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SAN LUIS OBISPO SUPERIOR COURT
BY Carol L. McGuirk
Carol L. McGuirk, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO**

ENRIQUE ALCANTAR RUIZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

GREENHEART FARMS, INC., a California
Corporation; and DOES 1 through 100,

Defendants.

CASE NO. 21CV-0025

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 1194, 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226 *et seq.*);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER
THE PRIVATE ATTORNEYS
GENERAL ACT (LABOR
CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Enrique Alcantar Ruiz (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants Greenheart Farms, Inc., a California Corporation, and DOES
4 1 to 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194,
9 1194.2, 1197, 1198, and 2698 *et seq.*, and Industrial Welfare Commission Wage Order 14 (“Wage
10 Order 14”), in addition to seeking injunctive relief, declaratory relief, and restitution. This
11 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in San Luis Obispo County. Defendants own, maintain offices, transact business, have
18 an agent or agents within San Luis Obispo County, and/or otherwise are found within San Luis
19 Obispo County, and Defendants are within the jurisdiction of this Court for purposes of service
20 of process.

21 **PARTIES**

22 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
23 eighteen (18). At all relevant times herein, Plaintiff was, and currently is, a California resident.
24 Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiff
25 was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim of
26 Defendants’ policies and/or practices complained of herein, lost money and/or property, and has
27 been deprived of the rights guaranteed by California Business and Professions Code § 17200 *et.*
28 *seq.*, Labor Code §§ 201-204, 226, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,

1 and 2698 *et seq.*, and Wage Order 14, which sets employment standards for agricultural
2 occupations.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the
4 applicable statute of limitations for each cause of action pled herein and continuing to the present,
5 Defendants engage in and continue to engage in the production and growing of vegetables, fruits,
6 flowers and other plants, and employed Plaintiff and other, similarly-situated non-exempt
7 employees within San Luis Obispo County, and the State of California and, therefore, were (and
8 are) doing business in San Luis Obispo County and the State of California.

9 5. Plaintiff does not know the true names or capacities, whether individual, partner,
10 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
11 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
12 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
13 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
14 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
15 and proximately caused Plaintiff and the Classes (as defined in Paragraph 14) to be subject to the
16 unlawful employment practices, wrongs, injuries and damages complained of herein.

17 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

19 7. At all relevant times, each of said Defendants participated in the doing of the acts
20 hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants,
21 and each of them, were the agents, servants, and employees of each and every one of the other
22 Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting
23 within the course and scope of said agency and employment. Defendants, and each of them,
24 approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions
25 complained of herein.

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

1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Defendants grow and produce vegetables, fruits, flowers, and other plants in fields
5 and greenhouses located at three facilities in California. Plaintiff began working for Defendants
6 as a non-exempt tractor driver in approximately December 2019 and worked in that position until
7 approximately February 2020, when he was injured. After Plaintiff's work injury, he worked
8 "light duty" until approximately October 2020, when his employment was terminated.

9 10. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
10 policies and/or practices resulted in Plaintiff and other non-exempt employees not being
11 compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise. At
12 the beginning of Plaintiff's employment with Defendants, Plaintiff and other non-exempt
13 employees did not clock in or out for their work shifts; rather, a supervisor would purportedly
14 record the start and end times of Plaintiff's and other non-exempt employees' shifts, and would
15 often record Plaintiff's and other non-exempt employees' hours in whole hour increments,
16 resulting in a failure to compensate for all hours worked. Upon information and belief, in
17 approximately February 2020, Defendants required Plaintiff and other non-exempt employees to
18 clock in and out of their work shifts through an electronic tablet. Although this electronic tablet
19 recorded timekeeping entries to the minute, Defendants rounded Plaintiff's and other non-exempt
20 employees' timekeeping entries in an uneven manner to a quarter of an hour increment. Upon
21 information and belief, Defendants' timekeeping policies/practices regularly, systematically, and
22 impermissibly rounded the hours worked by Plaintiff and other non-exempt employees in
23 Defendants' favor, resulting, over a period of time, in the failure to compensate Plaintiff and other
24 non-exempt employees for all hours worked. As a result, Plaintiff and other non-exempt
25 employees were not compensated for all required minimum and overtime wages.

26 11. Defendants failed to provide Plaintiff and other non-exempt employees with all
27 legally compliant meal periods due to Defendants' meal period policies/practices, which have
28 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),

1 and missed meal periods. Specifically, Defendants' supervisors would frequently inform Plaintiff
2 and other non-exempt employees that their meal period would only be 15-20 minutes due to work
3 demands. Furthermore, Plaintiff's and other non-exempt employees' meal periods frequently
4 commenced after the completion of five hours of work as Plaintiff and other non-exempt
5 employees needed express authorization from their supervisor to take a meal period, which often
6 resulted in late meal periods. Additionally, Defendants failed to provide Plaintiff and other non-
7 exempt employees with second meal periods on shifts over 10.0 hours. Defendants did not require
8 Plaintiff and other non-exempt employees to record their meal periods. Instead, upon information
9 and belief, Defendants automatically deducted 30 minutes from the total hours worked for each
10 shift worked regardless of whether the employee took a full 30-minute compliant meal period.
11 On those occasions when Plaintiff was not provided with all legally-compliant meal periods to
12 which he was entitled, Defendants failed to compensate Plaintiff with the required meal period
13 premium(s) for each workday there was a meal period violation as mandated by Labor Code §
14 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of
15 meal period premium payments as required by Labor Code § 226.7, in the event that a legally-
16 compliant meal period was not provided to their non-exempt employees.

17 12. Plaintiff and other non-exempt employees were not authorized and permitted to
18 take all required rest periods due to Defendants' unlawful rest period policies/practices, which
19 failed to authorize and permit a net 10-minute rest period for every four hours worked, or major
20 fraction thereof. Specifically, although Plaintiff and other non-exempt employees regularly
21 worked shifts in excess of 6.0 hours, Plaintiff and other non-exempt employees were often only
22 authorized and permitted one rest period during the first half of their shift, and were not authorized
23 and permitted a second rest period during the second half of their shift. On those occasions when
24 Plaintiff was not authorized and permitted to take all legally-compliant rest periods to which he
25 was entitled, Defendants failed to compensate Plaintiff with the required rest period premium(s)
26 for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon
27 information and belief, Defendants maintained no mechanism for the payment of rest period
28 premium payments as required by Labor Code § 226.7, in the event that a legally-compliant rest

period was not authorized and permitted to their non-exempt employees.

13. As a result of Defendants' failure to pay all minimum and overtime wages and failure to pay all meal and rest period premium wages, Defendants failed to timely pay all final wages to Plaintiff and other former employees upon their separation of employment from Defendants. As a further result of Defendants' failure to pay all minimum and overtime wages and failure to pay all meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiff and other non-exempt employees.

CLASS ACTION ALLEGATIONS

14. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- b. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than eight (8) hours per day and/or forty (40) hours per week and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this action through the present.
- c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours; and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this action through the present.
- d. The Rest Period Class consists of all of Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 3.5 hours, during the four years immediately preceding the filing of this action through the present.

e. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class, during the one year immediately preceding the filing of the Complaint through the present.

f. The Waiting Time Penalty Class consists of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class, during the three years immediately preceding the filing of the Complaint through the present.

15. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes and Subclasses are unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than two hundred (200) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

16. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

- i. Whether Defendants properly paid all overtime wages to members of the Overtime Class;
- ii. Whether Defendants paid at least the minimum wage for all hours worked to members of the Minimum Wage Class;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants provided meal and rest period premium payments for non-compliant meal and rest periods;
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and

vii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of their separation of employment were lawful.

17. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, including but not limited to Defendants' timekeeping policies/practices, and meal and rest period policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

18. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due to Defendants' timekeeping policies/practices, was not provided all required meal periods, was not authorized and permitted all rest periods, did not receive premium pay for non-compliant meal and rest periods, was not paid all wages owed at termination of employment, and was not provided with accurate, compliant, itemized wage statements.

19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

20. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to

1 take advantage of superior economic and bargaining power in setting onerous terms and
2 conditions of employment. The nature of this action and the format of laws available to Plaintiff
3 and members of the Classes make the class action format a particularly efficient and appropriate
4 procedure to redress the violations alleged herein. If each employee were required to file an
5 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
6 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
7 their vastly superior financial and legal resources. Moreover, requiring each member of the
8 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
9 employees who would be disinclined to file an action against their former and/or current employer
10 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
11 employment. Further, the prosecution of separate actions by the individual class members, even
12 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
13 with respect to the individual class members against Defendants herein; and which would
14 establish potentially incompatible standards of conduct for Defendants; and/or legal
15 determinations with respect to individual class members which would, as a practical matter, be
16 dispositive of the interest of the other class members not parties to adjudications or which would
17 substantially impair or impede the ability of the class members to protect their interests. Further,
18 the claims of the individual members of the Class are not sufficiently large to warrant vigorous
19 individual prosecution considering all of the concomitant costs and expenses attending thereto.
20 As such, the Classes identified in Paragraph 14 are maintainable as classes under § 382 of the
21 Code of Civil Procedure.

22 **FIRST CAUSE OF ACTION**

23 **MINIMUM WAGE VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

25 21. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26 22. Wage Order 14, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
27 right of employees to be paid minimum wages for all hours worked, in amounts set by state law.
28 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal

1 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
2 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
3 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its
4 pay practices to the requirements of the law by failing to pay Plaintiff and members of the
5 Minimum Wage Class for all hours worked, including, but not limited to, all hours they were
6 subject to the control of Defendants and/or suffered or permitted to work under the California
7 Labor Code and Wage Order 14.

8 23. California Labor Code § 1198 makes unlawful the employment of an employee
9 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
10 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
11 those employees the unpaid balance of the unpaid wages as well as liquidated damages in an
12 amount equal to the wages due and interest thereon.

13 24. As a consequence of Defendants' non-payment of minimum wages, Plaintiff and
14 members of the Minimum Wage Class seek penalties pursuant to Wage Order 14 § 18(A) and
15 California Labor Code § 1199; interest pursuant to California Labor Code §§ 218.6 and 1194 and
16 Civil Code §§ 3287 and 3289; liquidated damages pursuant to California Labor Code § 1194.2;
17 attorneys' fees and costs of suit pursuant to California Labor Code § 1194 *et seq.*; and damages
18 and/or penalties pursuant to California Labor Code § 558(a).

19 **SECOND CAUSE OF ACTION**

20 **FAILURE TO PAY ALL OVERTIME WAGES**

21 **(AGAINST ALL DEFENDANTS)**

22 25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

23 26. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and
24 1198, which provide that non-exempt employees are entitled to all overtime wages and
25 compensation for all overtime hours worked and provide a private right of action for the failure
26 to pay all overtime compensation for overtime work performed.

27 27. At all times relevant herein, Defendants were required to properly compensate
28 non-exempt employees, including Plaintiff and members of the Overtime Class, for all overtime

hours worked pursuant to California Labor Code § 1194 and Wage Order 14. Wage Order 14, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for all overtime hours work. Defendants caused Plaintiff and members of the Overtime Class to work overtime hours, but failed to credit these employees with all overtime hours actually worked.

28. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class members in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

29. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

30. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 14, § 11. Despite Defendants’ violations, Defendants did not pay an additional hour of pay to Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

31. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, 558, Wage Order 14, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

32. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 33. Wage Order 14, § 12 and California Labor Code §§ 226.7, 516 and 558 establish
2 the right of employees to be provided with a rest period of at least ten (10) minutes for each four
3 (4) hour period worked, or major fraction thereof. Despite Defendants’ failure to authorize and
4 permit Plaintiff and members of the Rest Period Class to take all legally complaint rest periods as
5 alleged herein, Defendants did not pay these individuals an additional hour of pay at their
6 respective regular rate for the rest periods that they failed to authorize and permit them to take, as
7 required by Labor Code § 226.7.

8 34. Defendants’ policies and practices described herein are unlawful and create an
9 entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the
10 unpaid amount of rest period premiums owing, including interests thereon, statutory penalties,
11 civil penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 226.7,
12 516, 558, Wage Order 14, and Civil Code §§ 3287(b) and 3289.

13 **FIFTH CAUSE OF ACTION**

14 **WAGE STATEMENT VIOLATIONS**

15 **(AGAINST ALL DEFENDANTS)**

16 35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
19 and members of the Wage Statement Class with complete and accurate itemized wage statements
20 in violation of Labor Code § 226 *et seq.*

21 37. Defendants’ failures in furnishing Plaintiff and Wage Statement Class members
22 with complete and accurate itemized wage statements resulted in injury, as said failures deprived
23 them of the information necessary to identify the discrepancies in Defendants’ reported data, and
24 deprived them of the information required to be included under Labor Code § 226(a).

25 38. Defendants’ failures create an entitlement to recovery by Plaintiff and members of
26 the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
27 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys’ fees, and
28 costs of suit according to California Labor Code § 226 *et seq.*

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1 46. Defendants have engaged and continue to engage in unfair and/or unlawful
2 business practices in California in violation of California Business and Professions Code § 17200
3 *et seq.*, by: (a) failing to pay Plaintiff and members of the Overtime Class all overtime wages
4 owed; (b) failing to pay Plaintiff and members of the Minimum Wage Class all minimum wages;
5 (c) failing to provide Plaintiff and members of the Meal Period Class with all meal periods to
6 which they are entitled, and failing to pay them meal period premium payments; (d) failing to
7 authorize and permit Plaintiff and members of the Rest Period Class all rest periods to which they
8 are entitled, and failing to pay them rest period premium payments; (e) failing to issue accurate
9 and itemized wage statements to the Wage Statement Class; and (f) failing to pay Plaintiff and
10 members of the Waiting Time Class all wages due at separation of employment.

11 47. Defendants' utilization of these unfair and/or unlawful business practices deprived
12 Plaintiff and continues to deprive members of the Classes of compensation to which they are
13 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
14 over Defendants' competitors who have been and/or are currently employing workers and
15 attempting to do so in honest compliance with applicable wage and hour laws.

16 48. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
17 herein, Plaintiff for himself and on behalf of the members of the Classes, seeks full restitution of
18 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
19 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

20 49. The acts complained of herein occurred within the last four years immediately
21 preceding the filing of the Complaint in this action.

22 50. Plaintiff was compelled to retain the services of counsel to file this court action to
23 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
24 of Defendants' current non-exempt employees, and to enforce important rights affecting the
25 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
26 which he is entitled to recover under Code of Civil Procedure § 1021.5.

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EIGHTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

51. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

52. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved

employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and 1198;

d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;

e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

f. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

g. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204; and

h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

53. On January 21, 2021, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.*, with respect to the violations of the California Labor Code identified in Paragraph 52 (a)-(h). Now that sixty-five days have passed from Plaintiff notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

54. Based on the foregoing, Plaintiff seeks to represent himself and all Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all current and former non-exempt employees who worked for Defendants in California between January 21, 2020, and the

1 present.

2 55. Plaintiff was compelled to retain the services of counsel to file this court action to
3 protect his interests and the interests of other aggrieved employees, and to assess and collect the
4 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and costs, which
5 he is entitled to receive under California Labor Code § 2699(g).

6 **PRAYER**

7 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
8 this suit is brought against Defendants, as follows:

- 9 1. For an order certifying the proposed Classes;
- 10 2. For an order appointing Plaintiff as representative of the Classes;
- 11 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 12 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
13 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
14 1197;
- 15 5. Upon the Second Cause of Action, for compensatory, consequential, general and
16 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 17 6. Upon the Third Cause of Action, for compensatory, consequential, general and
18 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 19 7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and
20 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 21 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
22 226 *et seq.*;
- 23 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
24 Labor Code § 203;
- 25 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and members of the
26 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
27 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
28 *seq.*;

1 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
2 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
3 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
4 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
5 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
6 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
7 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
8 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
9 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
10 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
11 each initial violation and \$200 for each subsequent violation per employee per pay period for
12 those violations of the Labor Code for which no civil penalty is specifically provided, based on
13 the Labor Code violations identified in Paragraph 52 (a)-(h);

14 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor
15 Code § 218.6 and Civil Code §§ 3287 and 3289;

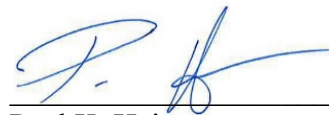
16 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
17 §§ 226, 1194, and 2699(g); and Code of Civil Procedure § 1021.5; and

18 14. For such other and further relief, the Court may deem just and proper.

19
20 Dated: March 29, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

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22 By:



Paul K. Haines
Attorneys for Plaintiff

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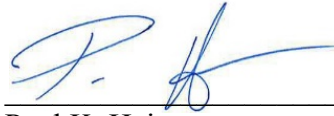
DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

Dated: March 29, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

By:



Paul K. Haines
Attorneys for Plaintiff