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and other similarly-situated and aggrieved employees

**SUPERIOR COURT OF CALIFORNIA**

**COUNTY OF MONTEREY**

GABRIELA CHAVEZ, on behalf of herself  
and other similarly-situated employees,

Plaintiff,

v.

SCHEID VINEYARDS INC., a Delaware  
Corporation; and DOES 1 Through 10,  
inclusive,

Defendants.

Case No. 21CV002126

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

- 1. FAILURE TO PAY MINIMUM,  
REGULAR, AND OVERTIME WAGES**
- 2. FAILURE TO PROVIDE MEAL  
PERIODS OR PAY IN LIEU  
THEREOF**
- 3. FAILURE TO PROVIDE REST  
PERIODS OR PAY IN LIEU  
THEREOF**
- 4. FAILURE TO PROVIDE ACCURATE  
ITEMIZED WAGE STATEMENTS**
- 5. FAILURE TO PAY WAGES TIMELY  
TO SEPARATED EMPLOYEES**
- 6. VIOLATIONS OF THE UNFAIR  
COMPETITION LAW**
- 7. PAGA PENALTIES FOR FAILURE TO  
PAY MINIMUM, REGULAR, AND  
OVERTIME WAGES**
- 8. PAGA PENALTIES FOR FAILURE TO  
PROVIDE MEAL PERIODS OR PAY**

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- IN LIEU THEREOF**
- 9. PAGA PENALTIES FOR FAILURE TO PROVIDE REST PERIODS OR PAY IN LIEU THEREOF**
- 10. PAGA PENALTIES FOR FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**
- 11. PAGA PENALTIES FOR FAILURE TO PAY WAGES TIMELY TO CURRENT AND SEPARATED EMPLOYEES**

**DEMAND FOR JURY TRIAL**

I.

**INTRODUCTION**

1. Plaintiff GABRIELA CHAVEZ (“Plaintiff”) brings this proposed class and representative action against her former employer SCHEID VINEYARDS INC., a Delaware Corporation, and DOES 1-10 (collectively, “Defendants”) for multiple wage and hour violations under the California Labor Code. Specifically, during all or a significant part of the applicable limitations period, or proposed “Class Period” (which is defined as any time from four years prior to the commencement of this action until the commencement of trial in the matter) and the proposed “PAGA Period” (which is defined as one year and 65 days prior to the commencement on this action until the commencement of trial in the matter), Plaintiff alleges Defendants failed to: pay all required wages for all hours worked, including all minimum, regular, and overtime wages; provide all lawful meal and rest periods or pay an hour’s worth of pay in lieu thereof; provide accurate, itemized wage statements; and timely pay all final wages. Plaintiff also alleges Defendants violated the Unfair Competition Law, Bus. & Prof. Code sections 17200, *et seq.*

2. Plaintiff gave notice of these claims to the California Labor and Workforce Development Agency (“LWDA”) and Defendants. There was no LWDA intervention within 65 days of that notice, and no notice of cure by Defendants. Plaintiff asserts claims for civil penalties as a representative of the State of California, as authorized by the Private Attorneys General Act (“PAGA”), Labor Code sections 2698, *et seq.*, and to the extent permitted by law, on behalf of the aggrieved employees who held the positions identified and suffered one or more of the violations alleged. Labor Code § 2699.3(a)(2)(C). A true and correct copy of the July 1, 2021 Notice showing compliance with section 2699.3 is attached as **Exhibit 1** and demonstrates Plaintiff is an aggrieved employee and has standing to bring a representative action on behalf of the State and as a private attorney general.

3. Plaintiff seeks to represent all current and former non-exempt employees of Defendants who suffered one or more of the alleged violations (“aggrieved employees”) during the PAGA Period.

## **JURISDICTION & VENUE**

5. Plaintiff alleges, on information and belief, that no federal question is raised and that the Class Action Fairness Act (“CAFA”), 28 U.S.C. section 1332(d), does not apply, or in the alternative, that exceptions for local case or controversy under the CAFA do apply and prohibit removal of this action to federal court. Plaintiff is also informed and believes that based on her rate of pay, her individual claims do not meet the necessary amount in controversy to implicate traditional jurisdiction under 28 U.S.C. section 1332(a) or jurisdiction under the CAFA. Plaintiff also alleges, based on information and belief, that Defendant is headquartered and principle place of business is located in the city of Salinas, Monterey County, California, and is not diverse for any purposes under 28 U.S.C. sections 1332(a) or 1332(d).

6. Further as a representative action under the PAGA, the matter is not subject to removal under 28 U.S.C. sections 1332(a)-(d). PAGA civil penalty actions are not subject to federal jurisdiction.

**PARTIES**

7. Plaintiff GABRIELA CHAVEZ is a resident of Monterey County, California. Plaintiff was employed by Defendants as a field worker/picker in Monterey County, California from 2015 through February 2020.

1           8.       Plaintiff alleges that she and all other non-exempt hourly employees in the State  
2 of California worked under Defendants' policies and as a result, suffered the same violations  
3 alleged herein.

4           9.       Plaintiff is informed and believes, and based thereon alleges, that Defendant  
5 SCHEID VINEYARDS INC. is a Delaware Corporation that operates vineyards growing wine  
6 grapes, primarily in Monterey County, California.

7           10.      Pursuant to California Labor Code sections 558 and 558.1, Defendants are  
8 employers of Plaintiff, and/or persons acting on behalf of Plaintiff's employer, who violated, or  
9 caused to be violated, any provision regulating minimum wages or hours and days of work in  
10 the applicable order of the Industrial Welfare Commission, as well as California Labor Code  
11 sections 201-204, 226, 226.7, 256, 510, 512, 1194, 1197, and 1198.

12           11.      At all times relevant, SCHEID VINEYARDS INC. did, and does, transact and  
13 conduct business in the state of California and within the jurisdiction of the Court. At all times  
14 relevant, SCHEID VINEYARDS INC. was Plaintiff's employer for purposes of the California  
15 wage and hour laws at issue in this action.

16           12.      Plaintiff is unaware of the true names, capacities, relationships, and extent of  
17 participation in the conduct alleged of Defendants sued as DOES 1 through 10, but is informed  
18 and believes, and based thereon alleges, that DOE Defendants are legally responsible for the  
19 wrongful conduct alleged and sues these Defendants by such fictitious names. Plaintiff will  
20 amend this complaint when their true names and capabilities are ascertained.

21           13.      Plaintiff is informed and believes and, based thereon alleges, that each  
22 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and  
23 other similarly-situated employees, and exercised control over their wages, hours, and working  
24 conditions. Plaintiff is informed and believes, and based thereon alleges, that each Defendant  
25 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a  
26 joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each  
27 Defendant are legally attributable to the other Defendants.

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IV.

**GENERAL ALLEGATIONS**

14. At all times during the Class and PAGA Periods, Plaintiff and similarly-situated and aggrieved current and former non-exempt, hourly employees were employed by Defendants and each of them, including DOE Defendants, within the state of California.

15. During the Class and PAGA Periods, Defendants maintained common policies and practices applicable to Defendants' employees, including Plaintiff, which resulted in Defendants' failure to: pay all required wages for all hours worked, including all minimum, regular, and overtime wages; provide all lawful meal and rest periods or pay an hour's worth of pay in lieu thereof; provide accurate, itemized wage statements; and timely pay all final wages. At all relevant times, Plaintiff and other similarly-situated and aggrieved employees of Defendants worked under these common policies and practices.

16. During the Class and PAGA Periods, Defendants maintained a common policy and practice of failing to pay Plaintiff and other similarly-situated and aggrieved employees for all hours worked or subject to Defendants' control. Defendants did not provide a system for Plaintiff and similarly-situated and aggrieved employees to clock in and out for work and meal periods and thus did not pay these employees for all time worked or under Defendants' control. Rather, another employee would mark down Plaintiff's and similarly-situated and aggrieved employees' alleged hours worked in a notebook. Meal periods were not recorded. Further, Defendants required Plaintiff and similarly-situated and aggrieved employees to arrive five minutes before their shift start time to walk across Defendants' property to a location where they would do mandatory exercises, but did not compensate these employees for this time. If Plaintiff and similarly-situated employees were not ready for roll call exactly at their shift start time, they would be reprimanded or written up.

17. During the Class and PAGA Periods, Defendants maintained a common policy and practice of failing to properly calculate and pay Plaintiff's and similarly-situated and aggrieved employees' wages. Often, the wages paid were not a correct calculation of the listed hours worked multiplied by the listed rate of pay. For example, on pay date October 18, 2019,

1 Plaintiff purportedly worked 52.26 regular hours at a rate of \$13.25 and was paid \$692.33, but  
2 she should have been paid \$692.45. And on pay date November 1, 2019, Plaintiff purportedly  
3 worked 47.98 regular hours at a rate of \$13.26 and was paid \$636.00, but she should have been  
4 paid \$636.21.

5 18. During the Class and PAGA Periods, Defendants did not pay Plaintiff and  
6 similarly-situated and aggrieved employees overtime wages for hours that are considered  
7 overtime for agricultural workers by the State of California. For instance, in 2019, Defendants  
8 did not pay overtime wages for hours over 9.5 in one day or 55 in one week.

9 19. During the Class and PAGA Periods, Defendants subjected Plaintiff and all  
10 similarly-situated and aggrieved employees to policies and practices which failed to provide  
11 compliant meal periods. Plaintiff and other similarly-situated and aggrieved employees were  
12 not provided an opportunity for each shift to take off-duty, timely, uninterrupted meal periods  
13 lasting at least 30 minutes. Instead, meal periods were typically short (less than 30 minutes),  
14 missed entirely, or late (after the 5th or 10th hour of work, as applicable). Plaintiff and  
15 similarly-situated and aggrieved employees were required to walk from the fields in which they  
16 worked to a designated meal break location before they could begin their meal period, and had  
17 to return to the field by the time 30 minutes had elapsed. Therefore, meal periods that were  
18 provided were typically short by several minutes. Further, meal periods were routinely  
19 provided late - that is, after the end of the fifth hour of work. For instance, when Plaintiff and  
20 similarly-situated and aggrieved employees began work at 6:00 a.m., they were provided a  
21 meal period around 11:30 a.m. or 12:00 p.m. and when they began work at 7:00 a.m., they were  
22 provided a meal period around 12:30 p.m. Additionally, Plaintiff and similarly-situated and  
23 aggrieved employees were not provided the opportunity to take second meal periods when they  
24 worked over ten hours in a shift. Meal periods were not recorded by Defendants.

25 20. During the Class and PAGA Periods, Defendants subjected Plaintiff and all  
26 similarly-situated and aggrieved employees to policies and practices which failed to provide  
27 compliant rest periods. Plaintiff and other similarly-situated and aggrieved employees were not  
28 provided compliant off-duty, timely, and uninterrupted rest periods lasting at least 10 minutes.

1 Plaintiff and similarly-situated and aggrieved employees were entitled to a first 10-minute rest  
2 break for shifts from three and one-half to six hours, a second such rest break for shifts of more  
3 than six hours up to ten hours, and a third such rest break for shifts over 10 hours. Defendants  
4 paid Plaintiff and similarly-situated and aggrieved employees for rest periods separately from  
5 their hourly earnings. Because of this, Defendants did not include employees' first two rest  
6 periods in their time worked to determine when to provide a third rest period, and these third  
7 rest periods were not provided until after the employee had been working for 10 hours plus the  
8 time spent on their two prior rest periods.

9         21. During the Class and PAGA Periods, Defendants failed to pay Plaintiff and  
10 similarly-situated and aggrieved employees one hour of pay at these employees' regular rate for  
11 each shift in which a compliant meal or rest period was not provided.

12         22. During the Class and PAGA Periods, Defendants failed to provide accurate,  
13 itemized wage statements to Plaintiff and other similarly-situated and aggrieved employees.  
14 The paystubs provided did not contain all information required by Labor Code section 226(a).  
15 The correct name of the employer is Scheid Vineyards Inc., but the wage statements identified  
16 the employer as Scheid Vineyard Inc. The exclusion of the 's' from Vineyards causes the name  
17 to be incorrect. Indeed, a search of the employer's name on the California secretary of state  
18 website as written on the wage statement does not generate any results. Accordingly,  
19 Defendants failed to include the correct name of the employer of Plaintiff and other similarly-  
20 situated and aggrieved employees on the wage statements. Additionally, because Defendants  
21 failed to pay all minimum, regular, and overtime wages, and all meal and rest period premium  
22 wages, these wage statements failed to accurately set forth the total gross wages earned, net  
23 wages earned, total hours worked, and all applicable hourly rates and the total number of hours  
24 worked at each rate.

25         23. During the Class and PAGA Periods, Defendants further failed to pay Plaintiff  
26 and other similarly-situated and aggrieved employees all earned wages, including all minimum,  
27 regular, and overtime wages, upon termination of employment. Defendants also did not pay a  
28 day's wages for every day final pay was not paid through the date final wages were paid, as

1 required by Labor Code section 203.

2 24. During the Class and PAGA Periods, Plaintiff further alleges, based on personal  
3 experience and observation, that the violations of the Labor Code described herein were  
4 suffered by other current and former non-exempt, hourly employees of Defendants.

5 V.

6 **CLASS ACTION ALLEGATIONS**

7 25. Plaintiff brings this class action on behalf of herself and all others similarly  
8 situated pursuant to Code of Civil Procedure section 382. The members of the Class are defined  
9 as follows:

10 Class

11 All Defendants' California hourly non-exempt employees, at any time  
12 during the four years before filing this Complaint through the date of trial.

13 26. Plaintiff also seeks to certify a subclass of employees defined as:

14 First Minimum Wages Subclass

15 All Class Members who performed work, were subject to Defendants'  
16 control, or were suffered or permitted to work, for any period of time that  
17 was not compensated by Defendants.

18 27. Plaintiff also seeks to certify a subclass of employees defined as:

19 Miscalculated Wages Subclass

20 All Class Members whose wages were miscalculated based on the rate and  
21 hours worked listed on their wage statements.

22 28. Plaintiff also seeks to certify a subclass of employees defined as:

23 Overtime Wages Subclass

24 All Class Members who worked over 10 hours per day or 60 hours per  
25 week before 2019; over 9.5 hours per day or 55 hours per week in 2019;  
26 over 9 hours per day or 50 hours per week in 2020; or over 8.5 hours per  
27 day or 45 hours per week in 2021 and were not paid all properly-  
28 calculated overtime wages.

29 29. Plaintiff also seeks to certify a subclass of employees defined as:

30 First Meal Period Subclass

31 All Class Members who worked a shift of five hours or more and were  
32 subject to the policy or practice not to provide a compliant 30-minute meal  
33 period or one hour of pay at the employee's regular rate of pay in lieu  
34 thereof.

30. Plaintiff also seeks to certify a subclass of employees defined as:

Second Meal Period Subclass

All Class Members who worked a shift of ten hours or more and were subject to the policy and/or practice not to provide a compliant 30-minute meal period or one hour of pay at the employee's regular rate of pay in lieu thereof.

31. Plaintiff also seeks to certify a subclass of employees defined as:

Rest Period Subclass

All Class Members who worked a shift of 3.5 hours more and were subject to the policy or practice not to provide a compliant rest period for every 4 hours worked, or major fraction thereof, or one hour of pay at the employee's regular rate of pay in lieu thereof.

32. Plaintiff also seeks to certify a subclass of employees defined as:

Wage Statement Subclass

All Class Members who, within the applicable limitations period, were subject to the policy or practice of not providing accurate itemized wage statements.

33. Plaintiff also seeks to certify a subclass of employees defined as:

Waiting Time Subclass

All Class Members who, within the applicable limitations period, either voluntarily or involuntarily separated from their employment, and were subject to Defendants' policy and/or practice of failing to timely pay wages upon termination.

34. Plaintiff also seeks to certify a subclass of employees defined as:

The UCL Subclass

All members of the Class who, within the applicable limitations period, are owed restitution as a result of Defendants' business acts and practices to the extent such acts and practices are found to be unlawful, deceptive, or unfair.

35. Plaintiff reserves the right under California Rules of Court, Rule 3.765(b) and other applicable law to amend or modify the class definition with respect to issues or in any other ways. Plaintiff is the Named Representative and is a member of the Class. Plaintiff seeks class-wide recovery based on the allegations set forth in this complaint. The Court can define the Class and create additional subclasses as may be necessary or desirable to adjudicate common issues and claims of the Class Members if, based on discovery of additional facts, the need arises.

1           36. As set forth in the Prayer, below, Plaintiff will move the Court to try the UCL  
2 Subclass Claims before the Court in Equity before trying the legal claims to a trier of fact in  
3 this action. See, *Hoopes v. Dolan* (2008) 168 Cal.App.4th 146, 156-157; *Pellegrino v. Robert*  
4 *Half Intern., Inc.* (2010) 181 Cal.App.4th 713 “[B]etter practice” is for “the trial court [to]  
5 determine the equitable issues before submitting the legal ones to the jury.”]. Same, *Hodge v.*  
6 *Superior Court* (2006) 145 Cal.App.4th 278, 284 and *Nwosu v. Uba* (2004) 122 Cal.App.4th  
7 1229, 1238, 1244.

8           37. This action has been brought and may be maintained as a class action pursuant  
9 to Code of Civil Procedure section 382 because there is a well-defined community of interest in  
10 the litigation and the proposed Class is easily ascertainable through the records Defendants are  
11 required to keep.

12           38. **Numerosity.** The members of the Class are so numerous that individual joinder  
13 of all of them as Plaintiffs is impracticable. While the exact number of the Class Members is  
14 unknown to Plaintiff at this time, Plaintiff is informed and believes and thereon alleges that  
15 there are more than 100 Class Members.

16           39. **Commonality.** Common questions of law and fact exist as to all Class Members  
17 and predominate over any questions that affect only individual members of the Class. These  
18 common questions include, but are not limited to:

19           40. Whether Defendants violated Labor Code sections 510, 1194, or 1197 by failing  
20 to pay minimum, regular, or overtime wages, as required, for all hours worked  
21 or spent subject to Defendants’ control;

22           41. Whether Defendants violated Labor Code sections 510, 1194, or 1197 by failing  
23 to properly calculate employees’ pay based on the rates and hours listed on their  
24 wage statements;

25           42. Whether Defendants violated Labor Code sections 201 or 202 by not paying  
26 Class Members who are no longer employed by Defendants all earned wages  
27 upon their termination of employment; and if so, whether such violations were  
28 “willful” within the meaning of Labor Code section 203;

43. Whether Defendants violated Labor Code section 226 by failing to include all required accurate information on employees' wage statements, and if so, whether this failure was willful;

44. Whether Defendants violated Labor Code sections 512 and 226.7, and section 11 of the applicable wage order, by failing to provide compliant first and second meal periods, or pay one hour of pay in lieu thereof for each missed or non-compliant meal period;

45. Whether Defendants violated Labor Code section 226.7 and section 12 of the applicable wage order by failing to provide compliant rest periods, or pay one hour of pay in lieu thereof for each missed or non-compliant rest period;

46. Whether Defendants engaged in business acts or practices which violate California's Unfair Competition Law ("UCL") as it relates to their policies and practices as to wages and pay;

47. To what extent any injuries were sustained by the Class and Subclass Members and the appropriate type and measure of damages; and

48. To what extent each Defendant, including each DOE defendant, is liable to the Class and Subclass Members.

49. **Typicality**. Plaintiff's claims are typical of the claims of the other members of the Class. Plaintiff and other members of the Class were subject to the same policies and practices of Defendants resulting in failure to pay properly calculated wages for all hours worked or subject to Defendants' control.

50. **Adequacy**. Plaintiff will adequately and fairly protect the interests of Class Members. Plaintiff has no interest adverse to the interests of absent Class Members. Plaintiff is represented by attorneys who have substantial experience in wage-and-hour and class action law.

51. **Superiority**. A class action is superior to other available means for fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the Court. Class action treatment will allow a large number of similarly situated persons to

1 prosecute their common claims in a single forum, simultaneously, efficiently, and without the  
2 unnecessary duplication of effort and expense that numerous individual actions would require.  
3 The damages suffered by each Class Member are relatively small in the sense pertinent to class  
4 action analysis, and the expense and burden of individual litigation would make it extremely  
5 difficult or impossible for the individual Class Members to seek and obtain individual relief. A  
6 class action will serve an important public interest by permitting such individuals to effectively  
7 pursue recovery of the sums owed to them. Further, class litigation prevents the potential for  
8 inconsistent or contradictory judgments raised by individual litigation.

9  
10 **VI.**  
**CAUSES OF ACTION**

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO PAY MINIMUM, REGULAR, AND OVERTIME WAGES**  
**Labor Code §§ 1194, 1194.2, 1197, 1198, 510, and 860**  
13 **(By Plaintiff and the Minimum Wages, Miscalculated Wages, and Overtime Wages**  
**Subclasses Against Each Defendant)**

14 52. Plaintiff incorporates the preceding paragraphs of this Complaint.

15 53. By failing to pay at least minimum wages for all hours worked or subject to  
16 Defendants' control, Defendants violated Labor Code section 1194 and the "Minimum Wages"  
17 section of the applicable IWC Wage Order(s).

18 54. By failing to properly calculate and pay employees' regular and overtime wages,  
19 based on the rates and hours listed on their wage statements, Defendants violated Labor Code  
20 sections 510 and 1194 and the "Overtime Wages" section of the applicable IWC Wage  
21 Order(s).

22 55. By failing to pay employees overtime wages for overtime hours worked,  
23 Defendants violated Labor Code sections 510, 860, and the "Overtime Wages" section of the  
24 applicable IWC Wage Order(s).

25 56. Labor Code section 1194.2 provides for liquidated damages equal to unlawfully  
26 unpaid minimum wages, with interest.

27 57. Defendants' unlawful acts deprived Plaintiff, the Class, the First Minimum  
28 Wages Subclass, the Miscalculated Wages Subclass, and the Overtime Wages Subclass of

1 minimum, regular, and overtime wages in amounts to be determined at trial, and they are  
2 entitled to recover these wages, liquidated damages, interest, attorneys' fees, and costs.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PROVIDE MEAL PERIODS OR PAY IN LIEU THEREOF**  
5 **Labor Code §§ 226.7 and 512; § 11 of the Applicable IWC Wage Order(s)**  
6 **(By Plaintiff and the First and Second Meal Period Subclasses Against Each Defendant)**

7 58. Plaintiff incorporates the preceding paragraphs of this Complaint.

8 59. By failing to: provide compliant meal periods of at least thirty (30) minutes for  
9 shifts of five hours or more, which began before the end of the fifth hour of work; provide  
10 second compliant meal periods of at least thirty (30) minutes for shifts of ten hours or more,  
11 which began before the tenth hour of work; and pay premium wages of one (1) hour of pay at  
12 employees' regular rate of pay for each workday a meal period was not provided, Defendants  
13 willfully violated the provisions of Labor Code sections 226.7 and 512 and the "Meal Periods"  
14 section of the applicable IWC Wage Order(s).

15 60. Defendants' unlawful acts deprived Plaintiff, the Class, and the First and Second  
16 Meal Period Subclasses of premium wages in amounts to be determined at trial, and they are  
17 entitled to recover these amounts, along with interest, attorneys' fees, and costs.

18 **THIRD CAUSE OF ACTION**

19 **FAILURE TO PROVIDE REST PERIODS OR PAY IN LIEU THEREOF**  
20 **Cal. Labor Code § 226.7 and; § 12 of the Applicable IWC Wage Order**  
21 **(By Plaintiff and the Rest Period Subclass Against Each Defendant)**

22 61. Plaintiff incorporates the preceding paragraphs of this Complaint.

23 62. By failing to authorize and permit Plaintiff and Class Members a paid rest  
24 period of at least 10 minutes for every four hours or major fraction worked per day, and by  
25 failing to provide premium wages at the regular rate of pay when not permitted or authorized,  
26 Defendants willfully violated the provisions of Labor Code section 226.7 and the "Rest  
27 Periods" section of the applicable IWC Wage Order(s).

28 63. Defendants' unlawful acts deprived Plaintiff, the Class, and the Rest Period  
Subclass of premium wages in amounts to be determined at trial, and they are entitled to  
recover these amounts, along with interest, attorneys' fees, and costs.

**FOURTH CAUSE OF ACTION**  
**FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**  
**Labor Code § 226**  
**(By Plaintiff and the Wage Statement Subclass Against Each Defendant)**

64. Plaintiff incorporates the preceding paragraphs of this Complaint.

65. All employers must provide employees with accurate, itemized wage statements showing, among other things, total hours worked and all applicable hourly rates in effect in a pay period and the corresponding number of hours worked at each rate, and the name of the legal entity that is the employer. Labor Code § 226.

66. Defendants knowingly failed to comply with these provisions by, among other things, failing to provide accurate itemized wage statements showing all correct total hours worked; all correct gross and net wages earned, including due to mathematical miscalculations by Defendants; all correct hourly rates and corresponding number of hours worked at each rate; and the correct name of the legal entity that is the employer.

67. As a consequence of Defendants' knowing and intentional failure to comply with Labor Code section 226(a), Plaintiff and the members of the Wage Statement Subclass are entitled to recover the greater of actual damages or penalties not to exceed \$4,000 for each employee with interest and attorneys' fees and costs. Labor Code § 226(e).

**FIFTH CAUSE OF ACTION**  
**FAILURE TO PAY WAGES TIMELY TO SEPARATED EMPLOYEES**  
**Labor Code §§ 201-203**  
**(On Behalf of Plaintiff and the Waiting Time Subclass Against Each Defendant)**

68. Plaintiff incorporates the preceding paragraphs of this Complaint.

69. An employer who discharges an employee must pay all compensation due and to that employee immediately upon discharge. Labor Code § 201. An employer must pay all compensation due to an employee who quits within 72 hours. Labor Code § 202.

70. Because Defendants did not pay all earned wages during employment, Defendants had a consistent policy of willfully failing to timely pay earned wages to former employees. If an employer willfully fails to timely pay such wages the employer must, as a penalty, continue to pay the subject employee's wages until paid or until an action is commenced. Labor Code § 203. The penalty cannot exceed 30 days of wages.

1           71.     Members of the Waiting Time Subclass are no longer employed by Defendants.

2           72.     Defendants willfully failed to pay Waiting Time Subclass Members the sum due  
3 at the time of their termination or within seventy-two (72) hours of their resignation and failed  
4 to pay those sums for thirty (30) days thereafter. Plaintiff and Waiting Time Subclass Members  
5 are entitled to recover these waiting time penalties.

6                                   **SIXTH CAUSE OF ACTION**  
7                                   **VIOLATIONS OF THE UNFAIR COMPETITION LAW**  
8                                   **(Business and Professions Code §§ 17200, *et seq.*)**  
9                                   **(On Behalf of Plaintiff and the UCL Subclass Against Each Defendant)**

10          73.     Plaintiff incorporates the preceding paragraphs of this Complaint.

11          74.     Defendants' systematic and routine failure to pay minimum, regular, and  
12 overtime wages, and meal and rest period premiums, constitutes unlawful, deceptive, and unfair  
13 business acts or practices within the meaning of Business and Professions Code sections 17200,  
14 *et seq.* These practices violated the applicable State of California Industrial Welfare  
15 Commission Wage Orders, regulations and statutes, or are practices which are otherwise unfair  
16 and unlawful.

17          75.     This cause of action is brought under Business and Professions Code sections  
18 17203 and 17204, commonly called the Unfair Competition Law. Under this cause of action  
19 and pursuant to Business and Professions Code section 17208, Plaintiff and members of the  
20 proposed UCL Subclass seek restitution of premium wages and other pay owed, where such  
21 wages were due during the Class Period, according to proof.

22          76.     This cause of action is brought as a cumulative remedy as provided in Business  
23 and Professions Code section 17205, and is intended as an alternative remedy for restitution for  
24 Plaintiff, the "First Minimum Wages Subclass," the "Miscalculated Wages Subclass," the  
25 "Overtime Wages Subclass," the "First Meal Period Subclass," the "Second Meal Period  
26 Subclass," and/or the "Rest Period Subclass" for any portion of time commencing within three  
27 (3) years before filing this complaint, and as the primary remedy for Plaintiff and  
28 aforementioned Subclasses for any portion of time during the *fourth year* before filing this  
Complaint, as this period of time exceeds the general three-year statute of limitations on

1 statutory wage claims, and is a basis for restitution for all wage claims on an equitable basis  
2 and subject to court adjudication.

3 77. As a result of Defendants' unlawful and unfair business practices, described  
4 above, the Subclasses listed above have suffered damages and are entitled to restitution in an  
5 amount according to proof for a time period of four years prior to the filing of this Complaint  
6 and until such time as (1) Defendants cease their unlawful business practices, (2) the  
7 commencement of trial, or (3) a date otherwise determined by the Court pursuant to the laws of  
8 California.

9 78. Plaintiff, on behalf of herself and the proposed UCL Subclass, requests the  
10 violations of each Defendant be enjoined, and other equitable relief be provided, as this court  
11 deems proper, including an order requiring Defendants to make tax contributions on the  
12 accrued wages in the form of FICA, Social Security, Medicare, Unemployment Insurance, or  
13 other appropriate payments. Defendants' conduct, business acts, and practices undermined  
14 competition and were done in order to avoid costs other lawful employers comply with in order  
15 to avoid payment of full compensation, wages, and statutory penalties owed.

16 79. Plaintiff, and the members of the UCL Subclass she seeks to represent, request  
17 relief as described below, including restitution owed, in an amount according to proof, and for  
18 reasonable costs of suit and reasonable attorney's fees as provided by the Labor Code, Code of  
19 Civil Procedure section 1021.5, or other applicable law.

20 **SEVENTH CAUSE OF ACTION**  
21 **PAGA CIVIL PENALTIES FOR FAILURE TO PAY MINIMUM, REGULAR, AND**  
22 **OVERTIME WAGES**  
23 **(By Plaintiff and Aggrieved Employees against Each Defendant)**

24 80. Plaintiff incorporates the preceding paragraphs of this Complaint.

25 81. "Notwithstanding any agreement to work for a lesser wage, any employee  
26 receiving less than the legal minimum wage or the legal overtime compensation applicable to  
27 the employee is entitled to recover in a civil action the unpaid balance of the full amount of this  
28 minimum wage or overtime compensation, including interest thereon, reasonable attorney's  
fees, and costs of suit." Labor Code § 1194(a).

82. Section 2699.3(a) applies to any alleged violation of Labor Code sections 510, 1194, and 1194.1, and allows for recovery of PAGA civil penalties. Labor Code § 2699.5.

83. Defendants failed to pay minimum, regular, and overtime wages during the PAGA Period. Plaintiff will seek \$100 for the initial pay period an employee was underpaid, and \$200 for each subsequent violation.

84. Defendants' conduct violates applicable Wage Order(s) by failing to pay minimum wages. Plaintiff will also seek \$50 for the initial pay period an employee was underpaid, and \$100 for each subsequent violation.

**EIGHTH CAUSE OF ACTION**  
**PAGA CIVIL PENALTIES FOR FAILURE TO PROVIDE MEAL PERIODS OR PAY**  
**IN LIEU THEREOF**  
**(By Plaintiff and Aggrieved Employees against Each Defendant)**

85. Plaintiff incorporates the preceding paragraphs of this Complaint.

86. By failing to provide uninterrupted meal periods of at least 30 minutes for shifts of five hours or more, starting before the end of the fifth hour of work, and a second meal period of at least 30 minutes for shifts of ten hours or more, starting before the end of the tenth hour, Defendants violated Labor Code sections 226.7 and 512, and applicable Wage Order(s).

87. By failing to pay employees one hour of pay at their regular rate of compensation for each workday a meal period was not provided, Defendants violated Labor Code sections 226.7 and 512, and the applicable Wage Order(s).

88. During the PAGA Period, Defendants failed to provide compliant meal periods. Plaintiff will seek penalties of \$100 for the initial pay period an employee was underpaid, and \$200 for each subsequent violation. Labor Code § 2699(f)(2).

**NINTH CAUSE OF ACTION**  
**PAGA CIVIL PENALTIES FOR FAILURE TO AUTHORIZE AND PERMIT PAID**  
**REST PERIODS OR PAY IN LIEU THEREOF**  
**(By Plaintiff and Aggrieved Employees against Each Defendant)**

89. Plaintiff incorporates the preceding paragraphs of this Complaint.

90. By failing to authorize and permit a rest period of at least 10 minutes for every four (4) hours or major fraction worked per day, Defendants willfully violated provisions of

1 Labor Code section 226.7 and the applicable Wage Order(s).

2 91. By failing to pay employees one hour of pay at their regular rate of  
3 compensation for each day a compliant rest period was not authorized or permitted, Defendants  
4 willfully violated provisions of Labor Code section 226.7 and the applicable Wage Order(s).

5 92. During the applicable statutory period, Defendants failed to provide rest periods.  
6 Plaintiff will seek penalties of \$100 for the initial pay period an employee was underpaid, and  
7 \$200 for each subsequent violation. Labor Code § 2699(f)(2).

8 **TENTH CAUSE OF ACTION**  
9 **PAGA CIVIL PENALTIES FOR FAILURE TO PROVIDE ACCURATE ITEMIZED**  
10 **WAGE STATEMENTS**

11 **(By Plaintiff and Aggrieved Employees against Each Defendant)**

12 93. Plaintiff incorporates the preceding paragraphs of this Complaint.

13 94. All employers must provide employees with accurate, itemized wage statements  
14 showing, among other things, total hours worked and all applicable hourly rates in effect in a  
15 pay period, the corresponding number of hours worked at each rate, and the name of the legal  
16 entity this is the employer. Labor Code § 226.

17 95. Defendants violated Section 226 by providing wage statements to employees  
18 that did not accurately reflect all required information, including but not limited to the correct  
19 total hours worked and all correct applicable hourly rates in effect during the pay period, the  
20 corresponding number of hours worked at each rate, and the correct name of the legal entity  
21 that is the employer.

22 96. Labor Code section 226.3 provides for civil penalties for violations of Section  
23 226. Plaintiff seeks civil penalties of \$250 for the initial violation and \$1,000 for each  
24 subsequent violation. Labor Code § 226.3.

25 **ELEVENTH CAUSE OF ACTION**  
26 **PAGA CIVIL PENALTIES FOR FAILURE TO PAY WAGES TIMELY TO CURRENT**  
27 **AND SEPARATED EMPLOYEES**

28 **(By Plaintiff and Aggrieved Employees against Each Defendant)**

97. Plaintiff incorporates the preceding paragraphs of this Complaint.

98. Labor Code section 204(a) provides: "All wages, other than those mentioned in

1 Section 201, 201.3, 202, 204.1, or 204.2, earned by any person in any employment are due and  
2 payable twice during each calendar month, on days designated in advance by the employer as  
3 the regular paydays. Labor performed between the 1st and 15th days, inclusive, of any calendar  
4 month shall be paid for between the 16th and the 26th day of the month during which the labor  
5 was performed, and labor performed between the 16th and the last day, inclusive, of any  
6 calendar month, shall be paid for between the 1st and 10th day of the following month.”

7 99. Employers must pay final wages to employees voluntarily separating within 72  
8 hours and those involuntarily terminating immediately. Defendants had a consistent and  
9 uniform policy and practice of willfully failing to pay final wages to former employees. An  
10 employer that willfully fails to timely pay all final wages must, as a statutory penalty, pay an  
11 employee’s wages for 30 days, or until back wages are paid in full. Labor Code § 203.

12 100. Defendants failed to timely pay Plaintiff and other aggrieved employees all  
13 earned wages within the timeframes required by Labor Code section 204, including minimum,  
14 regular, and overtime wages.

15 101. Defendants failed to pay Plaintiff and other aggrieved employees all final wages,  
16 including minimum, regular, and overtime wages, and meal and rest period premium wages, as  
17 required by Labor Code sections 201-202.

18 102. Defendants failed to pay Plaintiff and aggrieved employees all earned wages as  
19 within the timeframes required by Code section 204. Plaintiff will seek penalties of \$100 for  
20 the initial pay period an employee was not timely paid, and \$200 for each subsequent violation.

21 103. Defendants also failed to pay Plaintiff and aggrieved employees penalties due  
22 them based on Defendants’ failure to pay all final wages in a timely manner as required by  
23 Labor Code section 203. Plaintiff will seek penalties of \$100 for the initial pay period an  
24 employee was not reimbursed, and \$200 for each subsequent violation.

25 **VII.**

26 **PRAYER FOR RELIEF**

27 WHEREFORE, Plaintiff GABRIELA CHAVEZ, on behalf of herself and all other  
28 similarly-situated and aggrieved employees, prays for judgment as follows:

- 1           a.     For certification of this action as a class action pursuant to Code of Civil  
2 Procedure section 382;
- 3           b.     For appointment of Plaintiff as the representative of the Class and Subclasses;
- 4           c.     For appointment of counsel for Plaintiff as Class Counsel;
- 5           d.     For an order bifurcating the action into liability and damages stages, or as  
6 otherwise efficient for the administration of justice;
- 7           e.     On the First Cause of Action, for unpaid minimum, regular, and/or overtime  
8 wages under Labor Code sections 510, 860, 1194, and 1197, and liquidated damages under  
9 Labor Code section 1194.2, in an amount according to proof;
- 10          f.     On the Second Cause of Action, for unpaid premium wages for non-compliant  
11 meal periods under Labor Code sections 226.7 and 512, and Section 11 of the applicable Wage  
12 Order(s);
- 13          g.     On the Third Cause of Action, for unpaid premium wages for non-compliant rest  
14 periods under Labor Code section 226.7, and Section 11 of the applicable Wage Order(s);
- 15          h.     On the Fourth Cause of Action for statutory damages and penalties under Labor  
16 Code sections 226(e) and (g), to the extent provided by law, up to a maximum of \$4,000.00 per  
17 “Wage Statement” Subclass Member, in an amount according to proof;
- 18          i.     On the Fifth Cause of Action, for statutory damages of up to 30 days of pay at  
19 the regular rate of pay for failing to timely remit payment of wages to former employees in the  
20 “Waiting Time Subclass” pursuant to Labor Code sections 201-203, in an amount according to  
21 proof;
- 22          j.     On the Sixth Cause of Action, for the UCL Subclass, to recover all restitution  
23 for minimum, regular, and overtime wages, meal and rest period premiums, and any other form  
24 of wages that were not paid to UCL Subclass members as a result of Defendants’ conduct. Said  
25 restitution may be calculated in accordance with California Business and Professions Code  
26 sections 17203 and 17204, including trial of UCL claims by the Court in equity before legal  
27 claims in an amount according to proof;
- 28     ///

1 k. That this action be maintained as a Representative Action under the PAGA, and  
2 Plaintiff and her counsel be provided with all enforcement capability as if the action were  
3 brought by the California Division of Labor Standards Enforcement;

4 l. For the Plaintiff to be recognized by the Court as serving as a Representative of  
5 the LWDA, that she be deemed an “aggrieved employee,” and that she be awarded some form  
6 of enhanced compensation for bringing this action should she prevail and provide benefit to the  
7 State of California or other “aggrieved employees,” subject to the Court’s discretion;

8 m. On the Seventh Cause of Action, for recovery of all civil penalties permitted by  
9 Labor Code section 2699, for unpaid minimum, regular, and overtime wages pursuant to Labor  
10 Code sections 510 and 1194, according to proof;

11 n. On the Eighth Cause of Action, for recovery of civil penalties permitted by Labor  
12 Code section 2699, for unpaid meal period premiums earned pursuant to Labor Code section  
13 226.7, according to proof;

14 o. On the Ninth Cause of Action, for recovery of civil penalties permitted by Labor  
15 Code section 2699, for unpaid rest period premiums earned pursuant to Labor Code section  
16 226.7, according to proof;

17 p. On the Tenth Cause of Action, for recovery of civil penalties permitted by Labor  
18 Code section 2699, for inaccurate itemized wage statements pursuant to Labor Code sections  
19 226 and 226.3, according to proof;

20 q. On the Eleventh Cause of Action, for recovery of civil penalties permitted by  
21 Labor Code section 2699(f)(2), for failing to timely pay all wages and all final wages due  
22 pursuant to Labor Code sections 201-204;

23 r. On the Eleventh Cause of Action, for recovery of civil penalties permitted by  
24 Labor Code section 2699(f)(2), for failing to pay statutory waiting time penalties due pursuant  
25 to Labor Code section 203;

26 s. For Pre-Judgment and Post-Judgment interest, to the extent permitted by law as  
27 to any restitution recovery;

28 t. For Attorneys’ fees and costs of suit, including expert fees and fees pursuant to

California Labor Code sections 218.5, 1194, and/or Code of Civil Procedure section 1021.5 on a public benefit theory; and all other applicable state laws;

u. For injunctive relief; and

v. Such other legal equitable relief as this Court deems necessary, just, equitable and proper.

**COHELAN KHOURY & SINGER  
LAW OFFICES OF SAHAG MAJARIAN II**

Dated: September 7, 2021

By: \_\_\_\_\_

Michael D. Singer

J. Jason Hill

Counsel for Plaintiff GABRIELA CHAVEZ, on behalf of herself and other similarly-situated employees

**VIII.**

**DEMAND FOR JURY TRIAL**

Plaintiff demands a jury trial of all claims triable as of right by jury.

**COHELAN KHOURY & SINGER  
LAW OFFICES OF SAHAG MAJARIAN II**

Dated: September 7, 2021

By: \_\_\_\_\_

Michael D. Singer

J. Jason Hill

Counsel for Plaintiff GABRIELA CHAVEZ, on behalf of herself and other similarly-situated employees

# **EXHIBIT 1**

# COHELAN KHOURY & SINGER

A PARTNERSHIP OF PROFESSIONAL LAW CORPORATIONS

TIMOTHY D. COHELAN, APLC\*  
ISAM C. KHOURY, APC  
DIANA M. KHOURY, APC  
MICHAEL D. SINGER, APLC•

(\*Also admitted in the District of Columbia)  
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JEFF GERACI  
J. JASON HILL†  
KRISTINA DE LA ROSA  
ROSEMARY C. KHOURY

(† Also admitted in Illinois)

July 1, 2021

## NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO CALIFORNIA LABOR CODE SECTIONS 2698, *et seq.*

### **NOTICE VIA ONLINE SUBMISSION**

California Labor and Workforce Development Agency

<https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

### **Via Certified U.S. Mail with Return Receipt**

Scheid Vineyards Inc.  
305 Hilltown Road  
Salinas, CA 93908

Scheid Vineyards California Inc.  
305 Hilltown Road  
Salinas, CA 93908

Scheid Vineyards Inc.  
c/o Scott D. Scheid  
Agent for Service of Process  
305 Hilltown Road  
Salinas, CA 93908

Scheid Vineyards California Inc.  
c/o Scott D. Scheid  
Agent for Service of Process  
305 Hilltown Road  
Salinas, CA 93908

Re: Notice by Gabriela Chavez, on behalf of herself and all other aggrieved employees of Scheid Vineyards Inc. and Scheid Vineyards California Inc., as an individual and as a proposed Representative of the State of California

Dear PAGA Administrator:

Gabriela Chavez ("Claimant") intends to bring a Private Attorneys General Act ("PAGA") action against Scheid Vineyards Inc. and Scheid Vineyards California Inc. ("Employers") on behalf of all other aggrieved employees. In this notice, "aggrieved employees" means all non-exempt California employees subject to the policies and practices described below, including, but not limited to, field workers and pickers.

### **Factual Statement**

Claimant worked as a field worker/picker for Employers in Greenfield, California from approximately 2005 through February 2020.

Employers did not provide a system for Claimant and aggrieved employees to clock in and out for work and meal periods and thus did not pay these employees for all time worked or under Employers' control. Rather, another employee would mark down Claimant's and aggrieved employees' alleged hours worked in a notebook. Meal periods were not recorded. Further, Employers required Claimant and aggrieved employees to arrive five minutes before their shift start time to walk across Employers' property to a location where they would do

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Scheid Vineyards Inc.  
Scheid Vineyards California Inc.  
Re: Gabriela Chavez  
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mandatory exercises, but did not compensate these employees for this time. If Claimant and aggrieved employees were not ready for roll call exactly at their shift start time, they would be reprimanded or written up.

Employers maintained a common policy and practice of failing to properly calculate and pay Claimant's and aggrieved employees' wages. Often, the wages paid were not a correct calculation of the listed hours worked multiplied by the listed rate of pay and were short by some amount.

Employers did not pay Claimant and aggrieved employees overtime wages for hours that are considered overtime for agricultural workers by the State of California. Employers should have paid aggrieved employees overtime wages at one and one-half times their regular rate for hours worked over 9 per day or 50 per week in 2020, and over 8.5 per day or 45 per week in 2021, but did not.

Employers subjected Claimant and all aggrieved employees to policies and practices which failed to provide compliant meal periods. Claimant and other aggrieved employees were not provided an opportunity for each shift to take off-duty, timely, uninterrupted meal periods lasting at least 30 minutes. Instead, meal periods were typically short (less than 30 minutes), missed entirely, or late (after the 5th or 10th hour of work, as applicable). Claimant and aggrieved employees were required to walk from the fields in which they worked to a designated meal break location before they could begin their meal period and had to return to the field by the time 30 minutes had elapsed. Therefore, meal periods that were provided were typically short by several minutes. Further, meal periods were routinely provided late—that is, after the end of the fifth hour of work. For instance, when Claimant and aggrieved employees began work at 6:00 a.m., they were provided a meal period around 11:30 a.m. or 12:00 p.m. and when they began work at 7:00 a.m., they were provided a meal period around 12:30 p.m. Additionally, Claimant and aggrieved employees were not provided the opportunity to take second meal periods when they worked over ten hours in a shift. Meal periods were not recorded by Employers.

Employers subjected Claimant and all aggrieved employees to policies and practices which failed to provide compliant rest periods. Claimant and other aggrieved employees were not provided compliant off-duty, timely, and uninterrupted rest periods lasting at least 10 minutes. Claimant and aggrieved employees were entitled to a first 10-minute rest break for shifts from three and one-half to six hours, a second such rest break for shifts of more than six hours up to ten hours, and a third such rest break for shifts over 10 hours. Employers paid Claimant and aggrieved employees for rest periods separately from their hourly earnings. Because of this, Employers did not include employees' first two rest periods in their time worked to determine when to provide a third rest period, and these third rest periods were not provided until after the employee had been working for 10 hours plus the time spent on their two prior rest periods.

Employers failed to pay Claimant and aggrieved employees one hour of pay at these employees' regular rate for each shift in which a compliant meal or rest period was not provided.

Employers failed to provide accurate, itemized wage statements to Claimant and other aggrieved employees. The paystubs provided did not contain all information required by Labor Code section 226(a). The correct name of the Employers are Scheid Vineyards Inc. and Scheid Vineyards California Inc., but the wage statements identified the Employers as Scheid Vineyard, Inc. The exclusion of the 's' from Vineyards causes the name to be incorrect. Indeed, a search of Scheid Vineyard, Inc. on the California secretary of state website as written on the wage statement does not generate any results. Accordingly, Employers failed to include the correct name of the Employers of Claimant and other aggrieved employees on the wage statements. Additionally, because Employers failed to pay all minimum, regular, and overtime wages, and all meal and rest period premium wages, these wage statements failed to accurately set forth the total gross wages earned, net wages earned, total hours worked, and all applicable hourly rates and the total number of hours worked at each rate.

Employers failed to maintain records showing the hours worked by Claimant and other aggrieved employees and the start and end times of their work and meal periods.

Employers further failed to pay Claimant and other aggrieved employees all earned wages, including all minimum, regular, and overtime wages, upon termination of employment. Employers also did not pay a day's wages for every day final pay was not paid through the date final wages were paid.

Claimant further alleges, based on personal experience and observations, that the violations of the Labor Code described herein were suffered by other aggrieved employees of Employers.

Summarizing the claims on behalf of Ms. Chavez and all other aggrieved employees of Employers, Employers failed to:

1. Pay minimum, regular, and overtime wages;
2. Provide meal periods;
3. Authorize and permit rest periods;
4. Provide accurate, itemized wage statements;
5. Maintain accurate records;
6. Timely pay all wages owed during and upon separation from employment.

**Minimum, Regular, and Overtime Wages**  
**Labor Code §§ 218.5, 1194, 1197, 1197.1, 1198, 510, and 860**

Employers must pay agricultural workers at least minimum wages for all hours worked or subject to the employer's control, Labor Code §§ 1194, 1197, and overtime wages for hours worked over a certain number as prescribed to California law. Labor Code §§ 510, 860. Agricultural workers of employers with more than then 25 employees must be paid overtime

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compensation for hours worked over 9 in one day or 50 in one week in 2020, over 8.5 in one day or 45 in one week in 2021, and over 8 in one day or 40 in one week by 2022. Labor Code § 860.

Employers failed to pay all minimum, regular, and overtime wages to Claimant and other aggrieved employees. Employers did not pay any wages for time worked or subject to Employers' control before and after shifts and during meal periods. Employers miscalculated and underpaid wages. And, Employers failed to pay overtime wages as required by the California Labor code for agricultural workers.

### **Meal and Rest Periods and Premium Wages** **Labor Code §§ 512, 226.7, and 1198**

Employers must provide employees a 30-minute, uninterrupted meal period after no more than five hours of work and a second such meal period after no more than 10 hours work. Labor Code § 512; *Brinker Restaurant Corp. v. Superior Court*, 53 Cal. 4th 1004, 1049 (2012). If meal breaks are missed, late, short, or interrupted, the employer is liable for an hour of pay at the employee's regular rate ("premium wages"). Labor Code § 226.7. Likewise, employers must authorize and permit a 10-minute, uninterrupted rest period for every 4 hours, or major fraction thereof, that an employee works; if the rest period is too short, interrupted, or not authorized and permitted, the employer is liable for an hour of pay at the employee's regular rate ("premium wages"). Labor Code § 226.7.

Because of Employers' policies and practices, Claimant and other aggrieved employees did not receive compliant meal and rest periods, including second meal periods and third rest periods where applicable. Premium wages were not paid for non-compliant breaks.

### **Wage Statements** **Labor Code § 226**

California employers are required to provide itemized wage statements showing, among other things, "gross wages earned," "total hours worked by the employee," "net wages earned," and "all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee." Labor Code §§ 226(a)(1), (2), (5), (9).

Employers did not provide accurate itemized wage statements containing all required categories of information to Claimant and other aggrieved employees. Wage statements issued did not show the correct name of the legal entity that are the Employers, nor the correct total hours worked, gross and net wages earned, and all applicable hourly rates and the number of hours worked at each rate.

### **Maintain Accurate Records** **Labor Code §§ 1174 and 1198**

An employer must maintain payroll records showing hours worked daily by, and wages paid to, its employees, in accordance with rules established by the Industrial Welfare

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Commission. Labor Code §1174. An employer must also maintain time records showing when each work period, and meal period, begins and ends. IWC Wage Order(s), § 7.

Employers did not accurately record the start and end times of Claimant's and other aggrieved employees' shifts and meal periods, nor their hours worked daily.

**Wages Due During Employment and Upon Separation**  
**Labor Code §§ 201-204**

An employer must pay "[a]ll wages, other than those mentioned in Section 201, 201.3, 202, 204.1, or 204.2... twice during each calendar month, on days designated in advance by the employer as the regular paydays." Labor § 204.

An employer must pay all wages due to involuntarily terminated employees at the time of termination, or within 72 hours to employees voluntarily terminating. Labor Code §§ 201-202. If an employer willfully fails to timely pay all final wages, the wages continue at the same rate for up to 30 days, until paid. Labor Code § 203.

As a result of its failure to pay all wages earned, as described above, Employers failed to pay all final wages due to Claimant and other aggrieved employees and violated Sections 201-204.

**Conclusion**

Claimant requests the Labor and Workforce Development Agency ("LWDA") initiate enforcement for the violations described above against Employers. If the LWDA does not pursue enforcement, Claimant will pursue claims for statutory penalties and seek all remedies available for Employers' violations of the Labor Code and applicable Industrial Welfare Commission Wage Order(s), including all available penalties set forth in Labor Code section 2699(f).

Very truly yours,  
COHELAN KHOURY & SINGER

A handwritten signature in blue ink, appearing to read 'J. Hill', with a stylized flourish extending from the bottom right.

J. Jason Hill, Esq.

cc (via email only):  
Majarian Law Group, APC  
Sahag Majarian, Esq.  
[sahagii@aol.com](mailto:sahagii@aol.com)  
Garen Majarian, Esq.  
[garen@majarianlawgroup.com](mailto:garen@majarianlawgroup.com)