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FILED
Superior Court of California
County of Riverside

10/18/2021

D. Elless

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

JUAN RESENDIZ-LICEA, as an individual
and on behalf of others similarly situated,

Plaintiffs,

vs.

OASIS RANCH MANAGEMENT, INC., a
California Corporation; SEA VIEW
PACKING, INC., a California Corporation;
FRESH-PIC HARVEST, INC., a California
Corporation; and DOES 1 through 50,
Inclusive,

Defendants.

Case No.: **CVRI2105053**

**PLAINTIFF'S CLASS ACTION
COMPLAINT:**

- 1. FAILURE TO INDEMNIFY
EMPLOYEE EXPENDITURES AND
LOSSES**
- 2. FAILURE TO PAY WAGES AND
COMPENSATION**
- 3. FAILURE TO FURNISH
ACCURATE ITEMIZED WAGE
STATEMENTS**
- 4. UNFAIR COMPETITION**

DEMAND FOR JURY TRIAL

1 Plaintiff JUAN RESENDIZ-LICEA (hereinafter referred to as “Plaintiff”), hereby
2 submits his Complaint against Defendants OASIS RANCH MANAGEMENT, INC., a California
3 Corporation in County of Riverside, SEA VIEW PACKING, INC., a California Corporation in
4 County of Riverside, FRESH-PIC HARVEST, INC., a California corporation in County of
5 Riverside, and DOES 1 through 50 (hereinafter collectively referred to as “Defendants”) on
6 behalf of himself, and the class of others similarly situated, as follows:

7 **INTRODUCTION**

8 1. This class action is within the Court’s jurisdiction under Cal. Lab. Code, Cal.
9 Business & Professions Code § 17200, et seq., (Unfair Practices Act) and the applicable wage
10 order(s) issued by the Industrial Welfare Commission (“IWC”).

11 2. This complaint challenges systemic illegal employment practices against
12 employees of Defendants, resulting in violations of the California Labor Code, Business &
13 Professions Code, and applicable IWC wage orders.

14 3. Plaintiff is informed and believes and based thereon alleges that Defendants, joint
15 and severally, have acted intentionally and with deliberate indifference and conscious disregard
16 to the rights of all employees in receiving all lawful wages, gratuities, and reimbursement for all
17 necessary expenditures or losses incurred by Plaintiff and class members in direct consequence
18 of the discharge of Plaintiff and class members’ duties for Defendant.

19 4. Plaintiff is informed and believes and based thereon alleges that Defendants have
20 engaged in, among other things, a system of willful violations of the California Labor Code,
21 Business & Professions Code, and applicable IWC wage orders by creating and maintaining
22 policies, practices and customs that knowingly deny employees lawful wages, compensation for
23 necessary expenses and losses incurred, and paid sick leave. The policies, practices and customs
24 of Defendants described above and below have resulted in unjust enrichment for Defendants and
25 an unfair business advantage over businesses that routinely adhere to the strictures of the
26 California Labor Code, Business & Professions Code, and applicable IWC wage orders.

27 **JURISDICTION AND VENUE**

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

1 & Professions Code § 17200, et seq., (Unfair Practices Act) and the applicable wage order(s)
2 issued by the Industrial Welfare Commission.

3 6. Venue is proper because the alleged wrongs occurred in Riverside County.
4 Defendants are located within California and Riverside County. Plaintiff and putative class
5 members worked for Defendants primarily in Riverside County, and occasionally in Imperial and
6 San Diego Counties. Regardless of Plaintiff's and putative class members' worksite location,
7 Plaintiff and putative class members always reported for work and concluded their workdays in
8 Riverside County. The events that are the subject of this action took place in Riverside County.

9 **PLAINTIFF**

10 7. Plaintiff JUAN RESENDIZ-LICEA was employed by Defendants OASIS
11 RANCH MANAGEMENT, INC., SEA VIEW PACKING, INC., and FRESH-PIC HARVEST,
12 INC., as a tractor operator, irrigator, and landscaper from approximately 1990 until January 1,
13 2021.

14 8. Plaintiff is a victim of the policies, practices and customs of Defendants alleged in
15 this action in ways that have deprived them of their rights guaranteed to him by Cal. Lab. Code,
16 Business & Professions Code § 17200, et seq., (Unfair Practices Act) and the applicable wage
17 order(s) issued by the Industrial Welfare Commission. Defendants employed Plaintiff at all times
18 relevant to this complaint in Riverside County.

19 **DEFENDANTS**

20 9. Defendant OASIS RANCH MANAGEMENT, INC. is a California Corporation
21 doing business in the County of Riverside, State of California, at 86235 Avenue 52, Coachella,
22 CA 92236.

23 10. Defendant FRESH-PIC HARVEST, INC. is a California Corporation doing
24 business in the County of Riverside, State of California, at 86235 Avenue 52, Coachella, CA
25 92236.

26 11. Defendant SEA VIEW PACKING, INC. is a California Corporation doing
27 business in the County of Riverside, State of California, at 86235 Avenue 52, Coachella, CA
28 92236.

1 12. Plaintiff is informed and believes and thereon allege that at all times herein
2 mentioned Defendants and DOES 1 through 50, are and were corporations, business entities,
3 individuals, and partnerships, licensed to do business and actually doing business in the State of
4 California. On information and belief, during all times relevant, Defendants have run, operated,
5 and managed over 2,600 acres and at least 23 ranch properties located in Riverside, Imperial, and
6 San Diego Counties. As such, and based upon all the facts and circumstances incident to
7 Defendants' business in California, Defendants are subject to the California Labor Code,
8 Business & Professions Code § 17200, et seq. (Unfair Practices Act) and the applicable wage
9 order(s) issued by the Industrial Welfare Commission.

10 13. Plaintiff does not know the true names or capacities, whether individual, partner or
11 corporate, of the Defendants sued herein as DOES 1 through 50, inclusive, and for that reason,
12 said Defendants are sued under such fictitious names, and Plaintiff prays leave to amend this
13 complaint when the true names and capacities are known.

14 14. Plaintiff is informed and believes and thereon alleges that each of said fictitious
15 Defendants were responsible in some way for the matters alleged herein and proximately caused
16 Plaintiff and members of the class to be subject to the illegal employment practices, wrongs and
17 injuries complained of herein.

18 15. Plaintiff is informed and believes and based thereon alleges that Defendants share
19 common ownership and common management.

- 20 a. Defendants Oasis Ranch Management, Inc. and Fresh-Pic Harvest, Inc. are
21 registered with the same addresses for their principal office, principal executive
22 officer, and mailing address.
- 23 b. Defendant Sea View Packing, Inc.'s registered mailing address matches the
24 address that Oasis Ranch Management, Inc. and Fresh-Pic Harvest, Inc. register
25 as their principal executive office.
- 26 c. The corporations share corporate officers and share the same corporate director.
27 Upon information and belief, the corporations have shared officers, directors, and
28 board members throughout the span of their corporate lifetimes.

1 d. The corporations' California corporate filings are prepared and designed by the
2 same representative.

3 e. Upon information and belief, the corporations do not have fully distinct
4 employees, departments, divisions, share common labor operations, and share
5 identical or nearly identical written policies.

6 f. Upon information and belief, the employees of each corporation work on and
7 carry out operations of the other corporation.

8 16. Plaintiff is informed and believes and based thereon alleges that the Defendants
9 are a single employer for purposes of liability because of interrelation of operations, common
10 management, centralized control of labor relations, and common ownership or financial control.

11 a. Defendants Oasis Ranch Management, Inc. and Fresh-Pic Harvest, Inc. are
12 registered with the same addresses for their principal office, principal executive
13 officer, and mailing address.

14 b. Defendant Sea View Packing, Inc.'s registered mailing address matches the
15 address that Oasis Ranch Management, Inc. and Fresh-Pic Harvest, Inc. register
16 as their principal executive office.

17 c. The corporations share corporate officers and share the same corporate director.
18 Upon information and belief, the corporations have shared officers, directors, and
19 board members throughout the span of their corporate lifetimes.

20 d. The corporations' California corporate filings are prepared and designed by the
21 same representative.

22 e. Upon information and belief, the corporations do not have fully distinct
23 employees, departments, divisions, share common labor operations, and share
24 identical or nearly identical written policies.

25 f. Upon information and belief, the employees of each corporation work on and
26 carry out operations of the other corporation.

27 17. Plaintiff is informed and believes and based thereon alleges that there is such a unity
28 of interest and ownership between Defendants that their separate personalities no longer exist,

1 and that an inequitable result would follow if they were not all liable.

- 2 a. Defendants Oasis Ranch Management, Inc. and Fresh-Pic Harvest, Inc. are
- 3 registered with the same addresses for their principal office, principal executive
- 4 officer, and mailing address.
- 5 b. Defendant Sea View Packing, Inc.'s registered mailing address matches the
- 6 address that Oasis Ranch Management, Inc. and Fresh-Pic Harvest, Inc. register
- 7 as their principal executive office.
- 8 c. The corporations share corporate officers and share the same corporate director.
- 9 Upon information and belief, the corporations have shared officers, directors, and
- 10 board members throughout the span of their corporate lifetimes.
- 11 d. The corporations' California corporate filings are prepared and designed by the
- 12 same representative.
- 13 e. Upon information and belief, the corporations do not have fully distinct
- 14 employees, departments, divisions, share common labor operations, and share
- 15 identical or nearly identical written policies.
- 16 f. Upon information and belief, the employees of each corporation work on and
- 17 carry out operations of the other corporation.

18 18. Plaintiff is informed and believes and based thereon alleges that Defendants jointly
19 employed him and the class members.

- 20 a. Defendants Oasis Ranch Management, Inc. and Fresh-Pic Harvest, Inc. are
- 21 registered with the same addresses for their principal office, principal executive
- 22 officer, and mailing address.
- 23 b. Defendant Sea View Packing, Inc.'s registered mailing address matches the
- 24 address that Oasis Ranch Management, Inc. and Fresh-Pic Harvest, Inc. register
- 25 as their principal executive office.
- 26 c. The corporations share corporate officers and share the same corporate director.
- 27 Upon information and belief, the corporations have shared officers, directors, and
- 28 board members throughout the span of their corporate lifetimes.

d. The corporations' California corporate filings are prepared and designed by the same representative.

e. Upon information and belief, the corporations do not have fully distinct employees, departments, divisions, share common labor operations, and share identical or nearly identical written policies.

f. Upon information and belief, the employees of each corporation work on and carry out operations of the other corporation.

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

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

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

22. At all times herein mentioned, the acts and omissions of various Defendants, and each of them, concurred and contributed to the various acts and omissions of each and all of the other Defendants in proximately causing the injuries and damages as herein alleged.

23. At all times herein mentioned, Defendants, and each of them, ratified each and every act or omission complained of herein. At all times herein mentioned, the Defendants, and each of them, aided and abetted the acts and omissions of each and all of the other Defendants in

proximately causing the damages as herein alleged.

CLASS ACTION ALLEGATIONS

24. **Definition:** The named individual Plaintiff brings this action on behalf of himself and the class pursuant to Cal. Code of Civ. Proc. § 382 and is consistent with Fed. R. Civ. P. Rules 23(a), (b)(1), (b)(2), and (b)(3). The class is defined as: “all non-exempt employees engaged to perform agricultural labor duties within the last four years up to the time that class certification is granted.”

25. **Numerosity:** The members of the class are so numerous that joinder of all members would be impractical, if not impossible. The identity of the members of the class is readily ascertainable by review of Defendants’ records. Plaintiff is informed and believes and based thereon alleges that: (a) class members were not provided indemnification for mileage reimbursement and other necessary expenses for travel between Defendants’ mandated reporting location and class members’ assigned daily worksite(s); (b) class members were not provided mileage reimbursement for travel between worksites during the course of class members’ workday(s); (c) class members were not paid all wages earned, including but not limited to overtime wages; (d) class members were not provided paid sick leave; and (e) class members were deprived of accurate itemized wage statement in violation of Cal. Lab. Code § 226.

26. **Adequacy of Representation:** The named Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the class defined above. Plaintiff’s attorneys are ready, willing, and able to fully and adequately represent the class and individual Plaintiff.

27. Defendants uniformly administered a company policy, practice, and/or custom regarding Plaintiff and the corresponding class members concerning mandated employee uses of their own vehicles as directed by Defendants for Defendants’ business that deprived class members of reimbursement for necessary expenditures and losses incurred as a direct result of the discharge of their duties in violation of Cal. Lab. Code § 2802. Further, Defendants’ policies and practices caused class members to not be paid all wages earned. Plaintiff is informed and believes and based thereon alleges this conduct is accomplished with the advance knowledge and

1 designed intent to willfully withhold appropriate wages and compensation for work performed
2 by class members.

3 28. Plaintiff is informed and believes and based thereon alleges that Defendants, in
4 violation of Cal. Lab. Code §§ 201 and 202, et seq., respectfully, had a consistent and uniform
5 policy, practice, and custom of willfully failing to comply with Cal. Lab. Code §§ 200, 201, 204,
6 1198 and 2802. Plaintiff and other members of the class did not secret or absent themselves from
7 Defendants, nor refuse to accept the earned and unpaid wages from Defendants. Accordingly,
8 Defendants are liable for waiting time compensation for the unpaid wages to separated
9 employees pursuant to Cal. Lab. Code § 203.

10 29. **Common Question of Law and Fact:** There are predominant common questions
11 of law and fact and a community of interest amongst Plaintiff and the claims of the class
12 concerning whether: (a) Plaintiff and class members were not reimbursed for all necessary
13 expenditures or losses incurred by the Plaintiff and class members in direct consequence of the
14 discharge of their duties according to directions of Defendants; (b) Plaintiff and class members
15 were not paid all wages earned, including but not limited to overtime compensation; and (c)
16 Plaintiff and class members were not provided accurate itemized wage statements. Defendants'
17 employment policies and practices wrongfully and illegally failed to compensate Plaintiff and the
18 other members of the class as required by California law.

19 30. **Typicality:** The claims of Plaintiff are typical of the claims of all members of the
20 class. Plaintiff is a member of the class and has suffered the alleged violations of the Cal. Lab.
21 Code and California Industrial Welfare Commission wage orders, described herein.

22 31. The Cal. Lab. Code and Wage Order provisions upon which Plaintiff bases his
23 claims are broadly remedial in nature. These laws and labor standards serve an important public
24 interest in establishing minimum working conditions and standards in California. These laws and
25 labor standards protect the average working employee from exploitation by employers who may
26 seek to take advantage of superior economic and bargaining power in setting onerous terms and
27 conditions of employment.

28 32. The nature of this action and the format of laws available to Plaintiff and members

1 of the respective classes identified herein make the class action format a particularly efficient and
2 appropriate procedure to redress the wrongs alleged herein. If each employee were required to
3 file an individual lawsuit, the corporate Defendants would necessarily gain an unconscionable
4 advantage since it would be able to exploit and overwhelm the limited resources of each
5 individual plaintiff with their vastly superior financial and legal resources. Requiring each class
6 member to pursue an individual remedy would also discourage the assertion of lawful claims by
7 employees who would be disinclined to file an action against their former and/or current
8 employer for real and justifiable fear of retaliation and permanent damage to their careers at
9 subsequent employment.

10 33. The prosecution of separate actions by the individual class members, even if
11 possible, would create a substantial risk of: (a) inconsistent or varying adjudications with respect
12 to individual class members against the Defendants and which would establish potentially
13 incompatible standards of conduct for the Defendants, and/or (b) adjudications with respect to
14 individual class members which would, as a practical matter, be dispositive of the interest of the
15 other class members not parties to the adjudications or which would substantially impair or
16 impede the ability of the class members to protect their interests. Further, the claims of the
17 individual members of the class are not sufficiently large to warrant vigorous individual
18 prosecution considering all of the concomitant costs and expenses.

19 34. Proof of a common business practice or factual pattern, of which the named
20 Plaintiff experienced, are representative and will establish the right of each of the members of the
21 plaintiff classes to recovery on the causes of action alleged herein.

22 35. The plaintiff classes are commonly entitled to a specific fund with respect to the
23 compensation illegally and unfairly retained by Defendants. The plaintiff classes are commonly
24 entitled to restitution of those funds being improperly withheld by Defendants. This action is
25 brought for the benefit of the entire classes and will result in the creation of a common fund for
26 each class.
27
28

FACTUAL ALLEGATIONS RELEVANT TO
PLAINTIFFS' CAUSES OF ACTION

36. Defendants failed to indemnify putative class members for necessary expenditures and losses incurred as a result of Defendants' requirement that putative class members to report to work at one site, the use their own vehicles to drive to the field worksite for the day; as well as Defendants' requirement that putative class members drive their own between field worksites during the course of the workday(s). More specifically, Defendants ordered putative class members to begin the workday by arriving daily at 5:00 a.m. or 5:30 a.m. to a reporting site at or near Avenue 84 in Thermal, California. Upon arrival, Defendants' supervisors provided putative class members the worksite location(s) (usually agricultural fields) for that particular day. Defendants required putative class members to drive their own vehicles to the worksites. Additionally, Defendants required putative class members to travel from one field worksite to another during the course of the workday(s). Putative class members incurred necessary expenditures and losses for travel in direct consequence of the discharge of duties mandated by Defendants.

37. Defendants uniformly administered a policy and practice that deprived putative class members of regular and overtime pay. Defendants' supervisors unilaterally completed time records for putative class members and misrepresented hours and minutes of work performed, withhold regular and/or overtime compensation. For example, when putative class members worked in excess of 10, 9.5, or 9 hours in one day (as applicable), Defendant's supervisors only recorded 10, 9.5, or 9 hours on that day. In some cases, Defendants' supervisors did not record the additional minutes or hours of work at all. In other cases, on days on which putative class members worked substantially in excess of 10, 9.5, or 9 hours in one day, as applicable, the supervisors dispersed the remaining time worked on days where putative class members worked less than 10, 9.5, or 9 hours, as applicable.

38. Defendants utilized a time rounding policy and practice that ignored putative class members' actual work time and instead rounded their time to the nearest hour. This policy resulted in a disproportionate impact that does not average out over a period of time; the policy is

1 not fair and neutral on its face. Defendants implemented this policy and practice in such a
2 manner that resulted over a period of time in a failure to compensate for all time actually worked
3 at the legally mandated minimum wage, regular wage, and/or overtime wage, as applicable.

4 39. Defendants violated Labor Code § 226(a) by failing to furnish putative class
5 members with pay stubs that contain all nine pieces of information required by the statute by
6 neglecting to accurately state the number of hours worked by putative class members along with
7 the applicable rates of pay. On information and belief, Defendants provided putative class
8 members with deficient paystubs that do not include all hours and minutes worked and fail to
9 distinguish which hours pertain to putative class members' regular wage versus which hours
10 constitute overtime pay.

11 40. Defendants failed to pay all wages owed to the putative class members at the time
12 of separation of their employment.

13 41. Defendants implemented a policy and practice by which it would only provide a
14 paid sick day to putative class members if they took two or more consecutive days off work. The
15 Defendants' policies and practices deterred and denied the putative class members from using
16 sick time and deprived them of pay for the sick days that they did take.

17 18 **FIRST CAUSE OF ACTION**

19 **FAILURE TO INDEMNIFY EMPLOYEES FOR EXPENDITURES AND LOSSES**

20 **(Against All Defendants)**

21 42. Plaintiff re-alleges and incorporates by reference each and every allegation set
22 forth in the preceding paragraphs.

23 43. Defendants failed to indemnifying Plaintiff and putative class members for all
24 necessary expenditures or losses incurred in direct consequence of the discharge of their duties
25 pursuant to Cal. Lab. Code § 2802. Subdivision (c) of section 2802 defines "necessary
26 expenditures or losses" as including "all reasonable costs..." Defendants shall pay each affected
27 employee for the automobile and other expenses incurred as a result of Defendants' mandated
28 travel between worksites.

1 44. Such a pattern, practice and uniform administration of policy as described herein
2 is unlawful and creates an entitlement to recovery by the Plaintiffs and the class identified herein,
3 in a civil action, for the unpaid balance of the unpaid premium compensation pursuant to Cal.
4 Lab. Code § 2802.

5 45. Defendants' wrongful and illegal conduct in failing to provide class members
6 with identification and/or compensation in accordance with Cal. Lab. Code § 2802 despite the
7 clear legal obligation to do so will remain unless and until enjoined and restrained by order of
8 this court. Defendants' wrongful and illegal conduct will cause great and irreparable injury to
9 Plaintiff and class members in that the Defendants will continue to violate these California laws,
10 represented by labor statutes and wage orders, unless specifically ordered to comply with same.
11 This expectation of future violations will require current and future employees to repeatedly and
12 continuously seek legal redress in order to gain compensation to which they are entitled under
13 California law. Plaintiff and class members have no other adequate remedy at law to ensure
14 future compliance with the California labor laws and wage orders alleged to have been violated
15 herein.

16 46. Defendants' willful failure to provide Plaintiff and class members the wages due
17 and owing their upon separation from employment results in a continued payment of wages up to
18 thirty (30) days from the time the wages were due. Therefore, Plaintiff and class members are
19 entitled to compensation pursuant to *Labor Code* § 203.

20
21 **SECOND CAUSE OF ACTION**

22 **FAILURE TO PAY WAGES AND COMPENSATION**

23 **(Against All Defendants)**

24 47. Plaintiff re-alleges and incorporates by reference each and every allegation set
25 forth in the preceding paragraphs.

26 48. Defendants failed to pay Plaintiff and class members minimum wages for all
27 hours worked.

28 49. Cal. Lab. Code §§ 510 and 1198, *et seq.*, provide that (a) employees are entitled to

1 compensation at the rate of one and one-half times their regular rate of pay for all hours worked
2 in excess of eight hours, up to twelve hours, in a workday, or in excess of forty hours in a work
3 week, and (b) employees are entitled to compensation at the rate of twice their regular rate of pay
4 for all hours worked in excess of twelve hours in a workday, and in excess of eight hours on the
5 seventh consecutive day of work in a workweek. Cal. Lab. Code § 1198 provides a private right
6 of action for failure to pay legal compensation for all overtime hours worked.

7 50. Labor Code § 200 et seq. provides that employees are entitled to wages and
8 compensation for work performed and provides a private right of action for failure to pay wages
9 and compensation for said work performed. Cal. Lab. Code § 1194 entitles employees to recover
10 unpaid minimum wages. Cal. Lab. Code § 1194.2 entitles employees to recover liquidated
11 damages in an equal amount.

12 51. Such a pattern, practice, and uniform administration of corporate policy regarding
13 illegal employee compensation as described herein is unlawful and creates an entitlement to
14 recovery by Plaintiff and class members in a civil action, for the unpaid balance of the full
15 amount of straight time compensation and minimum wage owing, including interest thereon,
16 penalties, reasonable attorney's fees, and costs of suit according to the mandate of Cal. Lab.
17 Code § 1194, et seq.

18 52. Defendants' willful failure to provide Plaintiff and class members the wages due
19 and owed them upon separation from employment results in a continued payment of wages up to
20 thirty (30) days from the time the wages were due. Therefore, Plaintiff and class members who
21 have separated from employment are entitled to compensation pursuant to Cal. Lab. Code § 203.

22 53. Defendants' wrongful and illegal conduct in failing to provide class members
23 with minimum and overtime wage payments in accordance with Cal. Lab. Code § 1194 and IWC
24 Wage Orders despite the clear legal obligation to do so, will continue unless and until enjoined
25 and restrained by order of this court. Defendants' unlawful conduct will cause great and
26 irreparable injury to Plaintiff and class members in that the Defendants will continue to violate
27 these California laws, represented by labor statutes and wage orders, unless specifically ordered
28 to comply with them. This expectation of future violations will require current and future

1 employees to repeatedly and continuously seek legal redress in order to gain compensation to
2 which they are entitled under California law. Plaintiff and class members have no other adequate
3 remedy at law to ensure future compliance with the California labor laws and wage orders
4 alleged to have been violated herein.

5 54. Defendants' willful failure to provide Plaintiff and class members the wages due and
6 owing their upon separation from employment results in a continued payment of wages up to
7 thirty (30) days from the time the wages were due. Therefore, Plaintiff and class members are
8 entitled to compensation pursuant to *Labor Code* § 203.

9
10 **THIRD CAUSE OF ACTION**

11 **FAILURE TO FURNISH ACCURATE ITEMIZED WAGE STATEMENTS**

12 **(Against All Defendants)**

13 55. Plaintiff re-alleges and incorporates by reference each and every allegation set
14 forth in the preceding paragraphs.

15 56. Plaintiff and class members have been harmed as described herein: (a) Defendants
16 failed to indemnify Plaintiff and class members for all necessary expenditures and losses; (b)
17 Defendants failed to pay Plaintiff and class members all minimum wages and overtime; (c)
18 Defendants failed to provide Plaintiff and class members with lawful paid sick leave; and (d)
19 Defendant failed to furnish Plaintiff and class members with accurate itemized wage statements.

20 57. As a pattern and practice, Defendants failed to furnish Plaintiff and class
21 members, either semimonthly or at the time of each payment of wages, either as a detachable
22 part of the check or separately, an accurate itemized statement in writing showing gross wages
23 earned, total hours worked, and the applicable hourly rates and corresponding number of hours
24 worked by Plaintiff and class members at each rate.

25 58. Defendants willfully and intentionally failed to provide Plaintiff and class
26 members with accurate, itemized statements, to show on such itemized statements the proper
27 total hours worked by Plaintiff and class members in that it required or suffered them to work
28 and failed to pay wages to them for all hours worked. Defendants willfully and intentionally

1 failed to show accurate gross wages earned, total hours worked by Plaintiff and class members
2 and all applicable hourly rates and the corresponding number of hours worked by Plaintiff and
3 class members at each rate.

4 59. As such, Plaintiff and class members are entitled to payment from Defendants of
5 the greater of actual damages or \$50 for the initial pay period in which the violation occurred and
6 \$100 for each subsequent violation, up to a maximum of \$4000, pursuant to Cal. Lab. Code §
7 226, as well as reasonable attorney's fees and costs of suit.

8
9 **FOURTH CAUSE OF ACTION**

10 **VIOLATIONS OF BUSINESS & PROFESSIONS CODE § 17200 ET SEQ.**

11 **(Against All Defendants)**

12 60. Plaintiff re-alleges and incorporates by reference each and every allegation set
13 forth in the preceding paragraphs.

14 61. Defendants engaged and continue to engage in unfair business practices in
15 California by the following practices against the Plaintiff and class members: (a) failing to
16 indemnify putative class members for all necessary expenditures and losses; (b) failing to pay
17 minimum wages and overtime wages for all hours worked; (c) failing to provide Plaintiff and
18 class members with lawful paid sick leave; and (c) failing to provide adequate itemized wage
19 statements.

20 62. Defendants' utilization of such unfair business practices constitutes unfair
21 competition and provides an unfair advantage over Defendants' competitors.

22 63. Plaintiff seeks on his own behalf, and on behalf of other members of the classes
23 similarly situated, full restitution of monies, as necessary and according to proof, to restore any
24 and all monies withheld, acquired and/or converted by the Defendants by means of the unfair
25 practices complained of herein.

26 64. Plaintiff seeks on his own behalf, and on behalf of other members of the class
27 similarly situated, an injunction to prohibit Defendants from continuing to engage in the unfair
28 business practices complained of herein.

65. The restitution includes the equivalent of all unpaid wages for hours worked at minimum wage and/or overtime wage rates, as applicable; and all compensation for necessary expenditures and losses mandated by Labor Code § 2802; and all compensation for sick leave that Defendants unlawfully failed to pay.

66. The acts complained of herein occurred within the last four years preceding the filing of the complaint in this action.

67. Plaintiff is informed and believes and, on that basis, alleges that at all times herein mentioned Defendants have engaged in unlawful, deceptive and unfair business practices, as proscribed by Business & Professions Code § 17200 et seq., including those set forth herein above thereby depriving Plaintiff and class members the minimum working standards and conditions due to them under the California laws and Industrial Welfare Commission Wage Order as specifically described therein.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff on his own behalf and on the behalf of the members of the respective classes, prays for judgment as follows:

1. For all an order certifying the proposed classes;
2. For all consequential damages according to proof, including unpaid wages and misappropriated gratuities;
3. Liquidated damages according to proof pursuant to Cal. Lab. Code § 1194.2;
4. Waiting time wages according to proof pursuant to Cal. Lab. Code § 203;
5. Consequential damages according to indemnification for necessary expenditures and losses pursuant to Cal. Lab. Code § 2802.
6. That Defendants be ordered to show cause why they should not be enjoined and ordered to comply with the applicable Cal. Lab. Code provisions and California Industrial Welfare Commission Wage Order related to indemnifying necessary expenditures and losses incurred in the discharge of duties for Defendants' employees related to same;

1 and for an order enjoining and restraining Defendants and their agents, servants and
2 employees related thereto;

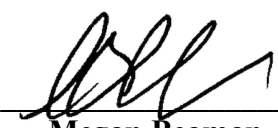
- 3 7. For restitution to Plaintiff and other similarly effected members of the class of all funds
4 unlawfully acquired by Defendants by means of any acts or practices declared by this
5 Court to be violative of the mandate established by Business & Professions Code §
6 17200 et seq.;
- 7 8. For an injunction to prohibit Defendants to engage in the unfair business practices
8 complained of herein;
- 9 9. For an injunction requiring Defendants to give notice to persons to whom restitution is
10 owing of the means by which to file for restitution;
- 11 10. For actual damages or statutory penalties according to proof as set forth in Cal. Lab.
12 Code § 226 and IWC Wage Order NO. 14 § 7(A) related to record keeping;
- 13 11. For pre-judgment interest as allowed Cal. Lab. Code §§ 218.5, 1194 and California Civ.
14 Code § 3287;
- 15 12. For reasonable attorney's fees, expenses and costs as provided by Cal. Lab. Code §
16 1194 and 2699 and Civ. Code § 1021.5; and,
- 17 13. For such other and further relief the court may deem just and proper.

18
19 **REQUEST FOR JURY TRIAL**

20 Plaintiff hereby requests a Trial by Jury.

21
22 **Dated: October 18, 2021**

**Beaman Jacinto Law P.C.
Henning, Ruiz, Kramer, & Singh, LLP**

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25 By: 

**Megan Beaman
Attorneys for Plaintiffs**