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10 *and all other Aggrieved Employees*

11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA
13 FOR THE COUNTY OF MADERA

14 ENRIQUE BARAJAS, on behalf of himself
15 and all other aggrieved employees,

16 Plaintiff,

17 vs.

18 VLOT CALF RANCH, INC., a California
19 corporation; CASE VLOT, an individual;
20 DARCY VLOT, an individual; and DOES 1
through 100, inclusive,

21 Defendants.

FILED
MADERA SUPERIOR COURT

AUG 15 2022

ADRIENNE Y. CALIP

CLERK

DEPUTY

Case No.: MCV087569

REPRESENTATIVE COMPLAINT FOR:

1. Civil Penalties Pursuant to the Private
Attorneys General Act of 2004 (California
Labor Code § 2698, et seq.)

BY FAX

COPY

1. Plaintiff ENRIQUE BARAJAS (“Plaintiff”), on behalf of himself and all other “Aggrieved Employees” defined herein, acting as a private attorney general under the California Labor Code Private Attorneys General Act of 2004, § 2698, et seq. (“PAGA”), files this Complaint against Defendants VLOT CALF RANCH, INC., a California corporation (“VLOT CALF RANCH”); CASE VLOT, an individual; DARCY VLOT, an individual; and DOES 1 through 100, inclusive, (collectively, “Defendants”). Plaintiff alleges and avers as follows:

JURISDICTION AND VENUE

2. The civil penalties sought by Plaintiff pursuant to PAGA exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

3. This Court has jurisdiction over this action pursuant to the California Constitution, Article VI, section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other courts.” The statutes under which this action is brought do not specify any other basis for jurisdiction.

4. This Court has jurisdiction over all Defendants because each Defendant is either a citizen of California, has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California courts consistent with traditional notions of fair play and substantial justice.

5. Venue is proper in this Court because, upon information and belief, the named Defendants reside, transact business, or have offices in this county and the acts and omissions alleged herein took place in this county, and some of the “Aggrieved Employees” (as defined herein) worked and/or resided in the County of Madera.

PARTIES

6. At all times herein relevant, Plaintiff was a resident of the State of California.

7. Defendant VLOT CALF RANCH is an agricultural business organized and existing under the laws of the State of California, and which transacts business in the State of California, including the County of Madera. VLOT CALF RANCH's principal office registered with the California secretary of state is 20633 Road 4, Chowchilla, CA 93610.

8. Plaintiff is informed, believes, and based thereon alleges that Defendants CASE

1 VLOT and DARCY VLOT were at all times herein relevant, residents of and/or conducted
2 business in Madera County, in the State of California.

3 9. At all relevant times, Defendants VLOT CALF RANCH, CASE VLOT, and
4 DARCY VLOT were the “employers” of Plaintiff and all other “Aggrieved Employees,” within
5 the meaning of all applicable state laws and statutes.

6 10. Plaintiff is informed, believes, and based thereon alleges, that CASE VLOT, an
7 individual, and DARCY VLOT, an individual, are owners, officers, and/or managers of VLOT
8 CALF RANCH and while acting in this capacity caused said corporation to violate provisions of
9 the Labor Code and IWC Wage Order 14 with respect to Plaintiff and all other aggrieved
10 employees. Thus, pursuant to Labor Code § 558.1, CASE VLOT and DARCY VLOT are jointly
11 and severally liable for the violations alleged herein.

12 11. Plaintiff is further informed and believes, and based thereon alleges, that CASE
13 VLOT and DARCY VLOT control VLOT CALF RANCH’s day-to-day operations, including its
14 employment pay practices, that there exists a unity of interest between CASE VLOT, DARCY
15 VLOT, and VLOT CALF RANCH, that the corporate formalities of VLOT CALF RANCH have
16 been disregarded, that CASE VLOT, DARCY VLOT, and VLOT CALF RANCH operated as an
17 integrate enterprise, and that CASE VLOT, DARCY VLOT, and VLOT CALF RANCH were
18 joint employers of Plaintiff and all other aggrieved employees. Thus, in the interests of justice,
19 CASE VLOT and DARCY VLOT should also be held jointly and severally liable for the wage
20 and hour violations asserted herein under joint employer, integrated enterprise, and alter ego
21 theories of liability.

22 12. At all times herein relevant, Defendants VLOT CALF RANCH; CASE VLOT;
23 DARCY VLOT; and DOES 1 through 100, and each of them, were the agents, partners, joint
24 venturers, representatives, servants, employees, successors-in-interest, co-conspirators and
25 assigns, each of the other, and at all times relevant hereto were acting within the course and
26 scope of their authority as such agents, partners, joint venturers, representatives, servants,
27 employees, successors, co-conspirators and assigns, and that all acts or omissions alleged herein
28 were duly committed with the ratification, knowledge, permission, encouragement, authorization

1 and consent of each Defendant designated herein.

2 13. The true names and capacities, whether corporate, associate, individual or
3 otherwise, of Defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues said
4 Defendants by such fictitious names. Plaintiff is informed and believes, and based on that
5 information and belief alleges, that each of the Defendants designated as a Doe is legally
6 responsible for the events and happenings referred to in this Complaint, and unlawfully caused
7 the injuries and damages to Plaintiff and the other Aggrieved Employees, as alleged this
8 Complaint. Plaintiff will seek leave of court to amend this Complaint to show the true names and
9 capacities when the same have been ascertained.

10 14. Defendant VLOT CALF RANCH; CASE VLOT; DARCY VLOT; and DOES 1
11 through 100 are collectively referred to herein as “Defendants.”

12 15. The primary group of “Aggrieved Employees” for purposes of this Complaint are
13 all individuals who worked as hourly paid employees for Defendants, in the State of California at
14 any point from approximately November 30, 2020, through the date of judgment on this matter.

15 16. For purposes of this Complaint, certain claims are asserted on behalf of a
16 subgroup of the “Aggrieved Employees,” namely Defendants’ hourly paid employees with the
17 job title of irrigator or who performed job duties of an irrigator (the “Aggrieved Irrigator
18 Employees”).

19 **FACTUAL ALLEGATIONS**

20 17. Plaintiff worked as an agricultural worker for Defendants from approximately
21 July 2020 until separation from his employment on or about September 2021. Plaintiff performed
22 work as an irrigator and Defendants gave Plaintiff the job title of irrigator. Throughout his
23 employment with Defendants, Plaintiff worked in Chowchilla, county of Madera, California

24 18. The Defendants had in place an unlawful scheme to avoid payment of overtime
25 wages owed to Plaintiff and the other Aggrieved Irrigator Employees. Defendants failed to pay
26 overtime pay for all overtime hours worked, and instead paid Plaintiff and the other Aggrieved
27 Irrigator Employees wages at the straight-time rate only, without paying overtime premium pay
28 or double-time premium pay, as required by law.

1 19. Plaintiff and other Aggrieved Employees suffered other wage and hour violations.
2 Meal periods were not accurately recorded, and were frequently provided late, shorter than 30
3 minutes, interrupted by work, or denied altogether. Further, second meal periods were not
4 provided when Plaintiff and other aggrieved employees worked over 10 hours in a workday.

5 20. Defendants did not authorize and permit rest periods as required by IWC Wage
6 Order 14, failing to provide a paid duty-free rest period of at least 10 minutes for every four (4)
7 worked (or major fraction thereof).

8 21. Defendants paid no premium pay under Labor Code § 226.7(b) to Plaintiff and
9 the other Aggrieved Employees, even when meal or rest period violations occurred.

10 22. Plaintiff and the other Aggrieved Employees who have separated from
11 Defendants also failed to receive all of the wages they were due upon their separation from
12 Defendants' employment. Because of their failure to pay all wages due at separation, Defendants
13 had a continuing obligation to pay ongoing wages for 30 days as a penalty. During the 30 days
14 after the end of Plaintiffs' employment, Defendants failed to pay Plaintiff the ongoing wages
15 penalty to which he was owed.

16 23. Defendants failed to accurately maintain employment records for Plaintiff and the
17 other Aggrieved Employees. Defendants failed to accurately record when or if Plaintiff and other
18 Aggrieved Employees took meal periods, particularly when the Aggrieved Employees worked
19 out in the field.

20 24. Defendants required Plaintiff and the other Aggrieved Employees to incur
21 business expenses in the performance of their job duties for Defendants. These expenses
22 included, for example, cellular phones (and monthly phone plans) so that the employees could
23 communicate with their supervisors and other employees, and vehicle mileage expenses.

24 25. Throughout his employment, Defendants intentionally and willfully failed to pay
25 Plaintiff and the other Aggrieved Employees all wages due to them within the specific pay
26 periods required under California Labor Code section 204. For example, in violation of Labor
27 Code section 204(b)(1), Defendants failed to pay all overtime wages owed "no later than the
28 payday for the next regular payroll period."

1 **FIRST CAUSE OF ACTION**

2 **CIVIL PENALTIES PURSUANT TO THE**
3 **PRIVATE ATTORNEYS GENERAL ACT OF 2004**

4 **(California Labor Code § 2698, et seq.)**

5 **(Against All Defendants and DOES 1 through 100)**

6 26. Plaintiff, on behalf of himself and the other Aggrieved Employees, re-alleges and
7 incorporates into this cause of action each of the preceding paragraphs.

8 27. At all times relevant to this action, Defendants devised, formulated, implemented,
9 and enforced, the following policies and procedures in violation of California Law, including but
10 not limited to the provisions of the California Labor Code and Industrial Welfare Commission
11 Wage Order 14, which give rise to PAGA civil penalties under California Labor Code section
12 2698, et seq.:

13 a) Civil Penalties for Failure to Pay Overtime Wages

14 28. Defendants violated Labor Code §§ 510 and 1194 by failing to pay Plaintiff and
15 the other Aggrieved Irrigator Employees overtime pay.

16 29. At all relevant times, Plaintiff and the other Aggrieved Irrigator Employees did
17 not meet the requirements for any exemption for overtime requirements under California law.

18 30. Plaintiff and the other Aggrieved Irrigator Employees are entitled to the
19 protections of California Labor Code sections 510, 1194, and 1198.

20 31. Pursuant to California Labor Code section 510, during the relevant time period,
21 Defendants were required to compensate Plaintiff and the other Aggrieved Irrigator Employees
22 for all overtime hours worked, calculated at one and one-half (1 1/2) times the regular rate of pay
23 for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week and for
24 the first eight (8) hours of the seventh consecutive work day, and double time after eight (8)
25 hours on the seventh day of any work week, or after twelve (12) hours in any work day.

26 32. Pursuant to California Labor Code section 1198 and IWC Wage Order 14, it is
27 unlawful to employ persons without compensating them at a rate of pay either time-and-one-half
28 or two-times that person's regular rate of pay, depending on the number of hours worked by the

1 person on a daily or weekly basis.

2 33. Pursuant to California Labor Code section 1198, the maximum hours of work and
3 the standard conditions of labor fixed by the commission shall be the maximum hours of work
4 and the standard conditions of labor for employees. The employment of any employee for longer
5 hours than those fixed by the Wage Order or under conditions of labor prohibited by the Wage
6 Order is unlawful.

7 34. Pursuant to the IWC Wage Order 14, Plaintiff and the other Aggrieved Irrigator
8 Employees are not to be employed more than eight (8) hours in any one workday or more than
9 six (6) days in any workweek unless they receive one and one-half (1 1/2) times such employee's
10 regular rate of pay for all hours worked over eight (8) hours in any workday and for the first
11 eight (8) hours on the seventh (7th) day of work and double the employee's regular rate of pay
12 for all hours worked over eight (8) on the seventh (7th) day of work in the workweek.

13 35. During the relevant time period, Plaintiff and the other Aggrieved Irrigator
14 Employees worked in excess of eight (8) hours in a day and/or forty (40) hours in a work week.
15 However, Plaintiff and the other Aggrieved Irrigator Employees did not receive payment for
16 overtime hours worked.

17 36. During the relevant time period, Defendants intentionally and willfully failed to
18 pay overtime wages owed to Plaintiff and the other Aggrieved Irrigator Employees.

19 37. Defendants' failure to pay Plaintiff and the other Aggrieved Irrigator Employees
20 overtime compensation, as required by California laws, violates the provisions of California
21 Labor Code sections 210, 510, 1198, and is therefore unlawful.

22 38. Through their policies and practices, Defendants' conduct violates IWC Wage
23 Order 14 and California Labor Code sections 210, 510, 558 and 1198.

24 b) Civil Penalties for Failure to Provide Meal Periods

25 39. Defendants violated Labor Code § 226.7 by failing to provide duty-free meal
26 periods to Plaintiff and the other Aggrieved Employees.

27 40. Defendants also violated Section 226.7 by failing to pay an additional hour of
28 compensation for those days in which duty-free meal periods were not provided.

1 41. At all relevant times, the IWC Wage Order 14 and California Labor Code sections
2 226.7 and 512 were applicable to Plaintiff's and all other Aggrieved Employees' employment by
3 Defendants.

4 42. At all relevant times, California Labor Code section 226.7 provides that no
5 employer shall require an employee to work during any meal period mandated by an applicable
6 order of the California IWC.

7 43. At all relevant times, the applicable IWC Wage Order 14 and Labor Code section
8 512 provide that an employer may not require, cause or permit an employee to work for a work
9 period of more than five (5) hours per day without providing the employee with a meal period of
10 not less than thirty (30) minutes, except that if the total work period per day of the employee is
11 no more than six (6) hours, the meal period may be waived by mutual consent of both the
12 employer and employee.

13 44. At all relevant times, the IWC Wage Order 14 required employers to record the
14 starting and ending times of each work period, including meal periods. IWC Wage Order 14-
15 2001, § 7(A)(3). Defendants intentionally and willfully violated this requirement by failing to
16 record the times of meal periods, including when meal periods began, when they ended, their
17 duration, or even whether they occurred at all.

18 45. During the relevant time period, Plaintiff and the other Aggrieved Employees
19 were required to work for periods longer than five (5) hours without a legally compliant meal
20 period of not less than thirty (30) minutes.

21 46. During the relevant time period, Defendants intentionally and willfully failed to
22 provide Plaintiff and the other Aggrieved Employees with meal periods within the legally
23 required timeframes and failed to compensate Plaintiff and the other Aggrieved Employees with
24 meal period premiums for missed or untimely meal periods.

25 47. Due to workloads imposed by the Defendants, Plaintiff and the other Aggrieved
26 Employees were denied duty-free meal periods as required by Labor Code sections 226.7 and
27 512.

28 48. During the relevant time period, Defendants failed to pay Plaintiff and the other

1 Aggrieved Employees meal period premiums due pursuant to California Labor Code section
2 226.7.

3 49. Through their policies and practices, Defendants' conduct violates IWC Wage
4 Order 14 and California Labor Code sections 226.7, 512, and 558.

5 c) Civil Penalties for Failure to Authorize and Permit Rest Periods

6 50. Defendants violated Labor Code § 226.7 by failing to authorize and permit duty-
7 free rest periods to Plaintiff and the other aggrieved employees and failing to pay an additional
8 hour of compensation for those days in which duty-free rest periods were authorized and
9 permitted.

10 51. At all relevant times, the IWC Wage Order 14 and California Labor Code section
11 226.7 were applicable to Plaintiff's and all other Aggrieved Employees' employment by
12 Defendants.

13 52. At all relevant times, California Labor Code section 226.7 provides that no
14 employer shall require an employee to work during any rest period mandated by an applicable
15 order of the California IWC.

16 53. At all relevant times, the applicable IWC Wage Order 14 provides that "every
17 employer shall authorize and permit all employees to take rest periods, which insofar as
18 practicable shall be in the middle of each work period" and that the authorized rest period time
19 shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per
20 four (4) hours or major fraction thereof unless the total daily work time is less than three and
21 one-half (3 1/2) hours.

22 54. Plaintiff and the other Aggrieved Employees were denied duty-free rest periods as
23 required by subdivision (b) of the California Labor Code section 226.7.

24 55. During the relevant time period, Defendants required Plaintiff and the other
25 Aggrieved Employees to work four (4) or more hours without authorizing or permitting a ten
26 (10) minute rest period.

27 56. Defendants' conduct violates IWC Wage Order 14 and California Labor Code
28 section 226.7.

1 57. Pursuant to IWC Wage Order 14 and subdivision (c) of the California Labor Code
2 section 226.7, Plaintiff and the other Aggrieved Employees are entitled to recover from
3 Defendants one additional hour of pay at the employee's regular rate of compensation for each
4 workday that the rest period was not provided.

5 58. During the relevant time period, Defendants failed to pay Plaintiff and the other
6 Aggrieved Employees rest period premiums due pursuant to IWC Wage Order 14 and
7 subdivision (c) of the California Labor Code section 226.7.

8 59. Through their policies and practices, Defendants' conduct violates IWC Wage
9 Order 14 and California Labor Code sections 226.7 and 558.

10 d) Civil Penalties for Failure to Timely Pay Wages at Termination and Failure to Pay
11 Continuing Wages Penalty

12 60. Defendants violated Labor Code §§ 201, 202, and 203 by willfully failing to pay
13 wages due upon the separation of Plaintiff and other aggrieved employees.

14 61. Plaintiff and all other Aggrieved Employees who have separated their
15 employment with Defendants are entitled to the protections of California Labor Code sections
16 201, 202, and 203.

17 62. Pursuant to California Labor Code sections 201 and 202, if an employer
18 discharges an employee, the wages earned and unpaid at the time of discharge are due and
19 payable immediately, and if an employee quits his or her employment, his or her wages shall
20 become due and payable not later than seventy-two (72) hours thereafter, unless the employee
21 has given seventy-two (72) hours' notice of his or her intention to quit, in which case the
22 employee is entitled to his or her wages at the time of quitting.

23 63. Pursuant to subdivision (a) of the California Labor Code section 203, if an
24 employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201
25 and 202, any wages of an employee who is discharged or who quits, the wages of the employee
26 shall continue as a penalty from the due date thereof at the same rate until paid or until an action
27 therefor is commenced; but the wages shall not continue for more than 30 days.

28 64. During the relevant time period, Defendants intentionally and willfully failed to

1 pay to Plaintiff and the other Aggrieved Employees their wages, earned and unpaid, within
2 seventy-two (72) hours of them leaving Defendants' employ.

3 65. These earned and unpaid wages to Plaintiff and the other Aggrieved Employees
4 included, without limitation, unpaid minimum wages and overtime pay.

5 66. Defendants' failure to pay Plaintiff all other Aggrieved Employees their wages,
6 earned and unpaid, within seventy-two (72) hours of them leaving Defendants' employ, is in
7 violation of California Labor Code sections 201 and 202.

8 67. Defendants' failure to pay continuing wages penalty, is in violation of California
9 Labor Code section 203.

10 68. Through their policies and practices, Defendants' conduct violates California
11 Labor Code sections 201, 202, and 203.

12 e) Civil Penalties for Failure to Provide Accurate Itemized Wage Statements

13 69. Defendants violated Labor Code § 226(a) by failing to maintain and provide
14 Plaintiff and the other aggrieved employees with complete and accurate itemized wage
15 statements.

16 70. At all relevant times, the IWC Wage Order 14 and California Labor Code section
17 226 was applicable to Plaintiff's and all other Aggrieved Employees' employment by
18 Defendants.

19 71. Pursuant to subdivision (a) of the California Labor Code section 226, every
20 employer shall furnish each of his or her employees an accurate itemized statement in writing
21 showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of
22 piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis,
23 (4) all deductions, provided that all deductions made on written orders of the employee may be
24 aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for
25 which the employee is paid, (7) the name of the employee and his or her social security number,
26 (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly
27 rates in effect during the pay period and the corresponding number of hours worked at each
28 hourly rate by the employee. The deductions made from payments of wages shall be recorded in

1 ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the
2 statement or a record of the deductions shall be kept on file by the employer for at least three
3 years at the place of employment or at a central location within the State of California.

4 72. During the relevant time period, Defendants intentionally and willfully failed to
5 provide Plaintiff and the other Aggrieved Employees with complete and accurate wage
6 statements. The deficiencies include but are not limited to the following: the failure to
7 compensate overtime hours at overtime rates of pay, failure to include the correct total number of
8 hours worked, and the failure to pay meal and rest period premium pay for meal and rest period
9 violations.

10 73. Through their policies and practices, Defendants' conduct violates IWC Wage
11 Order 14 and subdivision (a) of the California Labor Code section 226.

12 f) Civil Penalties for Failure to Pay Wages Timely During Employment

13 74. Defendants violated Labor Code § 204(b)(1) by failing to pay wages due to
14 Plaintiff and the other aggrieved employees within the respective time period for payment.

15 75. At all relevant times, California Labor Code section 204 was applicable to
16 Plaintiff's and all other Aggrieved Employees' employment by Defendants.

17 76. At all relevant times, subdivision (a) of the California Labor Code section 204
18 states that all wages, other than those mentioned in Sections 201 and 202, earned by any person
19 in any employment are due and payable twice during each calendar month, on days designated in
20 advance by the employer as the regular paydays.

21 77. At all relevant times, subdivision (b) of the California Labor Code section 204
22 states that all wages earned for labor in excess of the normal work period shall be paid no later
23 than the payday for the next regular payroll period.

24 78. During the relevant time period, Defendants intentionally and willfully failed to
25 pay Plaintiff and the other Aggrieved Employees all wages due to them within the specific pay
26 periods.

27 79. Through their policies and practices, Defendants' conduct violates California
28 Labor Code section 204.

1 g) Civil Penalties for Failure to Keep Complete and Accurate Records

2 80. Defendants violated Labor Code § 1174(d) by failing to keep complete and
3 accurate records for Plaintiff and the other aggrieved employees.

4 81. At all relevant times, subdivision (d) of the California Labor Code section 1174
5 was applicable to Plaintiff's and all other Aggrieved Employees' employment by Defendants.

6 82. At all relevant times, subdivision (d) of the California Labor Code section 1174
7 requires every person employing labor in California shall keep, at a central location in the state
8 or at the plants or establishments at which employees are employed, payroll records showing the
9 hours worked daily by and the wages paid to and these records shall be kept in accordance with
10 rules established for this purpose by the commission, but in any case shall be kept on file for not
11 less than three years.

12 83. During the relevant time period, Defendants failed to keep complete and accurate
13 payroll records. Among other things, Defendants failed to record all time worked by Plaintiff and
14 the other Aggrieved Employees.

15 84. Through their policies and practices, Defendants' conduct violates subdivision (d)
16 of the California Labor Code section 1174.

17 h) Civil Penalties for Violations for Failure to Reimburse Business Expenses

18 85. Defendants violated Labor Code § 2802 by failing to indemnify or reimburse
19 Plaintiff and the other aggrieved employees for reasonable and necessary business expenses.

20 86. Pursuant to Labor Code § 2802, Defendants were required to indemnify or
21 reimburse Plaintiff and the other Aggrieved Employees for all losses and expenses incurred in
22 the performance of their job duties.

23 87. Defendants failed to indemnify or reimburse Plaintiff and the other Aggrieved
24 Employees for expenses including but not limited to cellphone data, and mileage for use of their
25 personal vehicle.

26 88. Through their policies and practices, in failing to reimburse for all reasonable and
27 necessary expenses, Defendants' conduct violated Labor Code section 2802.

28 i) Civil Penalties for Violations of IWC Wage Order 14

1 89. Subdivision (c) of the California Labor Code section 1199 makes it a
2 misdemeanor, punishable by monetary fine, for employers that, among other things, violate the
3 provisions of the IWC Wage Orders. As described herein, Defendants violated the Wage Order
4 14 in many respects, including without limitation, failure to pay minimum wages, failure to pay
5 all required daily and weekly overtime hours, failure to accurately record all work periods,
6 including the beginning and ending of meal periods, and failure to provide duty-free meal and
7 rest periods. See IWC Wage Order 14-2001, §§ 3(A), 4, 7, 11, 12.

8 90. Defendants also violated Labor Code § 1198 by violating IWC Wage Order 14-
9 2001 with respect to Plaintiff and the other Aggrieved Employees.

10 j) Exhaustion of Administrative Remedies

11 91. On or about November 30, 2021, pursuant to California Labor Code section
12 2699.3, Plaintiff, through his counsel, on behalf of himself and all other Aggrieved Employees,
13 provided the California Labor and Workforce Development Agency, with written notice of the
14 specific provisions of the California Labor Code that are alleged to have been violated, including
15 the facts and theories to support such violations.

16 92. A copy of said notice was also posted to Defendants by certified mail pursuant to
17 the requirements of California Labor Code section 2699.3.

18 93. On or about February 8, 2022, Plaintiff and Defendants entered into a tolling
19 agreement to toll the limitations period on Plaintiff's representative PAGA claims.

20 94. On or about July 2, 2022, Plaintiff, through his counsel, on behalf of himself and
21 all other Aggrieved Employees, provided the California Labor and Workforce Development
22 Agency, with an amended PAGA notice, adding claims for violation of Labor Code section
23 2802.

24 95. A copy of said notice was also posted to Defendants pursuant to the requirements
25 of California Labor Code section 2699.3.

26 96. The LWDA has failed to notify Plaintiff of its intent to investigate these penalty
27 claims within sixty-five (65) days.

28 97. Thus, Plaintiff has exhausted his administrative remedies under PAGA's

1 California Labor Code section 2699.3(a)(2)(A).

2 98. Pursuant to PAGA, Plaintiff, in a representative capacity, is entitled to recover
3 civil penalties in connection with himself, and in connection with each and every allegedly
4 Aggrieved Employee of Defendants, for each and every pay period in which a California Labor
5 Code violation or IWC Wage Order violation occurred, in an amount according to proof at trial.

6 99. Plaintiff and the other Aggrieved Employees are also entitled to reasonable
7 attorney's fees and costs pursuant to Labor Code § 2699(g), which are respectfully requested, in
8 an amount to be proved according to law.

9 **PRAYER FOR RELIEF**

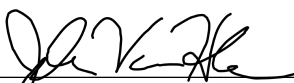
10 WHEREFORE, Plaintiff, individually and on behalf of all other Aggrieved Employees,
11 prays that judgment be entered against Defendants as follows:

12 **On the First Cause of Action**

- 13 1. For civil penalties owing Plaintiff, the other Aggrieved Employees, and the State
14 of California, pursuant to California Labor Code section 2698 *et seq.*;
- 15 2. For attorneys' fees, as allowable by statute;
- 16 3. For costs of suit incurred; and
- 17 4. For such further relief as the Court deems proper.

18
19 Dated: August 12, 2022

VAN HOOK LAW FIRM
THE BYRNE LAW GROUP

21 
22 John A. Van Hook
23 Adrian C. Byrne
24 Attorneys for Plaintiff Enrique Barajas
25 and all other Aggrieved Employees
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