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11 other aggrieved employees

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

12 EDELMIRA IBARRA, individually and on
13 behalf of all other aggrieved employees,

14 Plaintiff,

15 vs.

16 CHUY & SONS LABOR, INC., a California
17 corporation; G.J. FARMS, INC., a California
18 corporation; INFINITE HERBS, LLC, a
19 Delaware limited liability company;
20 BABY ROOT FARMS, an unknown entity;
21 and DOES 1 through 50, inclusive,

22 Defendants.

VENTURA
SUPERIOR COURT
FILED

DEC 21 2021

BRENDA L. McCORMICK
Executive Officer and Clerk

By: IVONNE PEACOCK Deputy

CASE NO 56-2021-00561438-CU-OE-VTA

**COMPLAINT FOR VIOLATIONS OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, et seq.]

DEMAND FOR JURY TRIAL

By FAX

1 Plaintiff EDELMIRA IBARRA ("PLAINTIFF"), individually and on behalf of all other
2 aggrieved employees, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of herself and all other aggrieved
5 employees of defendants CHUY & SONS LABOR, INC. ("CHUY & SONS"), G.J. FARMS,
6 INC. ("G.J. FARMS"), INFINITE HERBS, LLC ("INFINITE HERBS"), BABY ROOT FARMS
7 ("BABY ROOT"), and DOES 1 through 50, inclusive (collectively, "DEFENDANTS"), in the
8 State of California during the relevant statutory period to recover penalties arising from
9 DEFENDANTS' failure to provide employees meal and rest periods (or compensation therefor),
10 failure to provide minimum and overtime wages for all hours worked, failure to timely pay wages
11 during employment, failure to pay wages due upon separation, failure to maintain required
12 records, failure to provide accurate itemized wage statements, and failure to indemnify employees
13 for necessary business expenditures and/or losses incurred in the discharge of their duties.

14 **JURISDICTION AND VENUE**

15 2. The Superior Court of the State of California has jurisdiction in this matter because
16 PLAINTIFF is a resident of the State of California, and DEFENDANTS are qualified to do
17 business in California and regularly conduct business in California. Further, no federal question is at
18 issue because the claims are based solely on California law.

19 3. Venue is proper in this judicial district and Ventura County, California because
20 DEFENDANTS maintain offices and facilities and transact business in Ventura County, and
21 DEFENDANTS' illegal policies and practices which are the subject of this action were applied, at
22 least in part, to PLAINTIFF and other aggrieved employees in Ventura County.

23 **THE PARTIES**

24 4. PLAINTIFF is a resident of the State of California. At times material to this
25 complaint, PLAINTIFF was employed by DEFENDANTS in the State of California. PLAINTIFF
26 worked for DEFENDANTS as a non-exempt employee from approximately January 2021 to July
27 2021.

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1 5. PLAINTIFF is informed and believes, and thereon alleges, that CHUY & SONS is,
2 and at all times relevant hereto was, a California corporation. PLAINTIFF is further informed
3 and believes, and thereon alleges, that CHUY & SONS is authorized to conduct business, and
4 does conduct business, in the State of California. Specifically, CHUY & SONS maintains offices
5 and facilities, conducts business, and engages in illegal policies and practices in Ventura County.

6 6. PLAINTIFF is informed and believes, and thereon alleges, that GJ FARMS is, and
7 at all times relevant hereto was, a California corporation. PLAINTIFF is further informed and
8 believes, and thereon alleges, that GJ FARMS is authorized to conduct business, and does conduct
9 business, in the State of California. Specifically, GJ FARMS maintains offices and facilities,
10 conducts business, and engages in illegal policies and practices in Ventura County.

11 7. PLAINTIFF is informed and believes, and thereon alleges, that INFINITE HERBS
12 is, and at all times relevant hereto was, a Delaware limited liability company. PLAINTIFF is
13 further informed and believes, and thereon alleges, that INFINITE HERBS is authorized to
14 conduct business, and does conduct business, in the State of California. Specifically, INFINITE
15 HERBS maintains offices and facilities, conducts business, and engages in illegal policies and
16 practices in Ventura County.

17 8. PLAINTIFF is informed and believes, and thereon alleges, that BABY ROOT is,
18 and at all times relevant hereto was, a business entity existing and operating in the State of
19 California, of form unknown. PLAINTIFF is further informed and believes, and thereon alleges,
20 that BABY ROOT is authorized to conduct business, and does conduct business, in the State of
21 California. Specifically, BABY ROOT maintains offices and facilities, conducts business, and
22 engages in illegal policies and practices in Ventura County.

23 9. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
24 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
25 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated
26 as a DOE is in some manner highly responsible for the occurrences alleged herein, and that
27 PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
28 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of Court

1 to amend this Complaint to allege their true names and capacities of such DOE defendants when
2 ascertained.

3 10. At all relevant times herein, DEFENDANTS were the joint employers of
4 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
5 alleges, that at all relevant times DEFENDANTS were the alter egos, divisions, affiliates,
6 integrated enterprises, joint employers, subsidiaries, parents, principals, related entities, co-
7 conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or ostensible,
8 of each other. Each defendant was completely dominated by his, her, or its co-defendant, and
9 each was the alter ego of the other.

10 11. At all relevant times, PLAINTIFF and other aggrieved employees were employed
11 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
12 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of
13 them, acted pursuant to, and in furtherance of, their policies and practices of not paying
14 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
15 schemes which include, but are not limited to, failing to provide meal periods; failing to authorize
16 and permit rest breaks; failing to pay minimum and overtime wages; failing to provide accurate
17 itemized statements; failing to maintain required records; and failing to compensate PLAINTIFF
18 and other aggrieved employees for necessary expenditures, in violation of the California Labor
19 Code and the applicable Industrial Welfare Commission ("IWC") Wage Order.

20 12. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
21 of the acts and omissions alleged herein were performed by, and/or attributable to, all
22 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
23 of each of the other defendants, and that said acts and failures to act were within the course and
24 scope of said agency, employment and/or direction and control.

25 13. As a direct and proximate result of DEFENDANTS' unlawful actions,
26 PLAINTIFF and other aggrieved employees are entitled to penalties in amounts as yet
27 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

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1 Wage Order, one (1) additional hour of compensation at each employee's regular rate of pay for
2 each workday that a meal period was not provided.

3 **Failure to Authorize and Permit Rest Periods**

4 **[Labor Code § 226.7; IWC Wage Order No. 14-2001 § 12]**

5 19. During the PENALTY PERIOD, DEFENDANTS had, and continue to have, a
6 policy and practice of failing to authorize and permit PLAINTIFF and other aggrieved employees
7 to take rest breaks as required by California Labor Code § 226.7 and IWC Wage Order No. 14-
8 2001 § 12. As a result of DEFENDANTS' policies and practices as alleged herein, PLAINTIFF
9 and other aggrieved employees regularly have been, and continue to be, denied the opportunity to
10 take full, uninterrupted, and timely rest periods as required under California Labor Code § 226.7
11 and IWC Wage Order No. 14-2001 § 12.

12 20. DEFENDANTS further violated, and continue to violate, California Labor Code §
13 226.7 and IWC Wage Order No. 14-2001 § 12 by failing to pay PLAINTIFF and other aggrieved
14 employees who were not provided a rest period, in accordance with the applicable Wage Order,
15 one (1) additional hour of compensation at each employee's regular rate of pay for each workday
16 that a rest period was not provided.

17 **Failure to Pay Minimum Wages**

18 **[Labor Code §§ 1194, 1197; IWC Wage Order No. 14-2001 § 4]**

19 21. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No.
20 14-2001 § 4, payment to an employee of less than the applicable minimum wage for all hours
21 worked in a payroll period is unlawful.

22 22. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
23 pay PLAINTIFF and other aggrieved employees minimum wages for all hours worked by, among
24 other things: requiring, suffering or permitting PLAINTIFF and other aggrieved employees to
25 work off the clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees
26 to work during meal periods without compensation; illegally and inaccurately recording time
27 worked by PLAINTIFF and other aggrieved employees; and other methods to be discovered.

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1 **Failure to Pay Overtime Wages**

2 **[Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 14-2001 § 3]**

3 23. Pursuant to California Labor Code §§ 510 and 1194 and IWC Wage Order No. 14-
4 2001 § 3, DEFENDANTS are required to compensate PLAINTIFF and other aggrieved
5 employees for all overtime at a rate of one and one-half (1 ½) times the regular rate of pay for all
6 hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the
7 first eight (8) hours on the seventh consecutive workday and at a rate of twice the regular rate of
8 pay for all hours worked in excess of twelve (12) hours in any workday and for all hours worked
9 in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

10 24. PLAINTIFF and other aggrieved employees are current and former non-exempt
11 employees entitled to the protections of California Labor Code §§ 510 and 1194 and IWC Wage
12 Order No. 14-2001. During the PENALTY PERIOD, DEFENDANTS failed, and continue to
13 fail, to compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as
14 required under the foregoing provisions of the California Labor Code and IWC Wage Order by,
15 among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular
16 rate of pay as provided by California Labor Code §§ 510 and 1194 and IWC Wage Order No. 14-
17 2001 § 3; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to work
18 off the clock; requiring, suffering or permitting PLAINTIFF and other aggrieved employees to
19 work during meal periods without compensation; illegally and inaccurately recording time
20 worked by PLAINTIFF and other aggrieved employees; and other methods to be discovered.

21 **Failure to Timely Pay Wages During Employment**

22 **[Labor Code §§ 201.3, 205]**

23 25. Pursuant to California Labor Code § 205, wages of workers employed by a farm
24 labor contractor shall be paid on payroll periods at least once every week on a business day
25 designated in advance by the farm labor contractor. Payment on such payday shall include all
26 wages earned up to and including the fourth day before such payday.

27 26. Pursuant to California Labor Code § 201.3, for all employees assigned to work for
28 DEFENDANTS by a temporary service employer, DEFENDANTS are required to pay such

1 employees no less frequently than weekly, regardless of when the employee's assignments with
2 DEFENDANTS end. California Labor Code § 201.3 also provides that for all of the
3 aforementioned employees, DEFENDANTS are required to pay the employees no later than the
4 regular payday of the following calendar week.

5 27. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
6 timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed as
7 required by California Labor Code §§ 201.3 and 205.

8 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

9 **[Labor Code §§ 201, 202, 203]**

10 28. Pursuant to California Labor Code §§ 201, 202, and 203, DEFENDANTS are
11 required to pay all earned and unpaid wages to an employee upon separation.

12 29. California Labor Code § 201 mandates that if an employer discharges an
13 employee, the employee's wages accrued and unpaid at the time of discharge are due and payable
14 immediately.

15 30. Pursuant to California Labor Code § 202, DEFENDANTS are required to pay all
16 accrued wages due to an employee no later than 72 hours after the employee quits his or her
17 employment, unless the employee provided 72 hours previous notice of his or her intention to
18 quit, in which case the employee is entitled to his or wages at the time of quitting.

19 31. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
20 with §§ 201 and 202, any wages of any employee who is discharged or who quits, the employer is
21 liable for waiting time penalties in the form of continued compensation to the employee at the
22 same rate for up to 30 workdays.

23 32. During the PENALTY PERIOD, DEFENDANTS failed, and continue to fail, to
24 pay accrued wages and other compensation to PLAINTIFF and other aggrieved employees in
25 accordance with California Labor Code §§ 201 and 202.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **[Labor Code §§ 2698, *et seq.*]**

4 **(Against all DEFENDANTS)**

5 37. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 35.

7 38. PLAINTIFF is an “aggrieved employee” within the meaning of California Labor
8 Code § 2699(c) and a proper representative to bring a civil action on behalf of herself and other
9 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
10 specified in California Labor Code § 2699.3, because PLAINTIFF was employed by
11 DEFENDANTS and one or more of the alleged violations of the California Labor Code were
12 committed against PLAINTIFF during the PENALTY PERIOD.

13 39. PLAINTIFF seeks to recover civil penalties through a representative action
14 permitted by the PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
15 Cal.4th 969. Thus, class certification is not required.

16 40. Pursuant to Labor Code §§ 2698–2699.5, PLAINTIFF seeks to recover civil
17 penalties from DEFENDANTS in a representative action for the violations set forth above,
18 including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226(a),
19 226.7, 510, 512, 1174(d), 1194, 1197, 1198, and 2802.

20 41. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
21 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
22 provided, including but not limited to the following:

23 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
24 DEFENDANTS are subject to a civil penalty in the amount of one hundred
25 dollars (\$100) for the initial violation for each failure to pay each employee
26 and two hundred dollars (\$200) per employee for violations in subsequent
27 pay periods.

28 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),

1 DEFENDANTS are subject to a civil penalty in the amount of two hundred
2 and fifty dollars (\$250) per aggrieved employee for the initial pay period
3 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
4 employee for violations in subsequent pay periods.

5 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
6 on behalf of an employer who violates, or causes to be violated, a section
7 of this chapter or any provision regulating hours and days of work in any
8 order of the Industrial Welfare Commission,” including Labor Code §§ 510
9 and 512, shall be subject to a civil penalty, in addition to any other penalty
10 provided by law, of fifty dollars (\$50) for initial violations for each
11 underpaid employee for each pay period for which the employee was
12 underpaid and one hundred dollars (\$100) for each subsequent violation for
13 each underpaid employee for each pay period for which the employee was
14 underpaid.

15 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
16 DEFENDANTS are subject to a civil penalty of five hundred dollars
17 (\$500).

18 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
19 paid to any employee a wage less than the minimum fixed by an order of
20 the commission, shall be subject to a civil penalty as follows: for any initial
21 violation that is intentionally committed, one hundred dollars (\$100) for
22 each underpaid employee for each pay period for which the employee is
23 underpaid; and for each subsequent violation of the same offense, two
24 hundred fifty dollars (\$250) for each underpaid employee for each pay
25 period for which the employee is underpaid regardless of whether the
26 initial violation was intentionally committed.

27 42. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
28 penalty is not specifically provided, the following civil penalties are established: one hundred

1 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
2 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
3 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
4 violations of Labor Code provisions for which a civil penalty is not specifically provided,
5 including but not limited to Labor Code §§ 201, 202, 203, 204, 226.7, 1194, 1197, 1198, and
6 2802.

7 43. PLANTIFF additionally seeks reasonable attorney's fees and costs pursuant to
8 Labor Code § 2966(g)(1).

9 **PRAYER FOR RELIEF**

10 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees,
11 respectfully prays for relief against DEFENDANTS, and each of them, as follows:

12 1. For civil penalties according to proof, and all penalties authorized by the Labor
13 Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

14 2. For interest at the legal rate pursuant to Labor Code §§ 218.6 and 2802, California
15 Civil Code §§ 3287 and 3288, and/or any other applicable provision providing for pre-judgment
16 interest;

17 3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g)(1)
18 and/or any other applicable provisions providing for attorney's fees and costs; and

19 4. For such further relief that the Court may deem just and proper.
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21 DATED: December 21, 2021

Respectfully submitted,

22 **MATERN LAW GROUP, PC**

23
24 By:



MATTHEW J. MATERN

LAUNA ADOLPH

OLIVIA GREEN

Attorneys for Plaintiff EDELMIRA IBARRA,
individually and on behalf of all other aggrieved
employees
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1 **DEMAND FOR JURY TRIAL**

2 PLAINTIFF, individually and on behalf of all other aggrieved employees, hereby
3 demands a trial by jury on all issues so triable.

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5 DATED: December 21, 2021

Respectfully submitted,

6 **MATERN LAW GROUP, PC**

7
8 By:



MATTHEW J. MATERN

LAUNA ADOLPH

OLIVIA GREEN

9 Attorneys for Plaintiff EDELMIRA IBARRA,
10 individually and on behalf of all other aggrieved
11 employees