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**ENDORSED
FILED
ALAMEDA COUNTY**

MAY 10 2021

CLERK OF THE SUPERIOR COURT

Deputy

MARGARET J. DOWNING

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

KETEMA NELSON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

SANTINI FOODS, INC., a Texas corporation;
and DOES 1 through 100,

Defendants.

Case No.: RG21090890

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

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**



1 Plaintiff Ketema Nelson (“Plaintiff”) on behalf of himself and all others similarly situated,
2 hereby brings this First Amended Class and Representative Action Complaint against Defendants
3 Santini Foods, Inc., a Texas corporation, and DOES 1 to 100, inclusive (collectively
4 “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 action for recovery of unpaid wages and penalties under California Labor Code §§ 201-204, 226
8 *et seq.*, 226.7, 510, 512, 558, 1194, 1198, and 2698 *et seq.*, Business and Professions Code
9 § 17200 *et seq.*, and Industrial Welfare Commission Wage Order 1 (“Wage Order 1”), in addition
10 to seeking declaratory relief and restitution. This action is brought pursuant to California Code of
11 Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California
12 Labor Code because the amount in controversy exceeds this Court's jurisdictional minimum.

13 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident living within Alameda County. During the
23 four years immediately preceding the filing of this action and within the statute of limitations
24 periods applicable to each cause of action pled herein, Plaintiff was employed by Defendants as
25 a non-exempt employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices
26 complained of herein, lost money and/or property, and has been deprived of the rights guaranteed
27 by Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 558, 1194, 1198, and 2698 *et seq.*
28 California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage

Order 1, which sets employment standards for the food manufacturing and processing industry.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing this action and continuing to the present, Defendants did (and continue to do) business within the County of Alameda and the State of California by operating a manufacturing facility and therefore, were (and are) doing business in the County of Alameda and the State of California.

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

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

7. 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 and every one 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. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, 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. Further, Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all

1 members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Defendants operate a production facility in San Lorenzo, California, where they
4 produce a variety of sweetened condensed milks and syrup products. Plaintiff was employed by
5 Defendants as a non-exempt warehouse employee from approximately September 2020 to
6 approximately October 2020. Plaintiff's primary job duties consisted of boxing items, and
7 cleaning the warehouse.

8 10. Throughout Plaintiff's employment with Defendants, Plaintiff routinely worked in
9 excess of 8 hours per workday and/or more than 40 hours per workweek but did not receive
10 overtime compensation equal to one and one-half times his regular rate of pay for working
11 overtime hours. Specifically, Plaintiff and other non-exempt employees earned non-discretionary
12 bonuses and other forms of pay that cannot be excluded from the regular rate of pay as a matter
13 of law (hereinafter "Incentive Pay"). As a result of paying Plaintiff and other non-exempt
14 employees Incentive Pay, Defendants failed to properly calculate the regular rate of pay, resulting
15 in unpaid overtime wages.

16 11. Defendants also failed to provide Plaintiff and other non-exempt employees with
17 all legally compliant meal periods due to Defendants' unlawful meal period policies/practices that
18 failed to provide timely, duty-free 30-minute first meal periods commencing before the end of the
19 fifth hour of work. Plaintiff was not permitted to take his meal period until all assigned work was
20 completed, which would often result in late meal periods. Despite starting his shift at 6:00 a.m.,
21 Plaintiff was frequently not provided a first meal period until *after* 11:00 a.m., in violation of
22 Labor Code § 512. On occasions when Plaintiff and other non-exempt employees were not
23 provided with all lawful meal periods to which they were entitled, Defendants failed to pay
24 Plaintiff and other non-exempt employees an additional hour of premium pay at their respective
25 regular rates of pay for each workday in which a meal period violation occurred, as required by
26 Labor Code § 226.7. Upon information and belief, during at least a portion of the relevant time
27 period, Defendants failed to maintain a pay code for the payment of meal period premium
28 payments as required by Labor Code § 226.7.

12. Additionally, Defendants would frequently schedule Plaintiff and other non-exempt employees to work seven consecutive days within a workweek without providing a single day of rest, in violation of Labor Code §§ 551 and 552.

13. As a result of Defendants' failure to pay all overtime wages, and meal period premium wages owed, Defendants also maintained inaccurate payroll records, issued inaccurate wage statements to Plaintiff and other non-exempt employees, and failed to pay all final wages owed to Plaintiff and other non-exempt employees upon their respective separations from employment.

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 Overtime Class consists of all Defendants' current and former non-exempt employees in California who worked more than 8.0 hours per day and/or 40.0 hours per workweek and received Incentive Pay during a corresponding time period, during the four years immediately preceding the filing of this action through the present.
- b. The Meal Period Class consists of all Defendants' current and former non-exempt employees in California who: (i) worked at least one shift in excess of 5.0 hours without their timekeeping records reflecting a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work, and who did not receive a corresponding meal period premium payment for such shifts, during the four years immediately preceding the filing of this action through the present.
- c. The Wage Statement Class consists of all members of the Overtime Class, and/or Meal Period Class, who received a wage statement from Defendants, during the one year immediately preceding the filing of this action through the present.
- d. The Waiting Time Class consists of all members of the Overtime Class, and/or Meal Period Class, who separated their employment with Defendants during the

three years immediately preceding the filing of this action 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 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 non-exempt employees, which predominate over questions affecting only individual members including, without limitation:

- i. Whether Defendants lawfully paid premium wages for all overtime hours worked to members of the Overtime Class pursuant to Labor Code §§ 204, 510, 558, 1194 and 1198;
- ii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iii. Whether Defendants correctly paid meal and/or rest period premium payments for non-compliant meal periods pursuant to Labor Code § 226.7;
- iv. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- v. Whether Defendants paid all wages/compensation due upon separation to members of the Waiting Time Class pursuant to Labor Code §§ 201-203.

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, such as Defendants' uniform overtime policies/practices, and meal period policies/practices. As such, 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.

1 18. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because
2 Plaintiff was employed by Defendants as a non-exempt employee in California during the
3 statute(s) of limitations period applicable to each cause of action pled in the action. As alleged
4 herein, Plaintiff, like the members of the Classes, was deprived of all overtime wages owed, was
5 not provided all required meal periods, was not provided with accurate, itemized wage statements,
6 and did not receive all final wages owed at the time of his separation from employment.

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

13 20. **Superiority:** The California Labor Code is broadly remedial in nature and serves
14 an important public interest in establishing minimum working conditions and standards in
15 California. These laws and labor standards protect the average working employee from
16 exploitation by employers who have the responsibility to follow the laws and who may seek to
17 take advantage of superior economic and bargaining power in setting onerous terms and
18 conditions of employment. The nature of this action and the format of laws available to Plaintiff
19 and members of the Classes make the class action format a particularly efficient and appropriate
20 procedure to redress the violations alleged herein. If each employee were required to file an
21 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
22 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
23 their vastly superior financial and legal resources. Moreover, requiring each member of the
24 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
25 employees who would be disinclined to file an action against their former and/or current employer
26 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
27 employment. Further, the prosecution of separate actions by the individual class members, even
28 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications

1 with respect to the individual class members against Defendants herein; and which would
2 establish potentially incompatible standards of conduct for Defendants; and/or legal
3 determinations with respect to individual class members which would, as a practical matter, be
4 dispositive of the interests of the other class members not parties to adjudications, or which would
5 substantially impair or impede the ability of the class members to protect their interests. Further,
6 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
7 individual prosecution considering all of the concomitant costs and expenses attending thereto.
8 As such, the Classes identified herein are maintainable as a Class under § 382 of the Code of Civil
9 Procedure.

10 **FIRST CAUSE OF ACTION**

11 **FAILURE TO PAY ALL OVERTIME WAGES**

12 **(AGAINST ALL DEFENDANTS)**

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

14 22. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
15 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
16 overtime hours worked, and provide a private right of action for the failure to pay all overtime
17 compensation for overtime work performed.

18 23. At all times relevant herein, Defendants were required to properly pay Plaintiff
19 and members of the Overtime Class for all overtime hours worked pursuant to California Labor
20 Code § 1194 and Wage Order 1. Wage Order 1, § 3 requires an employer to pay an employee
21 “one and one-half (1½) times the employee’s regular rate of pay for all hours worked in excess
22 of eight (8) hours” per workday and/or in excess of 40 hours of work in the workweek.

23 24. At all times relevant herein, Defendants caused Plaintiff and members of the
24 Overtime Class to work overtime hours but did not compensate Plaintiff or members of the
25 Overtime Class at one and one-half times their regular rate of pay for such hours.

26 25. The foregoing policies and practices are unlawful and create entitlement to
27 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
28 premiums owing, including interest thereon, statutory and civil penalties, attorney’s fees, and

costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 1, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

27. 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 1, § 11, for the reasons set forth in the factual allegations and class definitions sections of this Complaint. Despite Defendants' violations, Defendants did not pay an additional hour of premium pay to Plaintiff and members of the Meal Period Class at their respective regular rates of pay, in accordance with California Labor Code §§ 226.7 and 512.

28. 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, and 558, Wage Order 1, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

WAGE STATEMENT 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 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and members of the Wage Statement Class with complete and accurate itemized wage statements that included, among other requirements, all overtime wages earned, and all meal period premium wages owed, in violation of Labor Code § 226 *et seq.*

31. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class

1 with complete and accurate, itemized wage statements resulted in actual injury, as said failures
2 led to, among other things, the non-payment of all overtime wages owed and all meal period
3 premium wages owed, and deprived them of the information necessary to identify the
4 discrepancies in Defendants' reported data.

5 32. Defendants' failures create an entitlement to recovery by Plaintiff and members of
6 the Wage Statement Class in a civil action for damages and/or penalties pursuant to Labor Code
7 § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs
8 of suit according to California Labor Code § 226 *et seq.*

9 **FOURTH CAUSE OF ACTION**

10 **WAITING TIME PENALTIES**

11 **(AGAINST ALL DEFENDANTS)**

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

13 34. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
14 an employer to pay all wages earned immediately at the time of separation from employment in
15 the event the employer discharges the employee, or if the employee provides at least 72 hours of
16 notice of his/her intent to quit. In the event the employee provides less than 72 hours of notice of
17 his/her intent to quit, said employee's wages become due and payable not later than 72 hours upon
18 said employee's last date of employment.

19 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
21 at the time of their separation including, among other things, underpaid overtime wages owed,
22 and meal period premium wages. Further, Plaintiff is informed and believes, and based thereon
23 alleges, that as a matter of uniform policy and practice, Defendants continue to fail to pay
24 members of the Waiting Time Class all earned wages at the end of employment in a timely manner
25 pursuant to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages
26 was willful within the meaning of Labor Code § 203.

27 36. Defendants' willful failure to timely pay Plaintiff and members of the Waiting
28 Time Class all earned wages upon separation from employment results in a continued payment

1 of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and
2 members of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203,
3 plus reasonable attorneys' fees and costs of suit.

4 **FIFTH CAUSE OF ACTION**

5 **UNFAIR COMPETITION**

6 **(AGAINST ALL DEFENDANTS)**

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

8 38. Defendants have engaged, and continue to engage, in unfair and/or unlawful
9 business practices in California in violation of California Business and Professions Code § 17200
10 *et seq.*, by, amongst other things, failing to pay Plaintiff and the Classes all overtime wages owed,
11 failing to pay all required meal period premium wages owed, knowingly failing to furnish
12 complete and accurate itemized wage statements, and failing to pay all final wages at the time of
13 separation from employment.

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

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

23 41. The acts complained of herein occurred within the last four years immediately
24 preceding the filing this action.

25 42. Plaintiff was compelled to retain the services of counsel to file this court action to
26 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
27 of Defendants' current non-exempt employees, and to enforce important rights affecting the
28 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,

which he is entitled to recover under Code of Civil Procedure § 1021.5.

SIXTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

44. 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; (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 Plaintiff and other aggrieved employees all overtime compensation earned in violation of Labor Code sections 510, 558, 1194 and 1198;

b. Failing to provide meal periods as required by law and failing to pay meal period premiums to Plaintiff and other aggrieved employees at these employees’ respective regular rates of compensation for meal period violations in violation of Labor Code §§ 226.7, 512, and 558;

- c. Failing to furnish Plaintiff and other aggrieved employees with accurate and compliant itemized wage statements in violation of Labor Code § 226;
- d. Failing to provide Plaintiff and other aggrieved employees to take one (1) day's rest in seven in violation of Labor Code §§ 551 and 552;
- e. Failing to timely pay all final wages due to Plaintiff and other aggrieved employees in violation of Labor Code sections 201, 202 and 203;
- f. Failing to pay Plaintiff and other aggrieved employees all wages earned at least twice during each calendar month in violation of Labor Code § 204; and
- g. Failing to maintain accurate records on behalf of Mr. Nelson and other aggrieved employees in violation of Labor Code §§ 558 and 1174.

45. On March 4, 2021, Plaintiff notified Defendant, via certified mail, and the California Labor and Workforce Development Agency ("LWDA") via e-mail 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 violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiff notifying Defendants of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

46. Based on the foregoing, Plaintiff seeks to represent himself and all other Aggrieved Employees, as defined by Labor Code § 2699(c), which includes all of Defendants' non-exempt employees who were employed by Defendants from March 4, 2020 to the present.

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

PRAYER

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

1. For an order certifying the proposed Classes;

2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
5. Upon the Second Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512 and 558;
6. Upon the Third Cause of Action, for statutory penalties pursuant to Labor Code § 226 *et. seq.*;
7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
8. Upon the Fifth Cause of Action, for restitution to Plaintiff and members of the Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of California Business and Professions Code § 17200 *et seq.*;
9. Upon the Sixth Cause of Action, for civil penalties due to Plaintiff, 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 \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee; (2) \$50.00 for each initial violation and \$100.00 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 \$200.00 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 violations of Labor Code sections cited in Paragraph 44 (a)-(g) above;
10. Prejudgment interest on all due and unpaid wages pursuant to California Labor

1 Code § 218.6 and Civil Code §§ 3287 and 3289;

2 11. On all causes of action, for attorneys' fees and costs as provided by Labor Code
3 §§ 218.5, 1194 *et seq.*, 226, 2802, and 2698 *et seq.*, and Code of Civil Procedure § 1021.5; and

4 12. For such other and further relief the Court may deem just and proper.

5
6 Dated: May 10, 2021

Respectfully submitted,
HAINES LAW GROUP, APC

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8 By:


Fletcher W. Schmidt
Attorneys for Plaintiff

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10 **DEMAND FOR JURY TRIAL**

11
12 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

13
14 Dated: May 10, 2021

HAINES LAW GROUP, APC

15
16 By:


Fletcher W. Schmidt
Attorneys for Plaintiff

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Alameda County Superior Court Case No. RG21090890

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 **[X]** 2155 Campus Drive, Suite 180, El Segundo, California 90245.

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

Maureen K. Bogue, Esq.
Noah Levin, Esq.
PACIFIC EMPLOYMENT LAW LLP
101 California St, Ste 2300
San Francisco, California 94111
Attorneys for Defendant SANTINI FOODS, INC.

[X] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.


Jonathan Ramirez