 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
8 paid to any employee a wage less than the minimum fixed by an order of
9 the commission, shall be subject to a civil penalty as follows: for any initial
10 violation that is intentionally committed, one hundred dollars (\$100) for
11 each underpaid employee for each pay period for which the employee is
12 underpaid; and for each subsequent violation of the same offense, two
13 hundred fifty dollars (\$250) for each underpaid employee for each pay
14 period for which the employee is underpaid regardless of whether the
15 initial violation was intentionally committed.

16 48. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
17 penalty is not specifically provided, the following civil penalties are established: one hundred
18 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
19 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
20 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
21 violations of Labor Code provisions for which a civil penalty is not specifically provided,
22 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

23 49. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
24 Labor Code § 2699(g)(1).

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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees,
3 prays for relief against DEFENDANTS as follows:

4 1. For civil penalties according to proof, including but not limited to the amount of
5 any unpaid wages of PLAINTIFF and other aggrieved employees and all penalties authorized by
6 the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

7 2. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or
8 any other applicable provisions providing for attorney's fees and costs; and

9 3. For such further relief that the Court may deem just and proper.

10 DATED: December 27, 2021

11 Respectfully submitted,

12 **MATERN LAW GROUP, PC**

13
14 By: _____



15 Matthew J. Matern
16 Tagore O. Subramaniam
17 Sydney A. Adams
18 Attorneys for Plaintiff
19 DEJANEE RODGERS, individually, and on
20 behalf of other aggrieved employees
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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266.

On December 27, 2021, I served the following document or documents:

**SECOND AMENDED COMPLAINT FOR VIOLATION OF THE CALIFORNIA LABOR
CODE PRIVATE ATTORNEYS GENERAL ACT OF 2004**

☒ **By e-mail or electronic transmission.** I caused the documents to be sent to the person at the e-mail addresses listed below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

Sheryl Horwitz, Esq. Sonia Vucetic, Esq. MORGAN, LEWIS & BOCKIUS LLP One Market Spear Street Tower San Francisco, California 94105 Telephone: (415) 442-1000 Facsimile: (415) 442-1001 Email: Sheryl.horwitz@morganlewis.com Sonia.vucetic@morganlewis.com lauren.nikkhah@morganlewis.com	Attorneys for Defendants WM Bolthouse Farms, Inc.
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on December 27, 2021 at Manhattan Beach, California.



Sydney Adams