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6 individually and on behalf of all other similarly situated employees
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ELECTRONICALLY FILED
by
Superior Court of California
County of Yuba
on 5/11/2022
by C Rodriguez

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

RAFAEL GUEVARA SANCHEZ,
individually and on behalf of all other
similarly situated employees,

Plaintiff,

vs.

DANNA FARMS INC., a California
Corporation; and DOES 1 to 100, inclusive,
Defendants.

Case No. CVCV21-01213

CLASS ACTION

**FIRST AMENDED COMPLAINT FOR
DAMAGES:**

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

DEMAND FOR JURY TRIAL

1
2 Plaintiff RAFAEL GUEVARA SANCHEZ ("Plaintiff"), on behalf of himself and all other
3 similarly situated employees, hereby files this First Amended Complaint against Defendants
4 DANNA FARMS INC., a California Corporation; and DOES 1 to 100, inclusive (hereinafter all
5 collectively referred to as "Defendants"). On information and belief, Plaintiff alleges the following:

6 **INTRODUCTION**

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

10 **JURISDICTION AND VENUE**

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

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

18 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
19 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
20 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
21 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
22 ("LWDA") on approximately December 22, 2021. Plaintiff provided facts and legal bases for his claims
23 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
24 of action. Plaintiff also submitted the \$75.00 filing fee. The December 22, 2021, notice was also sent
25 via certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
26 Plaintiff's notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies
27 pursuant to the PAGA and may bring this action on behalf of himself and all similarly situated
28 employees, *i.e.* Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A), (c)(3); *Caliber*

1 *Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005). Aggrieved Employees
2 include, but are not limited to the following: all nonexempt employees who have or continue to work for
3 Defendant in California.

4 PARTIES

5 5. RAFAEL GUEVARA SANCHEZ is an individual over the age of eighteen (18) and
6 is a resident of the State of California.

7 6. On information and belief, Plaintiff alleges, DANNA FARMS INC., is now and/or at
8 all times mentioned in this Complaint was a California Corporation and the owner and operator of an
9 industry, business and/or facility doing business in the State of California.

10 7. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
11 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
12 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
13 names and capacities of these DOE Defendants when they are ascertained. At all times mentioned
14 herein, each Defendant was the agent or employee of each of the other Defendants and was acting within
15 the course and scope of such agency or employment. The Defendants are jointly and severally liable to
16 Plaintiff.

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

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

23 10. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
24 wrongs, complaints, injuries and/or damages alleged in this Complaint.

25 CLASS ALLEGATIONS

26 11. Plaintiff brings the First through Eighth Causes of Action on behalf of himself and all
27 others similarly situated as a class action pursuant to California Code of Civil Procedure section 382.
28 The class which Plaintiff seeks to represent is composed of, and defined, as follows:

1 All non-exempt employees who have or continue to work for Defendants
2 in California from December 22, 2017, to the present.

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

6 (a) Numerosity: The putative class is so numerous that the individual joinder of all members
7 is impracticable under the circumstances of this case. While the exact number of class
8 members is unknown to Plaintiff at this time, Plaintiff is informed and believes that
9 Defendants have employed as many as fifty (50) individuals falling within the above
10 stated class definition throughout the State of California during the applicable statute of
11 limitations, who were subjected to the policies and practices outlined in this Complaint.
12 As such, joinder of all members of the putative class is not practicable.

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

- 17 (1) Whether Defendants had a policy and practice of not paying Plaintiff and putative
18 class members for all hours worked;
19 (2) Whether Defendants had a policy and practice of not paying Plaintiff and putative
20 class members all overtime wages due;
21 (3) Whether Defendants authorized and permitted all meal periods;
22 (4) Whether Defendants authorized and permitted all rest periods;
23 (5) Whether, as a result of Defendants' policies and practices, Plaintiff and putative
24 class members received all reimbursements owed;
25 (6) Whether as a result of Defendants' policies and practices Plaintiff's and putative
26 class members received all wages, due and owing, at the time of their termination
27 or separation; and
28

1 (7) Whether Defendants provided Plaintiff's and putative class members with wage
2 statements that complied with Labor Code section 226.

3 (c) Typicality: Plaintiff's claims are typical of the claims of the members of the putative
4 class. The putative class also sustained damages arising out of Defendants' common
5 course of conduct in violation of the law as complained of herein. Plaintiff and all
6 members of the putative class were non-exempt employees who were not paid for all
7 hours worked, all overtime wages due, and all meal and rest period penalties owed.
8 Plaintiff and similarly situated employee were also not paid reimbursements for the use
9 of their personal phones, tools, and vehicles for work purposes. Additionally, Defendants
10 issued Plaintiff and all members of the putative class wage statements that did not comply
11 with Labor Code section 226. As a result, Plaintiff and each member of the putative class
12 will have suffered the same type of harm and seek the same type of recovery based on the
13 same legal theories.

14 (d) Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the
15 putative class. For all relevant times, Plaintiff resided in California and worked for
16 Defendants in California. Moreover, Plaintiff is an adequate representative of the
17 putative class as Plaintiff has no interests that are adverse to those of putative class
18 members. Additionally, Plaintiff has retained counsel who has substantial experience in
19 complex civil litigation and wage and hour matters.

20 (e) Superiority: A class action is superior to other available means for the fair and efficient
21 adjudication of the controversy since individual joinder of all members of the putative
22 class is impracticable. Class action treatment will permit a larger number of similarly
23 situated persons to prosecute their common claims in a single forum simultaneously,
24 efficiently, and without the unnecessary duplication of effort and expense that numerous
25 individual actions would engender. Further, as damages suffered by each individual
26 member of the class may be relatively small, the expenses and burden of the individual
27 litigation would make it difficult or impossible for individual members of the class to
28 redress the wrongs done to them, and an important public interest will be served by

1 addressing the matter as a class action. The cost to the court system of adjudication of
2 such individualized litigation would be substantial. Individualized litigation would also
3 present the potential for inconsistent or contradictory judgments.

4 13. Plaintiff is unaware of any difficulties that are likely to be encountered in the
5 management of this action that would preclude its maintenance as a class action.

6 **GENERAL ALLEGATIONS**

7 14. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 13 as though fully
8 set forth herein.

9 15. Defendants operate a farm in that grows fruits, vegetables, and walnuts for domestic and
10 international markets and employed 26 or more individuals at any given time. Plaintiff worked for
11 Defendants from approximately January 2011 to May 26, 2021, as a mechanic and non-exempt, hourly
12 employee.

13 16. Plaintiffs and similarly situated employees regularly worked ten (10) to twelve (12) hours
14 in a day or more and/or over forty (40) hours in a week. Plaintiff and similarly situated employees,
15 however, were not paid all the overtime and double time pay that was owed to them. This included, but
16 is not limited to, failing to pay daily and or weekly overtime in accordance with the schedule outlined in
17 Wage Order 14 for employers with 26 or more employees. Plaintiff and Aggrieved Employees worked
18 in excess of the daily and/or weekly maximum hours without being paid all overtime wages owed for
19 those hours.

20 17. Plaintiff and similarly situated employees were also not paid all minimum wages and
21 overtime owed to them due to managers and supervisors making unauthorized reductions to the hours
22 worked by Plaintiff and similarly situated employees. Specifically, Plaintiff and Aggrieved would write
23 their hours on a notepad and provide it to management. Management would then transfer the hours into
24 the time keeping system. In this process, management would consistently cut Plaintiff's and similarly
25 situated employees' hours when they disagreed with the documented time worked. Management would
26 further not account for time Plaintiff and similarly situated employees would spend prepping the farm
27 equipment for the day, or time worked during meal and rest breaks. As a result of these practices,
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1 Plaintiff and similarly situated employees were not paid wages for all hours worked and did not receive
2 the proper accrual of sick leave hours.

3 18. Defendants further did not authorize and permit Plaintiffs and similarly situated
4 employees to take all meal and rest periods owed to them. Plaintiff and similarly situated employees did
5 not receive all uninterrupted thirty (30) minute meal periods every five (5) hours and ten (10) minute
6 rest periods every four (4) hours or major fraction thereof. In fact, when Plaintiff and similarly situated
7 employees did try and take their meal and rest breaks, they would frequently get interrupted by
8 management to complete tasks and be forced to abandon their breaks or not take them at all.
9 Additionally, Plaintiffs and similarly situated employees worked over ten (10) or twelve (12) hours in a
10 day without being authorized and permitted to take a second meal period or third rest period.

11 Defendants did not pay Plaintiffs and similarly situated employees missed meal or rest period premiums.

12 19. Finally, Plaintiff and similarly situated employees were required to use their personal
13 phones, vehicles and tools and equipment for work purposes and were not reimbursed for this use. For
14 instance, employees were often required to drive their own vehicles to different fields to complete their
15 work and were not reimbursed for this mileage. Additionally, Plaintiff and similarly situated employees
16 would frequently use their cell phones to communicate with management when they were on the farm,
17 as well as use some of their own tools to complete the tasks required.

18 20. As a result of Defendants' failure to pay Plaintiffs and similarly situated employees all
19 minimum wages, overtime wages, and meal and rest period premiums owed, the wage statements
20 Defendants issued were inaccurate. The wage statements Defendants issued did not itemize accurate
21 regular and overtime rates of pay, accurate missed meal and rest period premiums owed, and accurate
22 gross and net wages earned. As a result, Plaintiffs and similarly situated employees were not able to
23 determine the total wages owed to them from their paystubs alone.

24 21. To date, Defendants have not paid Plaintiffs and similarly situated employees all
25 overtime wages, paid sick time, and meal and rest period premiums owed to them.

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1 **CAUSES OF ACTION**

2 **FIRST CAUSE OF ACTION**
3 **FAILURE TO PAY OVERTIME WAGES**
4 **(As to all Defendants)**

5 22. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 21 as though fully
6 set forth herein.

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

12 24. Plaintiff and similarly situated employees worked in excess of eight (8) hours per day
13 and/or forty (40) hours per week on several occasions while employed by Defendants. However,
14 Defendants failed to compensate Plaintiff and similarly situated employees for all overtime hours
15 worked at their regular rate of pay.

16 25. Plaintiff and similarly situated employees were not exempt from overtime protections
17 employees under the California Wage Orders and Labor Code.

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

21 **SECOND CAUSE OF ACTION**
22 **FAILURE TO PAY MINIMUM WAGES**
23 **(As to all Defendants)**

24 27. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 26 as though fully
25 set forth herein.

26 28. For the period preceding the filing of this Complaint, Defendants were required to
27 compensate Plaintiff and similarly situated employees with at least California's applicable minimum for
28 every hour worked. *See* MW-Order 2019; IWC Wage Order, No. 14, section 4(A); Cal. Lab. Code §
1194.

29. Plaintiff was not exempt to the State's Minimum Wage Order. Defendants aware of their obligation to pay the minimum wage for each hour worked but failed to do so.

30. As a proximate result of Defendants' conduct, Plaintiff 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
MEAL PERIOD VIOLATIONS
(As to all Defendants)

31. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 30 as though fully set forth herein.

32. 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.

33. California Labor Code sections 226.7 and 512 and IWC Wage Order No. 14, 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.

34. California Labor Code section 512 and Wage Order No. 14 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.

35. Defendants employed Plaintiff 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 Plaintiff and similarly situated employees worked more than ten (10) hours in a day. Defendants also failed to allow Plaintiff and similarly situated employees to take their first meal period before the completion of their fifth hour of work and failed to allow Plaintiff and similarly situated employees to take their second meal period before the completion of their tenth hour of work. Plaintiff and similarly situated employees did not waive their rights to all meal periods throughout their employment.

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

37. As a proximate result of Defendants' conduct, Plaintiff 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
REST PERIOD VIOLATIONS
(As to all Defendants)

38. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 37 as though fully set forth herein.

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

40. California Labor Code section 226.7 and Wage Order No. 14, 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.

41. Plaintiff alleges that Defendants failed to authorize and permit Plaintiff 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.

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

43. As a proximate result of Defendants' conduct, Plaintiff 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.

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

44. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 43 as though fully set forth herein.

45. 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 (1) gross wages earned, (2) total hours worked by the employee, except for
2 any employee whose compensation is solely based on a salary and who is
3 exempt from payment of overtime under subdivision (a) of Section 515 or
4 any applicable order of the Industrial Welfare Commission, (3) the
5 number of piece-rate units earned and any applicable piece rate if the
6 employee is paid on a piece-rate basis, (4) all deductions, provided that
7 all deductions made on written orders of the employee may be aggregated
8 and shown as one item, (5) net wages earned, (6) the inclusive dates of the
9 period for which the employee is paid, (7) the name of the employee and
10 the last four digits of his or her social security number or an employee
11 identification number other than a social security number, (8) the name
12 and address of the legal entity that is the employer and, if the employer is
13 a farm labor contractor, as defined in subdivision (b) of Section 1682, the
14 name and address of the legal entity that secured the services of the
15 employer, and (9) all applicable hourly rates in effect during the pay
16 period and the corresponding number of hours worked at each hourly rate
17 by the employee. The deductions made from payment of wages shall be
18 recorded in ink or other indelible form, properly dated, showing the
19 month, day, and year, and a copy of the statement and the record of the
20 deductions shall be kept on file by the employer for at least three years at
21 the place of employment or at a central location within the State of
22 California.

23 46. Plaintiff alleges that Defendants intentionally and knowingly failed to provide an
24 itemized statement or failed to provide an accurate and complete itemized statement showing the
25 requirements set forth in California Labor Code section 226(a). Specifically, Defendants did not
26 accurately itemize all applicable hourly rates in effect during the pay period, all regular, overtime
27 and double time hours worked and corresponding rates of pay, and gross and net wages earned. The
28 paystubs also did not accurately itemize Plaintiff's and similarly situated employees' total hours
29 worked due to Defendants' policy of not paying for all hours worked. Plaintiff and similarly situated
30 employees were not able to promptly and easily determine their total hours worked from their
31 paystubs alone. Additionally, Plaintiff and similarly situated employees suffered confusion over
32 whether they received all wages owed and were prevented from effectively challenging information
33 on their wage statements.

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

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SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(As to all Defendants)

48. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 47 as though fully set forth herein.

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

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

51. Plaintiff and similarly situated employees did not receive all wages, including minimum and overtime wages, meal and rest period premiums, or all sick leave pay owed at their termination or within the required time after their separation from employment.

52. 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.

53. Defendants knew of their obligation to pay Plaintiff's and similarly situated employees' their final wages when their employment terminated. Indeed, Defendants had knowledge that Plaintiff and similarly situated employees were not paid for all regular and overtime hours worked although the hours Plaintiff worked were accurately reflected on his timecards. 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.

54. As a proximate result of Defendants' conduct, Plaintiff 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.

SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE EXPENSES
(As to all Defendants)

55. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 54 as though fully set forth herein.

56. California Labor Code section 2802(a) states that “An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

57. Defendants required Plaintiff and similarly situated employees to use their personal phones, tools and vehicles for work purposes but failed to reimburse them for such use.

58. As a proximate result of Defendants' conduct, Plaintiff 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.

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

59. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 58 as though fully set forth herein.

60. 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.

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

62. Plaintiff further alleges that such actions and/or conduct constitute a violation of the California Unfair Competition Law (“UCL”) (Business and Professions Code 17200 *et seq.*) pursuant to *Cortez v. Purolator Air Filtration Products Co.*, 23 Cal. 4th 163 (2000).

63. As a direct and legal result of the Defendants' conduct, as alleged herein, pursuant to the UCL (including B&P Code §17203), Plaintiff and similarly situated employees are entitled to restitution, including, but not limited to, interest and penalties pursuant to Business & Professions Code

sections 17203, 17208, violations of California Labor Code sections 226.7, 510, 512, and 1194 all in an amount as yet unascertained but subject to proof at trial, for four (4) years from the filing of this Action.

NINTH OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(As to all Defendants)

64. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 63 as though fully set forth herein.

65. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the following provisions of the Labor Code in their dealings with Plaintiff and other similarly situated current and former employees:

- Violation of Labor Code §§ 510, 1194; IWC Wage Order 14, § 3 (Failure to Pay Overtime Wages)
- Violation of Labor Code §§ 1194, 1197.1; IWC Wage Order 14, § 4 (Failure to Pay Minimum Wages)
- Violation of Labor Code § 226.7, 512 and Wage Order No. 14, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 14, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)
- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 226.3, 1174 (Failure to Maintain Accurate Records)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)

66. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

67. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

68. As a proximate result of Defendants' conduct, Plaintiff 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.

DAMAGES

WHEREFORE Plaintiff requests 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. 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;
 - d. Liquidated damages pursuant to California Labor Code section 1194.2;
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. 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;

1 6. As to the Fifth Cause of Action:

- 2 a. Penalties as provided for in Labor Code section 226, including the greater of all
3 actual damages or fifty dollars (\$50.00) for the initial pay period in which the
4 violation occurred and one hundred dollars (\$100.00) per employee for each
5 violation in the subsequent pay periods, but not to exceed four thousand dollars
6 (\$4,000.00);
- 7 b. For reasonable attorney's fees and costs incurred pursuant to Labor Code section
8 226(e);

9 7. As to the Seventh Cause of Action:

- 10 a. An amount to be proven at trial;
- 11 b. For attorney's fees, interest, and costs pursuant to Labor Code section 2802(c);

12 8. As to the Ninth Cause of Action:

- 13 a. For civil penalties as provided in the Labor Code for each enumerated
14 violation;
- 15 b. For those Labor Code sections where there is no civil penalty provided for their
16 violation, the default penalty provided in Labor Code section 2699(f): for any
17 initial violation, one hundred dollars (\$100) for each aggrieved employee per pay
18 period; For any subsequent violation, two hundred dollars (\$200) for each
19 aggrieved employee per pay period;
- 20 c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699;
- 21 d. For any other remedies as allowed by law and/or deemed appropriate by the
22 Court;

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

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

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Dated: March 17, 2022

Shimoda & Rodriguez Law, PC

By:


Galen T. Shimoda
Justin P. Rodriguez
Attorneys for Plaintiff

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Caitlyn A. Lopez, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On March 17, 2022, I served the following documents on the party below:

- 9 • Stipulation and [Proposed] Order Granting Plaintiff Leave to File an Amended
10 Complaint

11 Faith L. Driscoll (SBN: 291486)
12 Ronald H. Barsamian (SBN: 81531)
13 Patrick S. Moody (SBN: 156928)
14 Barsamian & Moody
15 1141 West Shaw Avenue Ste. 104
Fresno, CA 93711
Phone: (559) 248-2360
Facsimile: (559) 248-2370
Email: fdiscoll@theemployerslawfirm.com
ronbarsamian@aol.com
pmoody@theemployerslawfirm.com
laborlaw@theemployerslawfirm.com

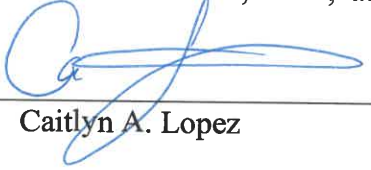
16 [XXX] [By Mail] I am familiar with my employer's practice for the collection and
17 processing of correspondence for mailing with the United States Postal
18 Service and that each day's mail is deposited with the United States Postal
19 Service that same day in the ordinary course of business. On the date set
20 forth above, I served the aforementioned document(s) on the parties in
said action by placing a true copy thereof enclosed in a sealed envelope
with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Elk Grove, California, addressed
as set forth above.

21 [] [By Personal Service] By personally delivering a true copy thereof to the
22 office of the addressee above.

23 [] [By Electronic Mail] I e-mailed the documents(s) to the person(s) shown
24 above. No error was reported by the e-mail service that I used.

25 [] [By Overnight Courier] By causing a true copy and/or original thereof to
26 be personally delivered via the following overnight courier service: UPS.

27 I declare under penalty of perjury under the laws of the State of California that the foregoing
28 is true and correct, and that this declaration was executed on March 17, 2022, at Elk Grove,
California.


Caitlyn A. Lopez

1 *Guevara Sanchez v. Danna Farms Inc.*
2 *Yuba County Superior Court of California, Case No. CVCV21-01213*

3 **PROOF OF SERVICE — CCP §§ 1013a and 2015.5**
4 **and California Rules of Court, Rule 1.21 and Rule 2.150**

5 I, Elias Tapia, declare that:

6 I am a citizen of the United States and am over the age of eighteen years and not a party to
7 the within above-entitled action.

8 On May 11, 2022, I served the following documents on the party below:

- 9 • First Amended Complaint for Damages

10 Faith L. Driscoll (SBN: 291486) 11 Ronald H. Barsamian (SBN: 81531) 12 Patrick S. Moody (SBN: 156928) 13 Barsamian & Moody 14 1141 West Shaw Avenue Ste. 104 15 Fresno, CA 93711 16 Phone: (559) 248-2360 17 Facsimile: (559) 248-2370 18 Email: fdriscoll@theemployerslawfirm.com 19 ronbarsamian@aol.com 20 pmoody@theemployerslawfirm.com 21 laborlaw@theemployerslawfirm.com	
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22 [] [By Mail] I am familiar with my employer's practice for the collection and
23 processing of correspondence for mailing with the United States Postal
24 Service and that each day's mail is deposited with the United States Postal
25 Service that same day in the ordinary course of business. On the date set
26 forth above, I served the aforementioned document(s) on the parties in
27 said action by placing a true copy thereof enclosed in a sealed envelope
28 with postage thereon fully prepaid, for collection and mailing on this date,
following ordinary business practices, at Elk Grove, California, addressed
as set forth above.

[] [By Personal Service] By personally delivering a true copy thereof to the
office of the addressee above.

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above. No error was reported by the e-mail service that I used.

[] [By Overnight Courier] By causing a true copy and/or original thereof to
be personally delivered via the following overnight courier service: UPS.

25 I declare under penalty of perjury under the laws of the State of California that the foregoing
26 is true and correct, and that this declaration was executed on May 11, 2022, at Elk Grove,
27 California.

28 
Elias Tapia