

ELECTRONICALLY
FILED

11/15/2021 5:21 PM

SAN LUIS OBISPO SUPERIOR COURT
BY: C. M. Kastner
C. M. Kastner, Deputy Clerk

1 RUBEN ESCOBEDO (SBN 277866)
2 WORKWORLD LAW CORP.
3 A Professional Corporation
4 731 S. Lincoln Street
5 Santa Maria, CA 93458
6 Telephone: (805) 335-2476
7 Facsimile: (805) 892-6213
8 Email: ruben@workworldlaw.com

6 Attorney for VERONICA SANTA CRUZ and MARIA GARCIA MARTINEZ,
as Private Attorney General

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF SAN LUIS OBISPO**

11 STATE OF CALIFORNIA ex rel.
12 VERONICA SANTA CRUZ and MARIA
13 GARCIA MARTINEZ, as Private
Attorneys General,

14 Plaintiff,

15 v.

16 DWL ENTERPRISES LLC; DANIELS
17 WOOD LAND INC.; RONALD
LELAND DANIELS; JOHNATHAN
EDWARDS DANIELS; AMY
18 DANIELS; ROSEMARY DANIELS; and
DOES 1-25,

19 Defendants.
20
21

Case No. 21CVP-0292

Assigned for All Purposes to:

**COMPLAINT FOR CIVIL PENALTIES
UNDER THE PRIVATE ATTORNEYS
GENERAL ACT OF 2004**

Trial Date: None

Complaint filed:

22 COMES NOW Plaintiff STATE OF CALIFORNIA ex rel. VERONICA SANTA CRUZ
23 SANTA CRUZ and MARCIA GARCIA MARTINEZ as Private Attorneys General (collectively
24 “Employees” or “Plaintiff”), who asserts claims against DWL ENTERPRISES LLC, DANIELS
25 WOOD LAND INC., RONALD LELAND DANIELS, JOHNATHAN EDWARDS DANIELS,
26 AMY DANIELS, ROSEMARY DANIELS. and DOES 1-25, inclusive (collectively “Defendants”
27 or “Employer”) as follows:
28

1 **INTRODUCTION**

2 1. Plaintiff brings this action under the Labor Code Private Attorneys General Act of
3 2004 (“PAGA”), Labor Code sections 2698, *et seq.*, on behalf of themselves, approximately 2,000
4 exempt and non-exempt similarly situated current and former aggrieved employees employed by
5 DWL Enterprises between August 30, 2020, through the resolution of this action (“Statutory
6 Period”), and the People of the State of California (hereinafter collectively “Employees”).

7 2. PAGA, specifically Section 2699, subdivision (a) of the California Labor Code,
8 permits an aggrieved employee to recover civil penalties set forth within the California Labor
9 Code for violations of the California Labor Code. In addition, Section 2699(f) establishes civil
10 penalties for violations of California Labor Code provisions that do not contain their own civil
11 penalties. Employees bring this civil action to recover civil penalties for the violations identified
12 below, including civil penalties pursuant to Section 2699, subdivision (f) as well as those civil
13 penalties specifically set forth within the text of the California Labor Code. Those civil penalties
14 are sought for violations committed against Employees of Employers.

15 3. Plaintiff has exhausted or will exhaust all applicable administrative procedures
16 with the California Labor and Workforce Development Agency (“LWDA”) providing notice of his
17 intent to bring a private attorneys general action for recovery of penalties under the PAGA. To the
18 extent any violations were curable, Employer failed to cure within the time prescribed by law.

19 **JURISDICTION AND VENUE**

20 4. This Court has jurisdiction over this action pursuant to the California Constitution,
21 Article VI, §10.

22 5. Venue is proper in this Court because this action arises from work performed in
23 San Luis Obispo County.

24 **PARTIES**

25 6. For all times relevant herein, VERONICA SANTA CRUZ and MARIA GARCIA
26 MARTINEZ were adults individually residing in the State of California. VERONICA SANTA
27 CRUZ and MARIA GARCIA MARTINEZ are not suing in their individual capacity; they are
28

1 proceeding herein solely under the PAGA, on behalf of the State of California for all aggrieved
2 employees, including themselves and other aggrieved employees.

3 7. For all times relevant herein, Plaintiff is informed and believes, and on that basis
4 alleges, that Defendant DWL ENTERPRISES LLC was and is a business entity with its principal
5 place of business in California.

6 8. For all times relevant herein, Plaintiff is informed and believes, and on that basis
7 alleges, that Defendant DANIELS WOOD LAND INC. was and is a business entity with its
8 principal place of business in California.

9 9. For all times relevant herein, Plaintiff is informed and believes, and on that basis
10 alleges, that Defendant RONALD LELAND DANIELS was and is an individual residing in
11 California.

12 10. For all times relevant herein, Plaintiff is informed and believes, and on that basis
13 alleges, that Defendant JOHNATHAN EDWARDS DANIELS was and is an individual residing
14 in California.

15 11. For all times relevant herein, Plaintiff is informed and believes, and on that basis
16 alleges, that Defendant AMY DANIELS was and is an individual residing in California.

17 12. For all times relevant herein, Plaintiff is informed and believes, and on that basis
18 alleges, that Defendant ROSEMARY DANIELS was and is an individual residing in California.

19 13. Whenever in this Complaint reference is made to any act, deed, or conduct of
20 Defendants, the allegation means that Defendants engaged in the act, deed, or conduct by or
21 through one or more of its agents, employees, or representatives, who was actively engaged in the
22 management, direction, control, or transaction of the business and affairs of Defendants.

23 14. Plaintiff is ignorant of the true names and capacities, whether individual, corporate,
24 associate, or otherwise, of the defendants sued herein as Does 1 through 25, inclusive, and
25 therefore sues said defendants (the "Doe Defendants") by such fictitious names. Plaintiff will
26 amend this Complaint to insert the true names and capacities of the Doe Defendants at such time
27 as the identities of the Doe Defendants are ascertained.

28

15. Plaintiff is informed and believes, and based thereon alleges, that the Doe Defendants are the partners, agents, or principals and co-conspirators of Defendants, and of each other; that Defendants and the Doe Defendants performed the acts and conduct herein alleged directly, aided and abetted the performance thereof, or knowingly acquiesced in, ratified, and accepted the benefits of such acts and conduct, and therefore each of the Doe Defendants is liable to the extent of the liability of Defendants as alleged herein.

16. Plaintiff is further informed and believe, and thereon allege, that at all times herein material, each Defendant was completely dominated and controlled by its co-Defendant(s) and each was the alter ego of the other. Whenever and wherever reference is made in this Complaint to any conduct by Defendants, or any of them, such allegations and references shall also be deemed to mean the conduct of each of the Defendants, acting individually, jointly, and severally. Whenever and wherever reference is made to individuals who are not named as defendants in this Complaint, but were employees and/or agents of Defendants, such individuals at all relevant times acted on behalf of Defendants named in this Complaint within the scope of their respective employment or agency with Defendants.

FIRST COUNT

Failure to Pay for Hours Worked During Meal Periods

(By Plaintiff against All Defendants)

17. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

18. Section 1197 provides that “[t]he minimum wage for employees fixed by the commission or by any applicable state or local law, is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” “[O]n and after January 1, 2016, the minimum wage for all industries shall be not less than ten dollars (\$10) per hour.” Cal. Lab. Code, § 1182.12, subd. (a). “[T]he minimum wage for all industries shall not be less than the amounts set forth in this subdivision (1) For any employer who employs 26 or more employees, the minimum wage shall be as follows: (A) From January 1, 2017, to December 31, 2017, inclusive,—ten dollars and fifty cents (\$10.50) per hour. (B) From January 1, 2018, to

1 December 31, 2018, inclusive,—eleven dollars (\$11) per hour. (C) From January 1, 2019, to
2 December 31, 2019, inclusive,—twelve dollars (\$12) per hour. (D) From January 1, 2020, to
3 December 31, 2020, inclusive,—thirteen dollars (\$13) per hour.” Cal. Lab. Code, § 1182.12,
4 subd. (b). “The maximum hours of work and the standard conditions of labor fixed by the
5 commission shall be the maximum hours of work and the standard conditions of labor for
6 employees. The employment of any employee for longer hours than those fixed by the order or
7 under conditions of labor prohibited by the order is unlawful.” Cal. Lab. Code, § 1198.

8 19. Originally, DWL Enterprises did not require Employees to remain on its premises
9 during breaks. But DWL Enterprises made the decision during the Statutory Period that it would
10 be more efficient to keep Employees on site during their breaks. During the Statutory Period,
11 DWL Enterprises required Employees as a general rule to remain on its premises during meal rest
12 breaks. DWL Enterprises had an illegal policy and practice of prohibiting Employees from
13 leaving its premises during breaks and/or requiring Employees to obtain special permission before
14 leaving the premises during their breaks, creating a de facto rule and employer expectation that
15 Employees would remain on the premises and be available to work during such breaks, or else be
16 subject to disciplinary action.

17 20. DWL Enterprises paid zero dollars to Employees for hours worked during their
18 meal periods. These uncounted hours were also beyond the 8-hour daily threshold for Employees,
19 and DWL Enterprises failed to pay overtime premium wages for such hours.

20 **SECOND COUNT**

21 **Failure to Provide Compliant Meal and Rest Periods**

22 **(By Plaintiff against All Defendants)**

23 21. Plaintiff incorporates by reference and realleges each and every allegation
24 contained above, as though fully set forth herein.

25 22. “An employer may not employ an employee for a work period of more than five
26 hours per day without providing the employee with a meal period of not less than 30 minutes,
27 except that if the total work period per day of the employee is no more than six hours, the meal
28 period may be waived by mutual consent of both the employer and employee. An employer may

1 not employ an employee for a work period of more than 10 hours per day without providing the
2 employee with a second meal period of not less than 30 minutes, except that if the total hours
3 worked is no more than 12 hours, the second meal period may be waived by mutual consent of the
4 employer and the employee only if the first meal period was not waived.” Cal. Lab. Code, § 512,
5 subd. (a). Pursuant to Labor Code sections 226.7 and 512, and the applicable Wage Order, duty-
6 free meal periods of no less than thirty (30) minutes are required for all non-exempt employees
7 who work at least five (5) hours in a work period per day. The employee must be free to leave the
8 employer’s premises. An employer may not employ an employee for a work period of more than
9 10 hours per day without providing the employee with a second meal period of not less than 30
10 minutes. Time records of meal periods must be kept. Meal periods must be paid when the
11 employee is not relieved of all duties or free to leave the premises. An employer who fails to
12 provide a duty-free meal period must pay the employee an additional one (1) hour regular pay for
13 each day in which a duty-free meal period is not provided.

14 23. Pursuant to the applicable Industrial Welfare Commission Wage Order, employers
15 must provide non-exempt employees a ten (10) minute duty-free rest period for every four (4)
16 hours worked or major fraction thereof. Duty-free rest periods must be paid. An employer who
17 fails to provide a duty-free rest period must pay the employee an additional one (1) hour of regular
18 pay for each day in which a duty-free rest period is not provided. Cal. Lab. Code, § 226.7, subd.
19 (c).

20 24. During the Statutory Period, DWL Enterprises required Employees as a general
21 rule to remain on its premises during meal and rest breaks. Employer had an illegal policy and
22 practice of prohibiting Employees from leaving its premises during breaks and/or requiring
23 Employees to obtain special permission before leaving the premises during their breaks, creating a
24 de facto rule and employer expectation that Employees would remain on the premises and be
25 available to work during such breaks, or else be subject to disciplinary action. DWL Enterprises
26 also failed to pay an additional hour of pay at Employees’ regular rate of compensation for these
27 violations.

28

1 **THIRD COUNT**

2 **Inaccurate Wage Statements**

3 **(By Plaintiff against All Defendants)**

4 25. Plaintiff incorporates by reference and realleges each and every allegation
5 contained above, as though fully set forth herein.

6 26. Employees incorporate the preceding sections herein. "Every employer shall,
7 semimonthly or at the time of each payment of wages, furnish each of his or her employees, either
8 as a detachable part of the check, draft, or voucher paying the employee s wages, or separately
9 when wages are paid by personal check or cash, an accurate itemized statement in writing showing
10 (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose
11 compensation is solely based on a salary and who is exempt from payment of overtime under
12 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3)
13 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
14 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
15 employee may be aggregated and shown as one item, (5) net wages earned, ... (7) the name of the
16 employee and only the last four digits of his or her social security number or an employee
17 identification number other than a social security number, ..., and (9) all applicable hourly rates in
18 effect during the pay period and the corresponding number of hours worked at each hourly rate by
19 the employee and, beginning July 1, 2013, if the employer is a temporary services employer as
20 defined in Section 201.3, the rate of pay and the total hours worked for each temporary services
21 assignment." Cal. Lab. Code, § 226, subd. (a).

22 27. Throughout Employees' employment, DWL Enterprises failed to furnish
23 Employees with accurate itemized statements at the time of each payment of wages showing the
24 correct gross wages earned, correct total hours worked, correct net wages earned, and the
25 corresponding correct number of hours worked at each applicable hourly rate. Rather than
26 providing statements of actual time worked and a correct payment of wages based thereon, DWL
27 Enterprises failed to capture and pay Employees for all also worked including hours worked
28

1 during meal periods, and also failed to capture and pay premium pay for missed meal and rest
2 periods.

3 28. Consequently, DWL Enterprises failed to provide Employees accurate itemized
4 wages statements as required by Section 226.

5 **FOURTH COUNT**

6 **Untimely Payment of Wages**

7 **(By Plaintiff against All Defendants)**

8 29. Plaintiff incorporates by reference and realleges each and every allegation
9 contained above, as though fully set forth herein.

10 30. Generally, “[a]ll wages, other than those mentioned in Section 201, 201.3, 202,
11 204.1, or 204.2, earned by any person in any employment are due and payable twice during each
12 calendar month, on days designated in advance by the employer as the regular paydays. Labor
13 performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for
14 between the 16th and the 26th day of the month during which the labor was performed, and labor
15 performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for
16 between the 1st and 10th day of the following month.” Cal. Lab. Code, § 204, subd. (a).

17 31. Generally, “[l]abor performed by a weekly-paid employee during any calendar
18 week and prior to or on the regular payday shall be paid for not later than the regular payday of the
19 employer for such weekly-paid employee falling during the following calendar week. Labor
20 performed by a weekly-paid employee during any calendar week and subsequent to the regular
21 payday shall be paid for not later than seven days after the regular payday of the employer for such
22 weekly-paid employee falling during the following calendar week.” Cal. Lab. Code, § 204b.

23 32. Rather than timely paying Employees all wages due within the periods set forth
24 above, throughout Employees’ employment, DWL Enterprises failed to timely pay Employees for
25 all hours worked and all premium wages.

26 ///

27 ///

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIFTH COUNT

Failure to Pay Wages at Termination

(By Plaintiff against All Defendants)

33. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

34. “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” Cal. Lab. Code, § 201, subd. (a). “If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.” Cal. Lab. Code, § 203, subd. (a).

35. Throughout Employees’ employment, DWL Enterprises failed to pay Employees at least minimum wage, overtime, and all premium wages for all time worked. These wages were owed and due to those Employees who were terminated at the time of their termination or within 72 hours of resignation. DWL Enterprises did not provide these payments to Employees at the time of termination or within a sufficient time of resignation as required by law.

36. DWL Enterprises’ failure to timely pay these wages at the time of termination, and failure to pay Employees’ continued wages for the 30-day period thereafter, constitutes a violation of Sections 201 and 203.

SIXTH COUNT

Failure to Provide Adequate Access to Toilets

(By Plaintiff against All Defendants)

37. Plaintiff incorporates by reference and realleges each and every allegation contained above, as though fully set forth herein.

1 38. “Every factory, workshop, mercantile or other establishment in which one or more
2 persons are employed, shall be kept clean and free from the effluvia arising from any drain or
3 other nuisance, and shall be provided, within reasonable access, with a sufficient number of toilet
4 facilities for the use of the employees. When there are five or more employees who are not all of
5 the same gender, a sufficient number of separate toilet facilities shall be provided for the use of
6 each sex, which shall be plainly so designated.” Cal. Lab. Code 2350.

7 39. “All employers shall comply with standards relating to sanitary facilities adopted
8 by the Occupational Safety and Health Standards Board pursuant to Chapter 6 (commencing with
9 Section 140) of Division 1.” Cal. Lab. Code, § 2260. “Toilet facilities shall be kept clean,
10 maintained in good working order and be accessible to the employees at all times.” Cal. Code
11 Regs., tit. 8, § 3364, subd. (b) (“Sanitary Facilities”), adopted per Lab. Code, § 142.3.

12 40. Separate toilet facilities shall be provided for each sex according to the following
13 table:

	<i>Minimum Number of</i>
<i>Number of Employees</i>	<i>Water Closets*</i>
1 to 15	1
16 to 35	2
36 to 55	3
56 to 80	4
81 to 110	5
111 to 150	6
over 150	1 additional for each additional 40 employees or fraction hereof

1 See Cal. Code Regs., tit. 8, § 3364, subd. (a) (“Sanitary Facilities”), adopted per Lab. Code, §
2 142.3. Employees’ right to compliant toilet breaks is separate and independent from their right
3 to meal and rest breaks.

4 41. Throughout the Statutory Period, DWL Enterprises failed to provide Employees
5 access to a sufficient number of toilets at all times needed. DWL Enterprises discouraged
6 Employees from using the restroom as needed and failed to provide a sufficient number of toilets,
7 causing excessive lines and wait times to use the facilities. DWL Enterprises had approximately
8 over one hundred Employees working at any given time with only two restrooms for women and
9 two restrooms for men, and several of the toilets within the restrooms were intentionally blocked
10 by the company, out of order, or otherwise could not be used. DWL Enterprises did not provide a
11 “sufficient number of toilet facilities for the use of the” Employees (Lab. Code, § 2350) or the
12 number of toilets required by regulation (Cal. Code Regs., tit. 8, § 3364, subd. (a)).

13 42. DWL Enterprises required permission to use the restroom and regularly there was
14 no one available to give permission to use the restroom, or if Employees did obtain permission
15 there was no restroom available due to the undersupply of toilets. Employees were regularly
16 unable to use the restroom as needed.

17 **SEVENTH COUNT**

18 **Failure to Provide Fresh and Pure Water**

19 **(By Plaintiff against All Defendants)**

20 43. Plaintiff incorporates by reference and realleges each and every allegation
21 contained above, as though fully set forth herein.

22 44. “Every employer of labor in this state shall, without making a charge therefor,
23 provide fresh and pure drinking water to his or her employees during working hours. Access to
24 the drinking water shall be permitted at reasonable and convenient times and places.” Cal. Lab.
25 Code, § 2441. Employees’ right to compliant water breaks is separate and independent from their
26 right to meal and rest breaks.

1 45. During the Statutory Period, DWL Enterprises discontinued providing bottled
2 water, and replaced this practice with a water dispenser(s). The water provided was neither fresh
3 nor pure. DWL Enterprises used water from the restroom sinks to provide to its Employees.

4 **EIGHTH COUNT**

5 **Failure to Provide Suitable Rest Facilities**

6 **(By Plaintiff against All Defendants)**

7 46. Plaintiff incorporates by reference and realleges each and every allegation
8 contained above, as though fully set forth herein.

9 47. “The maximum hours of work and the standard conditions of labor fixed by the
10 commission shall be the maximum hours of work and the standard conditions of labor for
11 employees. The employment of any employee for longer hours than those fixed by the order or
12 under conditions of labor prohibited by the order is unlawful.” Cal. Lab. Code, § 1198. Pursuant
13 to the applicable Wage Order, suitable resting facilities shall be provided in an area separate from
14 the toilet rooms and shall be available to employees during work hours.

15 48. Throughout the Statutory Period, DWL Enterprises failed to provide suitable
16 resting facilities in an area separate from the restrooms and failed to make such areas available to
17 Employees during work hours. Employees sat and ate on the floor.

18 **NINTH COUNT**

19 **Failure to Provide Suitable Seating**

20 **(By Plaintiff against All Defendants)**

21 49. Plaintiff incorporates by reference and realleges each and every allegation
22 contained above, as though fully set forth herein.

23 50. “The maximum hours of work and the standard conditions of labor fixed by the
24 commission shall be the maximum hours of work and the standard conditions of labor for
25 employees. The employment of any employee for longer hours than those fixed by the order or
26 under conditions of labor prohibited by the order is unlawful.” Cal. Lab. Code, § 1198. Pursuant
27 to the applicable Wage Order, when employees are not engaged in the active duties of their
28 employment and the nature of the work requires standing, an adequate number of suitable seats

1 shall be placed in reasonable proximity to the work area and employees shall be permitted to use
2 such seats when it does not interfere with the performance of their duties.

3 51. Throughout the Statutory Period, when Employees were not engaged in the active
4 duties of their employment, the nature of which requires standing, DWL Enterprises failed to place
5 an adequate number or any number of suitable seats in reasonable proximity to Employees' work
6 area. DWL Enterprises failed to permit Employees to use such seats even though use of such seats
7 did not interfere with the performance of their duties. DWL Enterprises also objected to
8 Employees bringing their own chairs, although some did so, nonetheless.

9 **TENTH COUNT**

10 **Failure to Maintain Comfortable Temperature**

11 **(By Plaintiff against All Defendants)**

12 52. Plaintiff incorporates by reference and realleges each and every allegation
13 contained above, as though fully set forth herein.

14 53. "The maximum hours of work and the standard conditions of labor fixed by the
15 commission shall be the maximum hours of work and the standard conditions of labor for
16 employees. The employment of any employee for longer hours than those fixed by the order or
17 under conditions of labor prohibited by the order is unlawful." Cal. Lab. Code, § 1198. Pursuant
18 to the applicable Wage Order, the temperature maintained in each work area shall provide
19 reasonable comfort consistent with industry-wide standards for the nature of the process and the
20 work performed. A temperature of not less than 68° shall be maintained in the toilet rooms,
21 resting rooms, and change rooms during hours of use.

22 54. Throughout the Statutory Period, DWL Enterprises failed to maintain a temperature
23 in Employees' work areas that provided reasonable comfort consistent with industry-wide
24 standards for the nature of the processes and the work performed. DWL Enterprises also failed to
25 provide heated restrooms, where the temperature regularly dropped below 68° F. Although the
26 Employees are informed and believe DWL Enterprises had the capacity to maintain a reasonably
27 comfortable temperature, DWL Enterprises purposefully chose not to run heating/air conditioning
28

1 equipment or otherwise did not set the equipment at the appropriate temperature to properly
2 condition the air in the workplace.

3 **PRAYER**

4 WHEREFORE, Plaintiff and Employees pray for judgment against Defendants, as follows:

- 5 1. For civil penalties pursuant to Labor Code sections 2698, *et seq.* in an amount to
6 be ascertained at trial exceeding \$25,000.
- 7 2. For reasonable costs and attorneys' fees; and
- 8 3. For such other and further relief as the Court deems proper.

9
10 DATED: November 2, 2021

WORKWORLD LAW CORP.
A Professional Corporation

11
12
13 

14 By: _____
RUBEN ESCOBEDO
15 Attorneys for VERONICA SANTA CRUZ
16 and MARIA GARCIA MARTINEZ, as
17 Private Attorneys General
18
19
20
21
22
23
24
25
26
27
28