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Superior Court Of California,
Sacramento
02/24/2022
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By _____, Deputy
Case Number:
34-2021-00311463

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individually and on behalf of similarly situated employees

**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

MIGUEL VILLARRUEL and JOSE
GALVAN, individually and on behalf of all
other similarly situated employees,

Plaintiffs,

vs.

GENERAL PRODUCE COMPANY, a
California Limited Partnership;
GENERAL PRODUCE CO., A
CALIFORNIA LIMITED PARTNERSHIP, a
California Limited Partnership;
GENERAL PRODUCE II, L.P., a California
Limited Partnership; GENERAL PRODUCE
COMPANY LTD, an unknown association;
and DOES 1 to 100, inclusive,

Defendants.

Case No. 34-2021-00311463

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

1. Failure to Pay Overtime Wages
2. Meal Period Violations
3. Rest Period Violations
4. Wage Statement Violations
5. Waiting Time Penalties
6. Unfair Competition
7. Private Attorneys General Act

DEMAND FOR JURY TRIAL

1 Plaintiffs MIGUEL VILLARRUEL and JOSE GALVAN ("Plaintiffs"), on behalf of
2 themselves and all other similarly situated employees, hereby file this Complaint against Defendants
3 GENERAL PRODUCE COMPANY, a California Limited Partnership; GENERAL PRODUCE CO.,
4 A CALIFORNIA LIMITED PARTNERSHIP, a California Limited Partnership; GENERAL
5 PRODUCE II, L.P., a California Limited Partnership; GENERAL PRODUCE COMPANY LTD, an
6 unknown association; and DOES 1 to 100, inclusive (hereinafter all collectively referred to as
7 "Defendants"). On information and belief, Plaintiffs allege the following:

8 **INTRODUCTION**

9 1. This is a class action and Private Attorneys General Act ("PAGA") lawsuit brought by
10 Plaintiffs for failure to provide overtime wages, meal and rest period violations, wage statement
11 violations, waiting time penalties, and unfair competition.

12 **JURISDICTION AND VENUE**

13 2. The Sacramento County Superior Court has jurisdiction in this matter pursuant to
14 California Code of Civil Procedure section 410.10 to determine alleged violations of the California
15 Labor Code, California Business and Professions Code, and Wage Order No. 13.

16 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a), and 395.5, in that
17 Defendants reside in Sacramento County. In addition, some of the wrongful acts and violations of law
18 asserted herein occurred within Sacramento County, and Defendants' obligation to pay wages arose in
19 Sacramento County pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414
20 (1984).

21 4. Plaintiffs sought permission pursuant to Labor Code section 2699 *et seq.* to pursue the
22 claims set forth in this Complaint against Defendants as a Private Attorney General on behalf of
23 themselves and other Aggrieved Employees. Pursuant to Labor Code section 2699.3, Plaintiffs gave
24 written notice via online submission to the Labor and Workforce Development Agency ("LWDA") on
25 approximately November 9, 2021. Plaintiffs provided facts and legal bases for his claims within the
26 notice to the LWDA on all violations asserted under the Private Attorneys General Act cause of action.
27 Plaintiffs submitted the \$75.00 filing fee. The November 9, 2021 notice was also sent via certified mail
28 to Defendants on the same day. Plaintiffs are informed and believe, that to date, the LWDA has not

1 provided any response to Plaintiffs' notice correspondence. Accordingly, Plaintiffs are informed and
2 believe that they have exhausted all administrative remedies pursuant to the Private Attorneys General
3 Act and may bring this action on behalf of themselves and all Aggrieved Employees. See Cal. Labor
4 Code § 2699.3(a)(2)(A), (c)(3); *Caliber Bodyworks, Inc. v. Sup. Ct.*, 134 Cal.App.4th 365, 383 n.18, 385
5 n.19 (2005). Aggrieved Employees includes all non-exempt employees who have, or continue to,
6 perform work for Defendants in California from November 9, 2020 to the present.

7 PARTIES

8 5. Plaintiff MIGUEL VILLARRUEL is an individual over the age of eighteen (18) and
9 is a resident of the State of California.

10 6. Plaintiff JOSE GALVAN is an individual over the age of eighteen (18) and is a
11 resident of the State of California.

12 7. On information and belief, Plaintiffs allege, GENERAL PRODUCE COMPANY, is
13 now and/or at all times mentioned in this Complaint was a California Limited Partnership and the
14 owner and operator of an industry, business and/or facility doing business in the State of California.

15 8. On information and belief, Plaintiffs allege, GENERAL PRODUCE CO., A
16 CALIFORNIA LIMITED PARTNERSHIP, is now and/or at all times mentioned in this Complaint
17 was a California Limited Partnership and the owner and operator of an industry, business and/or
18 facility doing business in the State of California.

19 9. On information and belief, Plaintiffs allege, GENERAL PRODUCE II, L.P., is now
20 and/or at all times mentioned in this Complaint was a California Limited Partnership and the owner
21 and operator of an industry, business and/or facility doing business in the State of California.

22 10. On information and belief, Plaintiffs allege, GENERAL PRODUCE COMPANY
23 LTD, is now and/or at all times mentioned in this Complaint was an unknown association and the
24 owner and operator of an industry, business and/or facility doing business in the State of California.

25 11. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
26 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
27 are liable for the actions herein alleged. Plaintiffs will seek to amend this Complaint to allege the true
28 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned

1 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
2 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
3 Plaintiffs.

4 12. At all times mentioned herein, each Defendant was the agent or employee of each of the
5 other Defendants and was acting within the course and scope of such agency or employment. The
6 Defendants are jointly and severally liable to Plaintiffs.

7 13. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
8 were members of and/or engaged in a joint employment, joint venture, partnership and common
9 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
10 joint venture, partnership and common enterprise.

11 14. Defendants, and each of them, now and/or at all times mentioned in this Complaint
12 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

13 15. Defendants proximately caused Plaintiffs to be subjected to the unlawful practices,
14 wrongs, complaints, injuries and/or damages alleged in this Complaint.

15 CLASS ALLEGATIONS

16 16. Plaintiffs bring the First through Sixth Causes of Action on behalf of themselves and
17 all others similarly situated as a class action pursuant to California Code of Civil Procedure section
18 382. The class which Plaintiffs seek to represent is composed of, and defined, as follows:

19 All non-exempt employees who have, or continue to, work for Defendants
20 in California from November 10, 2017 to the present.

21 17. This action has been brought and may be properly maintained as a class action,
22 pursuant to the provision of California Code of Civil Procedure section 382, because there is a well-
23 defined community of interests in the litigation and the proposed class is easily ascertainable.

24 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
25 is impracticable under the circumstances of this case. While the exact number of class
26 members is unknown to Plaintiffs at this time, Plaintiffs are informed and believe that
27 Defendants have employed as many as fifty (50) individuals falling within the above
28 stated class definition throughout the State of California during the applicable statute of

1 limitations, who were subjected to the policies and practices outlined in this Complaint.
2 As such, joinder of all members of the putative class is not practicable.

3 (b) Common Questions Predominate: Common questions of law and fact exist as to all
4 members of the putative class and predominate over questions that affect only individual
5 members of the class. These common questions of law and fact include, without
6 limitation, the following:

- 7 (1) Whether Defendants had a policy and practice to incorporate the value of non-
8 discretionary remuneration into putative class members' regular rates of pay for
9 the purpose of paying overtime wages and paid sick time;
- 10 (2) Whether Defendants authorized and permitted all meal periods;
- 11 (3) Whether Defendants authorized and permitted all rest periods;
- 12 (4) Whether as a result of Defendants' policies and practices Plaintiffs' and putative
13 class members received all wages, due and owing, at the time of their termination
14 or separation; and
- 15 (5) Whether Defendants provided Plaintiffs' and putative class members with wage
16 statements that complied with Labor Code section 226.

17 (c) Typicality: Plaintiffs' claims are typical of the claims of the members of the putative
18 class. The putative class also sustained damages arising out of Defendants' common
19 course of conduct in violation of the law as complained of herein. Additionally, Plaintiffs
20 and all members of the putative class were non-exempt employees who received
21 nondiscretionary remuneration and were not paid all overtime wages and paid sick time
22 due to incorrect calculations of their regular rates of pay and were not authorized and
23 permitted to take all meal and paid rest periods. These policies and practices resulted in
24 unpaid overtime wages, unpaid sick time, meal and rest period violations, wage statement
25 violations, waiting time penalties, and unfair competition. Additionally, Defendants
26 issued Plaintiffs and all members of the putative class wage statements that did not
27 comply with Labor Code section 226. As a result, Plaintiffs and each member of the
28

putative class will have suffered the same type of harm and seek the same type of recovery based on the same legal theories.

(d) Adequacy: Plaintiffs will fairly and adequately protect the interests of the members of the putative class. For all relevant times, Plaintiffs resided in California and worked for Defendants in California. Moreover, Plaintiffs are adequate representatives of the putative class as Plaintiffs have no interests that are adverse to those of putative class members. Additionally, Plaintiffs have retained counsel who has substantial experience in complex civil litigation and wage and hour matters.

(e) Superiority: A class action is superior to other available means for the fair and efficient adjudication of the controversy since individual joinder of all members of the putative class is impracticable. Class action treatment will permit a larger number of similarly situated persons to prosecute their common claims in a single forum simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would engender. Further, as damages suffered by each individual member of the class may be relatively small, the expenses and burden of the individual litigation would make it difficult or impossible for individual members of the class to redress the wrongs done to them, and an important public interest will be served by addressing the matter as a class action. The cost to the court system of adjudication of such individualized litigation would be substantial. Individualized litigation would also present the potential for inconsistent or contradictory judgments.

18. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

GENERAL ALLEGATIONS

19. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 18 as though fully set forth herein.

20. Defendants operate a business that packages and transports produce. Plaintiff Miguel Villarruel worked for Defendants from approximately 1996 to 2002 and then again from 2003 June 2021. Plaintiff Miguel Villarruel was a non-exempt, hourly employee until approximately June 2020

1 when Defendants misclassified him as salaried, exempt. Defendants did not change Plaintiff Miguel
2 Villarruel's job duties, schedule or authority when they reclassified him as a salaried employee.
3 Plaintiff Miguel Villarruel had no authority to hire, fire or provide write ups to Defendants' employees
4 and he spent the majority of his time doing manual labor alongside of the hourly employees. Plaintiff
5 Jose Galvan worked for Defendants from approximately 2008 to September 2021 as an hourly, non-
6 exempt employee.

7 21. Plaintiffs and similarly situated employees regularly worked ten (10) to twelve (12) hours
8 in a day or more and/or over forty (40) hours in a week. Plaintiffs and similarly situated employees
9 were also paid non-discretionary remuneration, such as incentives and bonuses for arriving on time to
10 work, packing a certain number of boxes of produce per day, and getting trucks out quickly with
11 produce without any delays. Defendants failed to incorporate the value of this non-discretionary
12 remuneration into Plaintiffs' and similarly situated employees' regular rates of pay for the purpose of
13 paying overtime wages and paid sick time.

14 22. Defendants did not authorize and permit Plaintiffs and similarly situated employees to
15 take all meal and rest periods owed to them. Plaintiff and similarly situated employees did not receive
16 all uninterrupted thirty (30) minute meal periods every five (5) hours and ten (10) minute rest periods
17 every four (4) hours or major fraction thereof. Defendants required Plaintiffs and similarly situated
18 employees to clock out before their fifth hour of work for meal periods regardless of whether they were
19 able to take a meal period at that time or not. Sometimes Plaintiffs and similarly situated employees
20 were able to take a meal period later in the day and other times meal periods were missed entirely or did
21 not last a full thirty (30) minutes. Additionally, Plaintiffs and similarly situated employees worked over
22 ten (10) or twelve (12) hours in a day without being authorized and permitted to take a second meal
23 period or third rest period. Defendants did not pay Plaintiffs and similarly situated employees missed
24 meal or rest period premiums.

25 23. As a result of Defendants' failure to pay Plaintiffs and similarly situated employees all
26 overtime wages, paid sick time, and meal and rest period premiums owed, the wage statements
27 Defendant issued were inaccurate. The paystubs Defendants issued did not itemize accurate regular and
28 overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate gross and net

1 wages earned. As a result, Plaintiffs and similarly situated employees were not able to determine the
2 total wages owed to them from their paystubs alone.

3 24. As of this date of this Complaint being filed, Defendants have not paid Plaintiffs and
4 similarly situated employees all overtime wages, paid sick time, and meal and rest period premiums
5 owed to them.

6 **CAUSES OF ACTION**

7 **FIRST CAUSE OF ACTION**
8 **FAILURE TO PAY OVERTIME WAGES**
9 **(As to all Defendants)**

10 25. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 24 as though fully
11 set forth herein.

12 26. During the period Plaintiffs were employed by Defendants, Defendants were required to
13 compensate Plaintiffs at one and one-half (1½) times the regular rate of pay for hours worked in excess
14 of eight (8) hours per day and/or forty (40) hours per week, and two (2) times the regular rate of pay for
15 hours worked in excess of twelve (12) hours per day. *See, e.g., IWC Wage Order No. 13, section*
16 *(3)(A); Cal. Lab. Code §§ 510, 1194.*

17 27. Plaintiffs and similarly situated employees worked in excess of eight (8) hours per day
18 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
19 Defendants failed to compensate Plaintiffs and similarly situated employees for all overtime hours due
20 to their failure to incorporate the value of nondiscretionary remuneration into employees' regular rates
21 of pay.

22 28. Plaintiffs and similarly situated employees were not exempt from overtime protections
23 employees under the California Wage Orders and Labor Code.

24 29. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees
25 have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to
26 the extent pertinent as if set forth here in full.

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SECOND CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(As to all Defendants)

30. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 29 as though fully set forth herein.

31. An employer must provide an employee a meal period in accordance with the applicable Wage Order, and California Labor Code sections 226.7 and 512.

32. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 13, section 11(A) require an employer to provide an uninterrupted meal period of not less than thirty (30) minutes for each work period of more than five (5) hours.

33. California Labor Code section 512 and Wage Order No. 4 section 11(B) further provide that employers may not employ employees for a work period for more than ten (10) hours per day without providing the employee with a second meal period of at least thirty (30) minutes. However, if the total hours worked is no more than twelve (12) hours, the second meal period may be waived so long as there was no waiver as to the first meal period. Employees are entitled to one (1) hour of pay at their regular rate of compensation for each meal period not provided.

34. Defendants employed Plaintiffs and similarly situated employees for periods of more than five (5) hours without providing meal breaks of at least thirty (30) minutes or a second meal period of at least thirty (30) minutes when Plaintiffs and similarly situated employees worked more than ten (10) hours or twelve (12) hours in a day. Defendants failed to allow Plaintiffs and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiffs and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiffs and similarly situated employees did not waive their rights to all meal periods throughout their employment.

35. Defendants further failed to pay Plaintiffs and similarly situated employees the applicable meal period premiums for any such missed meal breaks.

36. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

THIRD CAUSE OF ACTION
REST PERIOD VIOLATIONS
(As to all Defendants)

37. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 36 as though fully set forth herein.

38. An employer must provide an employee a rest period in accordance with the applicable Wage Order and California Labor Code section 226.7.

39. California Labor Code section 226.7 and Wage Order No. 13, section 12(A) require an employer to provide a rest period of not less than ten (10) minutes for each work period of more than four (4) hours or a major fraction thereof.

40. Plaintiffs allege that Defendants failed to authorize and permit Plaintiffs and similarly situated employees to take paid rest periods of at least ten (10) minutes for each work period that they worked more than four (4) hours or a major fraction thereof, including third rest breaks when Plaintiffs and similarly situated employees worked shifts longer than ten (10) or twelve (12) hours.

41. Defendants further failed to pay Plaintiffs and similarly situated employees the applicable rest period premiums for any such missed rest periods.

42. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

FOURTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(As to all Defendants)

43. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 42 as though fully set forth herein.

44. Pursuant to California Labor Code section 226(a), an employer must provide an itemized statement to an employee, semimonthly or at the time of each payment of wages, showing:

(1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated

1 and shown as one item, (5) net wages earned, (6) the inclusive dates of the
2 period for which the employee is paid, (7) the name of the employee and
3 the last four digits of his or her social security number or an employee
4 identification number other than a social security number, (8) the name
5 and address of the legal entity that is the employer and, if the employer is
6 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
7 name and address of the legal entity that secured the services of the
8 employer, and (9) all applicable hourly rates in effect during the pay
9 period and the corresponding number of hours worked at each hourly rate
10 by the employee. The deductions made from payment of wages shall be
11 recorded in ink or other indelible form, properly dated, showing the
12 month, day, and year, and a copy of the statement and the record of the
13 deductions shall be kept on file by the employer for at least three years at
14 the place of employment or at a central location within the State of
15 California.

16 45. Plaintiffs allege that Defendants intentionally and knowingly failed to provide an
17 itemized statement or failed to provide an accurate and complete itemized statement showing the
18 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
19 accurately itemize all applicable hourly rates in effect during the pay period, all overtime time hours
20 worked and corresponding rates of pay, and gross and net wages earned. Plaintiffs and similarly
21 situated employees suffered confusion over whether they received all wages owed and were
22 prevented from effectively challenging information on their wage statements.

23 46. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated
24 employees have been damaged as stated in the section below entitled "DAMAGES," which is
25 incorporated here to the extent pertinent as if set forth here in full.

26 **FIFTH CAUSE OF ACTION**
27 **WAITING TIME PENALTIES**
28 **(As to all Defendants)**

47. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 46 as though fully
set forth herein.

48. An employer must pay an employee who is terminated all unpaid wages immediately
upon termination. See Cal. Lab. Code § 201.

49. An employer must pay an employee who resigns all unpaid wages within seventy-two
(72) hours of their resignation. See Cal. Lab. Code § 202.

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50. Plaintiffs and similarly situated employees did not receive all wages, including overtime wages, paid sick time, and meal and rest period premiums at their termination or within the required time after their separation from employment.

51. An employer who willfully fails to pay an employee wages in accordance with California Labor Code sections 201 and/or 202 must pay the employee a waiting time penalty of up to thirty (30) days. See Cal. Lab. Code § 203.

52. Defendants knew of their obligation to pay Plaintiffs and similarly situated employees their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiffs and similarly situated employees were receiving nondiscretionary remuneration that was not incorporate into their regular rates of pay and putative class members' time records reflect meal period violations. Such conduct shows Defendants had knowledge of earned, but unpaid wages at the time of separation, yet Defendants still refused to pay the remaining wages owed.

53. As a proximate result of Defendants' conduct, Plaintiffs and similarly situated employees have been damaged and deprived of their wages and thereby seek their daily rate of pay multiplied by thirty (30) days for Defendants' failure to pay all wages due.

SIXTH CAUSE OF ACTION
UNFAIR COMPETITION
(As to all Defendants)

54. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 53 as though fully set forth herein.

55. Unfair competition shall mean and include any unlawful, unfair or fraudulent business act or practice and unfair, deceptive, untrue or misleading advertising and any act prohibited by Chapter 1 (commencing with Section 17500) of Part 3 of Division 7 of the Business and Professions Code. *See* California Business and Professions ("B&P") Code § 17200.

56. Plaintiffs and similarly situated employees were not paid all wages owed, including overtime wages, paid sick time and meal and rest period premiums during their employment or any time thereafter.

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1 57. Plaintiffs further allege that such actions and/or conduct constitute a violation of the
2 California Unfair Competition Law ("UCL") (Business and Professions Code 17200 *et seq.*) pursuant to
3 *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

4 58. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the
5 UCL (including B&P Code §17203), Plaintiffs and similarly situated employees are entitled to
6 restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code
7 sections 17203, 17208, violations of California Labor Code sections 226.7, 246, 510, 512, and 1194 all
8 in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this
9 Action.

10 **SEVENTH CAUSE OF ACTION**
11 **PRIVATE ATTORNEYS GENERAL ACT**
 (As to all Defendants)

12 59. Plaintiffs incorporate by reference and re-allege paragraphs 1 through 58 as though fully
13 set forth herein.

14 60. Plaintiffs have alleged to the Labor Commissioner that Defendants have violated the
15 following provisions of the Labor Code in their dealings with them and other Aggrieved Employees:

- 16 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 13, § 3 (Failure to Pay
17 Overtime Wages)
- 18 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage
19 Statements)
- 20 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- 21 • Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of
22 Work in Any Industrial Welfare Commission Order)
- 23 • Violation of Labor Code §§ 226.7, 512; IWC Wage Order 13, §§ 11(A) and 11(B)
24 (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- 25 • Violation of Labor Code § 226.7; IWC Wage Order 13, § 12(A) (Failure to Provide
26 Rest Periods or Pay Premiums in Lieu Thereof)
- 27 • Violation of Labor Code § 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

61. Plaintiffs seek civil penalties against Defendants as provided in the Labor Code, or, if no civil penalty is provided, default penalties pursuant to Labor Code section 2699(f)(2).

62. Plaintiffs seek these civil penalties from Defendants pursuant to Labor Code sections 2699(a) and 2699.3.

DAMAGES

WHEREFORE Plaintiffs request relief as follows:

1. A jury trial;
2. As to the First Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Interest for the wages due pursuant to California Labor Code section 1194;
 - c. For reasonable attorney's fees and costs incurred pursuant to California Labor Code section 1194;
3. As to the Second Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
4. As to the Third Cause of Action:
 - a. Wages in an amount to be proven at trial;
 - b. Attorney's fees, costs and interest pursuant to California Code of Civil Procedure section 1021.5;
5. As to the Fourth Cause of Action:
 - a. Penalties as provided for in Labor Code section 226, including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which the violation occurred and one hundred dollars (\$100.00) per employee for each violation in the subsequent pay periods, but not to exceed four thousand dollars (\$4,000.00);
 - b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section 226(e);

6. As to the Seventh Cause of Action:

- a. For civil penalties as provided for in the Labor Code for each enumerated violation in an amount to be proven at trial;
- b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699; and
- d. For any other remedies as allowed by law and/or deemed appropriate by the Court.

7. For such other and further relief as this Court may deem just and proper, including, but not limited to:

- a. Wages as proved at trial;
- b. Injunctive and Declaratory relief;
- c. Attorney's fees and costs as provided for by law; and
- d. Interest.

Dated:

Shimoda & Rodriguez Law, PC

By: _____



Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorneys for Plaintiffs