

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)
Nicholas Rosenthal (State Bar No. 268297)
DIVERSITY LAW GROUP, P.C.
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile: (213) 488-6554

Attorneys for Plaintiff and the Aggrieved Employees

(Additional Plaintiff's Counsel on Next Page)

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

JUAN MARTIN CORONA, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

vs.

TAYLOR FARMS CALIFORNIA, INC., a
Delaware corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No.: 21CV004035

**REPRESENTATIVE ACTION COMPLAINT
FOR:**

**(1) VIOLATION OF LABOR CODE § 2698,
ET SEQ., THE PRIVATE ATTORNEYS
GENERAL ACT**

DEMAND OVER \$25,000

Edward W. Choi (State Bar No. 211334)
LAW OFFICES OF CHOI & ASSOCIATES
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
Telephone: (213) 381-1515
Facsimile: (213) 465-4885

B. James Fitzpatrick (State Bar No. 129056)
Laura L. Franklin (State Bar No. 282642)
FITZPATRICK & SWANSTON
555 S. Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

Attorneys for Plaintiff and the Aggrieved Employees

1 Plaintiff Juan Martin Corona (“Plaintiff”) hereby submits this Representative Action
2 Complaint (“Complaint”) against Defendant Taylor Farms California, Inc., and Does 1 through
3 50 (collectively, “Defendants”), on behalf of himself and all aggrieved employees of Defendants
4 for penalties pursuant to the Private Attorneys General Act, Labor Code § 2698, *et seq.*
5 (“PAGA”), premised on Defendants’ violations of the California Labor Code, as follows:

6 **INTRODUCTION**

7 1. This representative action is within the Court’s jurisdiction under California
8 Labor Code sections 201, 202, 203, 204, 226(a), 246, 510, 558, 1174, 1194, 1198, 1199, 2802,
9 and 2698, *et seq.*, the California Industrial Welfare Commission’s (“IWC”) Wage Orders.

10 2. This Complaint challenges systemic illegal employment practices resulting in
11 violations of the California Labor Code against employees of Defendants.

12 3. Plaintiff is informed and believes, and based thereon alleges, that Defendants
13 jointly and severally have acted intentionally and with deliberate indifference and conscious
14 disregard to the rights of all employees by: (a) failing to pay all earned wages, in violation of
15 Labor Code sections 510, 558, 1174, 1194, 1198 and 1199, and the applicable IWC Wage
16 Orders; (b) failing to pay overtime wages at the correct regular rate of pay that included all non-
17 discretionary remuneration, in violation of Labor Code sections 510, 558 and 1994; (c) failing to
18 pay employees sick pay at the correct regular rate of pay that included all non-discretionary
19 incentive wages, in violation of Labor Code sections 201, 202, 203 and 246; (d) failing to
20 provide accurate itemized wage statements, in violation of Labor Code section 226(a); and (e)
21 failing to reimburse employees for the costs associated with utilizing personal communication
22 devices for work-related purposes, in violation of Labor Code section 2802.

23 4. Plaintiff is informed and believes, and based thereon alleges, that Defendants
24 have engaged in, among other things a system of willful violations of the California Labor Code,
25 and applicable IWC Wage Orders, by creating and maintaining policies, practices, and customs
26 that knowingly deny employees the above-stated rights and benefits.

27 **JURISDICTION AND VENUE**

28 5. The Court has jurisdiction over the violations of the California Labor Code

sections 201, 202, 203, 204, 226(a), 246, 510, 558, 1174, 1194, 1198, 1199, 2802, and 2698, *et seq.*, and the applicable IWC Wage Orders.

6. Venue is proper in Monterey County because Defendant does business in this County and Plaintiff worked for Defendant in this County.

PARTIES

7. Plaintiff was employed by Defendant during the approximate period of April 14, 2014 to September 11, 2020. Throughout his employment, Plaintiff was an hourly, non-exempt employee.

8. Plaintiff was and is the victim of the policies, practices, and customs of Defendant complained of in this action in ways that have deprived him of the rights guaranteed by California Labor Code sections 201, 202, 203, 204, 226(a), 246, 510, 558, 1174, 1194, 1198, 1199, 2802, and 2698, *et seq.*

9. Plaintiff is informed and believes, and based thereon alleges, that Defendant Taylor Farms California, Inc. is a Delaware corporation, which maintains operations in the State of California and in the County of Monterey.

10. Plaintiff is informed and believes, and based thereon alleges, that at all times herein mentioned Defendant and Does 1 through 50, are and were corporations, business entities, individuals, and partnerships, licensed to do business and actually doing business in the State of California. As such, and based upon all the facts and circumstances incident to Defendants' business, Defendants are subject to California Labor Code sections 201, 202, 203, 204, 226(a), 246, 510, 558, 1174, 1194, 1198, 1199, 2802, and 2698, *et seq.*

11. Plaintiff does not know the true names or capacities, whether individual, partner or corporate, of the defendants sued herein as Does 1 through 50, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff prays for leave to amend this complaint when the true names and capacities are known. Plaintiff is informed and believes and based thereon alleges that each of said fictitious defendants was responsible in some way for the matters alleged herein and proximately caused Plaintiff, the Aggrieved Employees and members of the general public to be subject to the illegal employment practices, wrongs and injuries

1 complained of herein.

2 12. At all times herein mentioned, each of said Defendants participated in the doing
3 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
4 Defendants, and each of them, were the agents, servants and employees of each of the other
5 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were
6 acting within the course and scope of said agency and employment.

7 13. Plaintiff is informed and believes, and based thereon alleges, that at all times
8 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
9 joint venturer of, or working in concert with each of the other co-Defendants and was acting
10 within the course and scope of such agency, employment, joint venture, or concerted activity.
11 To the extent said acts, conduct, and omissions were perpetrated by certain Defendants, each of
12 the remaining Defendants confirmed and ratified said acts, conduct, and omissions of the acting
13 Defendants.

14 14. At all times herein mentioned, Defendants, and each of them, were members of,
15 and engaged in, a joint venture, partnership and common enterprise, and acting within the course
16 and scope of, and in pursuance of, said joint venture, partnership and common enterprise.

17 15. At all times herein mentioned, the acts and omissions of various Defendants, and
18 each of them, concurred and contributed to the various acts and omissions of each and all of the
19 other Defendants in proximately causing the injuries and damages as herein alleged. At all times
20 herein mentioned, Defendants, and each of them, ratified each and every act or omission
21 complained of herein. At all times herein mentioned, Defendants, and each of them, aided and
22 abetted the acts and omissions of each and all of the other Defendants in proximately causing the
23 damages as herein alleged.

24 **FIRST CAUSE OF ACTION**

25 **VIOLATION OF LABOR CODE § 2698, ET SEQ.**

26 **(BY PLAINTIFF AND AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS)**

27 16. Plaintiff re-alleges and incorporates by reference the preceding paragraphs as
28 though fully set forth herein.

1 17. Plaintiff brings this cause of action as a proxy for the State of California and in
2 this capacity, seeks penalties on behalf of all Aggrieved Employees in the State of California
3 from September 9, 2020 through the present for Defendant's violations of Labor Code §§ 201,
4 202, 203, 204, 226(a), 246, 510, 558, 1174, 1194, 1198, 1199, and 2802 arising from
5 Defendants' practice and policy of: (a) failing to pay all earned wages, in violation of Labor
6 Code sections 510, 558, 1174, 1194, 1198 and 1199, and the applicable IWC Wage Orders; (b)
7 failing to pay overtime wages at the correct regular rate of pay that included all non-discretionary
8 remuneration, in violation of Labor Code sections 510, 558 and 1994; (c) failing to pay
9 employees sick pay at the correct regular rate of pay that included all non-discretionary incentive
10 wages, in violation of Labor Code sections 201, 202, 203 and 246; (d) failing to provide accurate
11 itemized wage statements, in violation of Labor Code section 226(a); and (e) failing to reimburse
12 employees for the costs associated with utilizing personal communication devices for work-
13 related purposes, in violation of Labor Code section 2802.

14 18. Based on the above-stated Labor Code violations, Plaintiff is an "aggrieved
15 employee" as defined in Labor Code § 2699(a). As such, Plaintiff will bring this cause of action
16 on behalf of the State of California for violations committed against all similarly situated
17 Aggrieved Employees of Defendants.

18 19. On or about September 9, 2021, Plaintiff sent written notice to the California
19 Labor & Workforce Development Agency ("LWDA") of Defendants' violations of Labor Code
20 §§ 201, 202, 203, 204, 226(a), 246, 510, 558, 1174, 1194, 1198, 1199, and 2802, pursuant to the
21 PAGA. In addition to the LWDA, Plaintiff also sent his notice to Defendants via certified mail
22 pursuant to Labor Code § 2699.3.

23 20. As of the date of the filing of this Complaint, the LWDA has not responded to
24 Plaintiff's written notice nor indicated that it intends to investigate the Labor Code violations
25 provided for in the written notice.

26 21. As such, pursuant to Labor Code § 2699(a), Plaintiff seeks recovery of any and all
27 applicable civil penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 204,
28 226(a), 246, 510, 558, 1174, 1194, 1198, 1199, and 2802, for the time period described above, on

1 behalf of himself and other Aggrieved Employees.

2 **PRAYER FOR RELIEF**

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

5 1. Upon the First Cause of Action, for penalties pursuant to California Labor Code
6 §§ 226.3, 2698, *et seq.*, for costs and attorneys' fees; and

7 2. For such other and further relief the Court may deem just and proper.
8

9 DATED: December 30, 2021

DIVERSITY LAW GROUP, P.C.

10 By: 

Larry W. Lee

Kristen M. Agnew

Nicholas Rosenthal

11 Attorneys for Plaintiff and the Aggrieved
12 Employees
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