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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **COUNTY OF SACRAMENTO – GORDON D. SCHABER COURTHOUSE**

10 SHELBY L. HIGLEY and JOHN REID
11 BARNETT individually, and on behalf of all
others similarly situated,

12 Plaintiffs,

13 v.

14 TRACTOR SUPPLY COMPANY, a Delaware
corporation; and DOES 1 through 10, inclusive,

15 Defendants.
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Case No.: 34-2022-00326421-CU-OE-GDS
*Assigned for all purposes to Kenneth C.
Mennemeier, Department 38*

REPRESENTATIVE ACTION

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

*Filed as a matter of right pursuant to California
Code of Civil Procedure Section 472.*

PAGA Notice, Case No.

LWDA-CM-863862-22:

January 20, 2022

Action Filed:

September 8, 2022

Responsive Pleading Filed:

None to Date

Trial Date:

None Set

BY FAX

TABLE OF CONTENTS

FIRST AMENDED COMPLAINT	1
INTRODUCTION & PRELIMINARY STATEMENT	1
THE PARTIES	2
A. Plaintiffs	2
B. Defendants	3
PAGA REPRESENTATIVE ALLEGATIONS	4
ADDITIONAL FACTUAL ALLEGATIONS	8
Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked	8
Against all Defendants for Failure to Pay Overtime Wages	10
Against All Defendants for Failure to Provide Meal Periods	12
Against All Defendants for Failure to Authorize and Permit Rest Periods	13
Against All Defendants for Failure to Indemnify Necessary Business Expenses	14
Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties	15
Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage Records	16
FIRST CAUSE OF ACTION	18
PRAYER FOR RELIEF	20

1 **FIRST AMENDED COMPLAINT**

2 Plaintiff SHELBY L. HIGLEY and Plaintiff JOHN REID BARNETT (“Plaintiffs”) bring this
3 first amended complaint “filed without leave of the court at any time before the answer, demurrer, or
4 motion to strike is filed” pursuant to Code of Civil Procedure Section 472(a) because no answer,
5 demurrer, or motion has been filed in response to Plaintiff Higley’s initial pleading, based upon facts
6 that either have evidentiary support or are likely to have evidentiary support after a reasonable
7 opportunity for further investigation and discovery and alleges as follows:

8 **INTRODUCTION & PRELIMINARY STATEMENT**

9 1. Plaintiffs bring this representative action case on behalf of themselves and other aggrieved
10 current and former non-exempt employees, who worked in the State of California for Defendants
11 TRACTOR SUPPLY COMPANY and Does 1 through 10 (Defendants are collectively referred to as
12 “Defendants”) for California Labor Code violations and unfair business practices stemming from
13 Defendants’ failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods,
14 failure to authorize and permit rest periods, failure to maintain accurate records of hours worked and meal
15 periods, failure to timely pay all wages to terminated employees, failure to indemnify necessary business
16 expenses, and failure to furnish accurate wage statements, for which Plaintiffs seeks penalties, injunctive
17 relief, interest, attorneys’ fees and costs, and all other legal and equitable remedies within the scope of
18 California Labor Code §§ 2698, *et seq* (“PAGA”) and deemed just and proper under California law.

19 2. Plaintiffs bring this PAGA cause of action as a representative action under the California
20 Private Attorneys General Act (“PAGA”) to recover civil penalties that are owed to Plaintiffs, the State
21 of California, and past and present non-exempt, hourly-paid employees of Defendants who worked in
22 California during the applicable statute of limitations period (hereinafter referred to as the “Aggrieved
23 Employees”).

24 3. Defendants own/owned and operate/operated an industry, business, and establishment
25 within the State of California, including Sacramento County. As such, and based upon all the facts and
26 circumstances incident to Defendants’ business in California, Defendants are subject to the California
27 Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”).

28 4. Despite these requirements, throughout the statutory period Defendants maintained a

1 systematic, company-wide policy and practice of:

- 2 a. Failing to pay employees for all hours worked, including all minimum wages, and
- 3 overtime wages in compliance with the California Labor Code and IWC Wage
- 4 Orders;
- 5 b. Failing to provide employees with timely and duty-free meal periods in compliance
- 6 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
- 7 records of all meal periods taken or missed, and failing to pay an additional hour's
- 8 pay for each workday a meal period violation occurred;
- 9 c. Failing to authorize and permit employees to take timely and duty-free rest periods
- 10 in compliance with the California Labor Code and IWC Wage Orders, and failing
- 11 to pay an additional hour's pay for each workday a rest period violation occurred;
- 12 d. Failing to indemnify employees for necessary business expenses incurred;
- 13 e. Willfully failing to pay employees all minimum wages, overtime wages, meal
- 14 period premium wages, and rest period premium wages due within the time period
- 15 specified by California law when employment terminates; and
- 16 f. Failing to maintain accurate records of the hours that employees worked, and
- 17 g. Failing to provide employees with accurate, itemized wage statements containing
- 18 all the information required by the California Labor Code and IWC Wage Orders.

19 5. On information and belief, Defendants, each on actual and constructive notice of the
20 improprieties alleged herein, intentionally refused to rectify their unlawful policies. Defendants'
21 violations, as alleged above, during all relevant times herein were willful and deliberate.

22 6. At all relevant times, Defendants were and are legally responsible for all of the unlawful
23 conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs
24 as the employer of Plaintiffs and Aggrieved Employees. Further, Defendants are responsible for each of
25 the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

26 **THE PARTIES**

27 **A. Plaintiffs**

28 7. Plaintiff Shelby H. Higley is a California resident that worked for Defendants in the County

1 of Sacramento, State of California, as team member from approximately February 2021 to June 2021.

2 8. Plaintiff John Reid Barnett is a California resident that worked for Defendants primarily in
3 the County of Kern, State of California, as an assistant store manager from approximately April 2017 to
4 November 2021.

5 9. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if
6 necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and*
7 *Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

8 **B. Defendants**

9 10. Plaintiffs are informed and believe, and based upon that information and belief allege, that
10 Defendant TRACTOR SUPPLY COMPANY, is:

- 11 a. A Delaware corporation with its principal place of business in Sacramento,
12 California.
- 13 b. A business entity conducting business in numerous counties throughout the State
14 of California, including in Sacramento County; and
- 15 c. The former employer of Plaintiff, and the current and/or former employer of the
16 putative Class. Defendants suffered and permitted Plaintiff and Aggrieved
17 Employees to work, and/or controlled their wages, hours, or working conditions.

18 11. Plaintiffs do not currently know the true names or capacities of the persons or entities sued
19 herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the
20 Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, the Class,
21 and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true
22 names and capacities of these Defendants when they have been ascertained, together with appropriate
23 charging allegations, as may be necessary.

24 12. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of
25 them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a
26 significant number of the Plaintiffs and Aggrieved Employees in the State of California.

27 13. Plaintiffs are informed and believe and thereon allege that at all relevant times each
28 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other

employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

PAGA REPRESENTATIVE ALLEGATIONS

14. Plaintiff Higley is a California resident who worked for Defendants in the County of Sacramento, State of California, as team member from approximately February 2021 to June 2021. During the statutory period, Defendants classified Plaintiff Higley as non-exempt from California's overtime requirements and paid Plaintiff Higley an hourly wage.

15. Plaintiff Higley has exhausted administrative remedies pursuant to California Labor Code § 2699.3. On January 20, 2022, Plaintiff Higley gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff Higley and certain current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff Higley also paid the filing fee. Plaintiff Higley's PAGA case number is LWDA-CM-863862-22. More than 65 days have elapsed since Plaintiff Higley provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff Higley may commence a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

16. Plaintiff Barnett is a California resident who worked for Defendants primarily in the County of Kern, State of California, as an assistant store manager from approximately April 2017 to

1 November 2021. During the statutory period, Defendants classified Plaintiff Barnett as non-exempt from
2 California's overtime requirements and paid Plaintiff Barnett an hourly wage.

3 17. On November 3, 2022, Plaintiff Barnett gave written notice by online filing to the Labor
4 and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the
5 Labor Code that Defendants have violated against Plaintiff Barnett and certain current and former
6 aggrieved employees, including the facts and theories to support the violations. Plaintiff Barnett also paid
7 the filing fee. Plaintiff Barnett's PAGA case number is LWDA-CM-917710-22. While not more than 65
8 days have elapsed since Plaintiff Barnett provided notice, Plaintiff Barnett is an aggrieved employee, who
9 is aware of Plaintiff Highley's PAGA case, Case No. LWDA-CM-863862-22, and is aware the Labor and
10 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code
11 violations discussed in Plaintiff Highley's notice. Accordingly, Plaintiff Barnett qualifies as an aggrieved
12 employee, whose allegations are being adjudicated now, and who wishes to assist Plaintiff Highley's
13 efforts to vindicate California's rights. (*See Williams v. Superior Court* (2017) 3 Cal.5th 531, 548.) Hence,
14 Plaintiff Barnett may commence a civil action to recover penalties under Labor Code § 2699, pursuant to
15 § 2699.3, for the violations of the Labor Code described in this Complaint as a participant in the existing
16 action or alternatively as an independent action when 65 days lapse from Plaintiff Barnett's notice. These
17 penalties include, but are not limited to, penalties under California Labor Code §§ 1194, 2802, 226, and
18 2699(f)(2).

19 18. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours worked
20 (including minimum wages and overtime wages), failed to provide Plaintiffs with uninterrupted meal
21 periods, failed to authorize and permit Plaintiffs to take uninterrupted rest periods, failed to indemnify
22 Plaintiffs for necessary business expenses, failed to timely pay all final wages to Plaintiffs when
23 Defendants terminated Plaintiffs' employment, and failed to furnish accurate wage statements to
24 Plaintiffs. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

25 19. Throughout the statutory period, Defendants maintained a policy and practice of not paying
26 Plaintiffs and Aggrieved Employees for all hours worked, including all overtime wages. Defendants
27 regularly use a system of time rounding in a manner that resulted, over a period of time, in failing to
28 compensate Plaintiffs and Aggrieved Employees properly for all the time they have actually worked, even

1 though the realities of Defendants' operations are such that it is possible, practical, and feasible to count
2 and pay for work time to the minute. As a result, Defendants frequently paid Plaintiffs and Aggrieved
3 Employees less than all their work time, some of which should have been paid at the overtime rate. In
4 maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of
5 the hours Plaintiffs and Aggrieved Employees worked.

6 20. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiffs
7 and Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but not always,
8 required Plaintiffs, the Class, and the Aggrieved Employees to work in excess of five consecutive hours a
9 day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours
10 of work, or without compensating Plaintiffs and Aggrieved Employees for meal periods that were not
11 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not adequately
12 inform Plaintiffs and Aggrieved Employees of their right to take a meal period by the end of the fifth hour
13 of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants'
14 policy and practice was to not provide meal periods to Plaintiffs and Aggrieved Employees in compliance
15 with California law.

16 21. Throughout the statutory period, Defendants have wrongfully failed to authorize and
17 permit Plaintiffs and Aggrieved Employees to take timely and duty-free rest periods. Defendants
18 sometimes, but not always, required Plaintiffs and Aggrieved Employees to work in excess of four
19 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
20 continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours),
21 or without compensating Plaintiffs and Aggrieved Employees for rest periods that were not authorized or
22 permitted. Defendants also did not adequately inform Plaintiffs, the Class, and the Aggrieved Employees
23 of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices
24 permitting or authorizing rest periods for Plaintiffs and Aggrieved Employees, nor did Defendants have
25 adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate
26 policies or practices to verify whether Plaintiffs and Aggrieved Employees were taking their required rest
27 periods. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs and
28 Aggrieved Employees to take rest periods in compliance with California law.

1 22. Throughout the statutory period, Defendants wrongfully required Plaintiffs and Aggrieved
2 Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without
3 reimbursement. For example, Plaintiffs and Aggrieved Employees were required to use their own personal
4 cellular telephones for work, without reimbursement. Also, Plaintiffs and Aggrieved Employees were
5 required to use their personal vehicles for work purposes, without reimbursement of automobile expenses,
6 including mileage and gas.

7 23. Throughout the statutory period, Defendants willfully failed and refused to timely pay
8 Plaintiffs and Aggrieved Employees at the conclusion of their employment all wages for all minimum
9 wages, overtime wages, meal period premium wages, and rest period premium wages. Defendants also
10 did not pay the final wages timely after termination.

11 24. Throughout the statutory period, Defendants failed to furnish Plaintiffs and Aggrieved
12 Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and
13 net wages earned (including correct hours worked, correct wages earned for hours worked, correct
14 overtime hours worked, correct wages for meal periods that were not provided in accordance with
15 California law, correct wages for rest periods that were not authorized and permitted to take in accordance
16 with California law, and Defendant's address). Further, the wage statements do not show Defendant's
17 address as required by California law. As a result of these violations of California Labor Code § 226(a),
18 the Plaintiffs and Aggrieved Employees suffered injury because, among other things:

- 19 a. the violations led them to believe that they were not entitled to be paid minimum
20 wages, overtime wages, meal period premium wages, and rest period premium
21 wages to which they were entitled, even though they were entitled;
- 22 b. the violations led them to believe that they had been paid the minimum, overtime,
23 meal period premium, and rest period premium wages, even though they had not
24 been;
- 25 c. the violations led them to believe they were not entitled to be paid minimum,
26 overtime, meal period premium, and rest period premium wages at the correct
27 California rate even though they were;
- 28 d. the violations led them to believe they had been paid minimum, overtime, meal

period premium, and rest period premium wages at the correct California rate even though they had not been;

e. the violations hindered them from determining the amounts of minimum, overtime, meal period premium, and rest period premium owed to them;

f. in connection with their employment before and during this action, and in connection with prosecuting this action, the violations caused them to have to perform mathematical computations to determine the amounts of wages owed to them, computations they would not have to make if the wage statements contained the required accurate information;

g. by understating the wages truly due them, the violations caused them to lose entitlement and/or accrual of the full amount of Social Security, disability, unemployment, and other governmental benefits; and

h. the wage statements inaccurately understated the wages, hours, and wages rates to which Plaintiff and Aggrieved Employees were entitled, and Plaintiff and Aggrieved Employees were paid less than the wages and wage rates to which they were entitled.

Thus, Plaintiffs and Aggrieved Employees are owed the amounts provided for in California Labor Code § 226(e).

ADDITIONAL FACTUAL ALLEGATIONS

Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked

(Cal. Labor Code §§ 204, 1182.11, 1197, 1198; IWC Wage Order, § 4)

25. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 24 in this Complaint and all other factual allegations consistent with the violations of law alleged herein.

26. “Hours worked” is the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.

27. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs

1 and Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation
2 for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of
3 the California Labor Code, and any additional applicable Wage Orders, which require such compensation
4 to non-exempt employees. As part of Defendants' illegal wage payment policies and practices, Defendants
5 routinely deprived Plaintiffs and Aggrieved Employees of all minimum wages earned and due by
6 requiring, permitting or suffering Plaintiffs and Aggrieved Employees to work off the clock, work through
7 meal and rest periods, by illegally and inaccurately recording time during which Plaintiffs and Aggrieved
8 Employees worked, by failing to properly maintain Plaintiffs' and Aggrieved Employees' records, by
9 failing to provide accurate itemized wage statements to Plaintiffs and Aggrieved Employees for each pay
10 period while failing to compensate Plaintiffs and Aggrieved Employees for all minimum wages for all
11 hours worked as required under California Labor Code §§ 1182.11, 1197, 1198 and IWC Wage Order, §
12 4.

13 28. Accordingly, Plaintiffs and Aggrieved Employees are entitled to recover minimum wages
14 for all non-overtime hours worked for Defendants.

15 29. By and through the conduct described above, Plaintiffs and Aggrieved Employees have
16 been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

17 30. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs
18 and Aggrieved Employees for their non-overtime hours worked without pay, Plaintiffs and Aggrieved
19 Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to
20 Plaintiffs and Aggrieved Employees, but which exceed the jurisdictional minimum of this Court, and
21 which will be ascertained according to proof at trial.

22 31. By failing to keep adequate time records required by California Labor Code § 1174(d),
23 Defendants have made it difficult to calculate the full extent of minimum wage compensation due
24 Plaintiffs and Aggrieved Employees.

25 32. Pursuant to California Labor Code section 1194.2, Plaintiffs and Aggrieved Employees are
26 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

27 33. California Labor Code section 204 requires employers to provide employees with all wages
28 due and payable twice a month. Throughout the statute of limitations period applicable to this cause of

1 action, Plaintiffs and Aggrieved Employees were entitled to be paid twice a month at rates required by
2 law, including minimum wages. However, during all such times, Defendants systematically failed and
3 refused to pay Plaintiffs and Aggrieved Employees all such wages due and failed to pay those wages twice
4 a month.

5 34. Plaintiffs and Aggrieved Employees are also entitled to seek recovery of all unpaid
6 minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§
7 218.5, 218.6, and 1194(a).

8 35. Defendants have knowingly and willfully refused to perform their obligations to
9 compensate Plaintiffs and Aggrieved Employees for all minimum wages earned and all hours worked in
10 violation of California Labor Code §§ 1182.11, 1197, 1198 and IWC Wage Order, § 4.

11 **Against all Defendants for Failure to Pay Overtime Wages**

12 **(Cal. Labor Code §§ 204, 510, 1198; IWC Wage Order, § 3)**

13 36. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
14 through 24 in this Complaint and all other factual allegations consistent with the violations of law alleged
15 herein.

16 37. California Labor Code § 510 provides that employees in California shall not be employed
17 more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional
18 compensation beyond their regular wages in amounts specified by law.

19 38. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be
20 employed more than eight hours in any workday unless they receive additional compensation beyond their
21 regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the
22 employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is
23 unlawful.

24 39. At all times relevant hereto, Plaintiffs and Aggrieved Employees have worked more than
25 eight hours in a workday, as employees of Defendants.

26 40. At all times relevant hereto, Defendants failed to pay Plaintiffs and Aggrieved Employees
27 overtime compensation for the hours they have worked in excess of the maximum hours permissible by
28 law as required by California Labor Code § 510 and 1198. Plaintiffs and Aggrieved Employees are

1 regularly required to work overtime hours. As part of Defendants' illegal wage payment policies and
2 practices, Defendants routinely deprived Plaintiffs and Aggrieved Employees of all overtime wages
3 earned and due by requiring, permitting or suffering Plaintiffs and Aggrieved Employees to work off the
4 clock, work through meal and rest periods, by illegally and inaccurately recording time during which
5 Plaintiffs and Aggrieved Employees worked, by failing to properly maintain Plaintiffs and Aggrieved
6 Employees' records, by failing to provide accurate itemized wage statements to Plaintiffs and Aggrieved
7 Employees for each pay period while failing to compensate Plaintiffs and Aggrieved Employees for all
8 overtime wages calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in
9 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the
10 seventh consecutive workday, and at two (2) times the regular rate of pay for all hours worked in excess
11 of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
12 consecutive day of work in any workweek as required under California Labor Code §§ 510, 1198 and
13 IWC Wage Order, § 3.

14 41. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to
15 the Plaintiffs and Aggrieved Employees for their overtime hours worked, Plaintiffs and Aggrieved
16 Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown
17 to them but which exceed the jurisdictional minimum of this Court and which will be ascertained
18 according to proof at trial.

19 42. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants
20 have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and Aggrieved
21 Employees.

22 43. Plaintiffs and Aggrieved Employees also request recovery of overtime compensation
23 according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
24 as the assessment of any statutory penalties against Defendants, in a sum as provided by the California
25 Labor Code and/or other statutes.

26 44. California Labor Code § 204 requires employers to provide employees with all wages due
27 and payable twice a month. The Wage Orders also provide that every employer shall pay to each
28 employee, on the established payday for the period involved, overtime wages for all overtime hours

1 worked in the payroll period. Defendants failed to provide Plaintiffs and Aggrieved Employees with all
2 compensation due, in violation of California Labor Code § 204.

3 45. Defendants have knowingly and willfully refused to perform their obligations to
4 compensate Plaintiffs and Aggrieved Employees for all overtime wages earned and all hours worked in
5 violation of California Labor Code §§ 510, 1198 and IWC Wage Order, § 3.

6 **Against All Defendants for Failure to Provide Meal Periods**

7 **(Cal. Labor Code §§ 226.7, 512, 1198; IWC Wage Order, § 11)**

8 46. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
9 through 24 in this Complaint and all other factual allegations consistent with the violations of law alleged
10 herein.

11 47. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs
12 and Aggrieved Employees of all duty in order to take their first daily meal periods no later than the start
13 of Plaintiffs and Aggrieved Employees' sixth hour of work in a workday, and to take their second meal
14 periods no later than the start of the eleventh hour of work in the workday. Section 512 of the California
15 Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal
16 periods of at least 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the
17 California Labor Code for an employer to require any employee to work during any meal period mandated
18 under any Wage Order.

19 48. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs and
20 Aggrieved Employees with both meal periods as required by California law. By their failure to permit and
21 authorize Plaintiffs and Aggrieved Employees to take all meal periods as alleged above (or due to the fact
22 that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants
23 willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage
24 Orders. As part of Defendants' illegal wage payment policies and practices, Defendants routinely deprived
25 Plaintiffs and Aggrieved Employees of all wages earned and due by requiring, permitting or otherwise
26 suffering Plaintiffs and Aggrieved Employees to take less than a 30-minute meal period, or to work
27 through them, by failing to relieve them of all duties during their purported meal periods, and by failing
28 otherwise provide timely and uninterrupted meal periods to Plaintiffs and Aggrieved Employees as

1 required under California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order, § 11.

2 49. Under California law, Plaintiffs and Aggrieved Employees are entitled to be paid one hour
3 of additional wages for each workday he or she was not provided with all required meal period(s), plus
4 interest thereon.

5 50. Defendants further violated California Labor Code §§ 226.7, 512, 1198 and IWC Wage
6 Order, § 11 by failing to compensate Plaintiffs and Aggrieved Employees, who were not provided with
7 timely and uninterrupted meal periods, one additional hour of compensation at each employee's regular
8 rate of pay for each workday that a meal period was not provided.

9 **Against All Defendants for Failure to Authorize and Permit Rest Periods**

10 **(Cal. Labor Code §§ 226.7, 1198; IWC Wage Order, § 12)**

11 51. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
12 through 24 in this Complaint and all other factual allegations consistent with the violations of law alleged
13 herein.

14 52. Defendants are required by California law to authorize and permit breaks of 10
15 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two
16 hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the employer
17 permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period
18 worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled
19 to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's
20 rest break laws. It is a violation of Section 226.7 of the California Labor Code for an employer to require
21 any employee to work during any rest period mandated under any Wage Order.

22 53. Despite these legal requirements, Defendants failed to authorize Plaintiffs and Aggrieved
23 Employees to take rest breaks, regardless of whether employees worked more than 4 hours in a workday.
24 By their failure to permit and authorize Plaintiffs and Aggrieved Employees to take rest periods as alleged
25 above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted
26 rest periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code
27 and the applicable Wage Orders. As part of Defendants' illegal wage payment policies and practices,
28 Defendants routinely deprived Plaintiffs and Aggrieved Employees of all wages earned and due by

1 requiring, permitting or otherwise suffering Plaintiffs and Aggrieved Employees to take less than a 10-
2 minute rest period, or to work through them, by failing to relieve them of all duties during their purported
3 rest periods, and by failing to otherwise provide timely and uninterrupted rest periods to Plaintiffs and
4 Aggrieved Employees as required under California Labor Code §§ 226.7, 1198 and IWC Wage Order, §
5 12.

6 54. Under California law, Plaintiffs and Aggrieved Employees are entitled to be paid one hour
7 of premium wages rate for each workday he or she was not provided with all required rest break(s), plus
8 interest thereon.

9 55. Defendants further violated California Labor Code §§ 226.7, 1198 and IWC Wage Order,
10 § 12 by failing to compensate Plaintiffs and Aggrieved Employees, who were not provided with timely
11 and uninterrupted rest periods, one additional hour of compensation at each employee's regular rate of
12 pay for each workday that a rest period was not provided.

13 **Against All Defendants for Failure to Indemnify Necessary Business Expenses**

14 **(Cal. Labor Code § 2802)**

15 56. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
16 through 24 in this Complaint and all other factual allegations consistent with the violations of law alleged
17 herein.

18 57. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay
19 and indemnify the Plaintiffs and Aggrieved Employees for their necessary expenditures and losses
20 incurred in direct consequence of the discharge of their duties or of their obedience to directions of
21 Defendants. As part of Defendants' illegal wage payment policies and practices, Defendants routinely
22 failed to indemnify Plaintiffs and Aggrieved Employees for all necessary expenditures or losses incurred
23 by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience
24 to the directions of the employer including, but not limited to, expenses for personal vehicle use and
25 cellular phone use for work-related communications and other purposes, as required under California
26 Labor Code § 2802(a).

27 58. As a result, Plaintiffs and Aggrieved Employees were damaged at least in the amounts of
28 the expenses they paid, or which were deducted by Defendants from their wages.

1 59. Plaintiffs and Aggrieved Employees they represent are entitled to attorney's fees, expenses,
2 and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
3 2802(b).

4 60. Defendants knowingly and intentionally failed indemnify Plaintiffs and Aggrieved
5 Employees for all necessary expenditures or losses in violation of California Labor Code § 2802(a).

6 **Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time**

7 **Penalties**

8 **(Cal. Labor Code §§ 201, 202, 203)**

9 61. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
10 through 24 in this Complaint and all other factual allegations consistent with the violations of law alleged
11 herein.

12 62. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an
13 employer discharges an employee, the wages earned and unpaid at the time of discharge are due and
14 payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages
15 shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has
16 given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee
17 is entitled to his or her wages at the time of quitting.

18 63. Within the applicable statute of limitations, the employment of Plaintiffs and many other
19 members of the Class ended, i.e. was terminated by quitting or discharge, and the employment of others
20 will be. However, during the relevant time period, Defendants failed, and continue to fail to pay terminated
21 Class Members, without abatement, all wages required to be paid by California Labor Code sections 201
22 and 202 either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
23 employ.

24 64. Defendants' failure to pay Plaintiffs and those Class members who are no longer employed
25 by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours
26 of their leaving Defendants' employ, is in violation of California Labor Code §§ 201 and 202.

27 65. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed,
28 in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage

1 from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not
2 continue for more than thirty (30) days. As part of Defendants' illegal wage payment policies and
3 practices, Defendants routinely deprived Plaintiffs and Aggrieved Employees of all timely wage payments
4 due to discharged and quitting employees by either failing to compensate Plaintiffs and Aggrieved
5 Employees all earned and unpaid wages immediately at the time of discharge as required under California
6 Labor Code § 201 or by failing to pay earned and unpaid wages no later than 72 hours after the employee
7 quit his or her employment, unless the employee provided 72 hours previous notice of his or her intention
8 to quit, in which case the employee was entitled to his or wages at the time of quitting as required under
9 California Labor Code § 202, and by failing to pay Plaintiffs and Aggrieved Employees waiting time
10 penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays
11 as required under California Labor Code § 203.

12 66. Plaintiffs and Aggrieved Employees are entitled to recover from Defendants their
13 additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30
14 days maximum pursuant to California Labor Code § 203.

15 67. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs and Aggrieved
16 Employees are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
17 incurred.

18 68. Defendants have knowingly and willfully refused to perform their obligations to
19 compensate Plaintiffs and Aggrieved Employees for wage payments due to discharged and quitting
20 employees in violation of California Labor Code §§ 201, 202 and 203.

21 **Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage**
22 **Records**

23 **(Cal. Labor Code §§ 226, 1174(d); IWC Wage Order, § 7)**

24 69. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
25 through 24 in this Complaint and all other factual allegations consistent with the violations of law alleged
26 herein.

27 70. At all material times set forth herein, California Labor Code § 226(a) provides that every
28 employer shall furnish each of his or her employees an accurate itemized wage statement in writing

1 showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the
2 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
3 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
4 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
5 period for which the employee is paid, (7) the name of the employee and the last four digits of his or her
6 social security number or an employee identification number other than a social security number, (8) the
7 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
8 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

9 71. Defendants have intentionally and willfully failed to provide employees with complete and
10 accurate wage statements. The deficiencies include, among other things, the failure to correctly identify
11 the gross wages earned by Plaintiffs and Aggrieved Employees, the failure to list the true “total hours
12 worked by the employee,” and the failure to list the true net wages earned. As part of Defendants’ illegal
13 wage payment policies and practices, Defendants routinely failed to maintain accurate records including,
14 but not limited to, time records showing when Plaintiffs and Aggrieved Employees began and ended each
15 work period, time records showing when Plaintiffs and Aggrieved Employees began and ended each meal
16 period, time records showing the total daily hours Plaintiffs and Aggrieved Employees’ worked, payroll
17 records showing the total wages paid to Plaintiffs and Aggrieved Employees including the value of all
18 compensation actually furnished, and records showing the total worked during the payroll period and
19 applicable rates of pay as required under California Labor Code §§ 226, 1174(d) and IWC Wage Order, §
20 7.

21 72. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiffs and
22 Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

23 73. Specifically, Plaintiffs and Aggrieved Employees have been injured by Defendants’
24 intentional violation of California Labor Code § 226(a) because they were denied both their legal right to
25 receive, and their protected interest in receiving, accurate, itemized wage statements under California
26 Labor Code § 226(a).

27 74. Calculation of the true wage entitlement for Plaintiffs and Aggrieved Employees is difficult
28 and time consuming. As a result of this unlawful burden, Plaintiffs and Aggrieved Employees were also

1 injured as a result of having to bring this action to attempt to obtain correct wage information following
2 Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws
3 and regulations.

4 75. Plaintiffs and Aggrieved Employees are entitled to recover from Defendants their actual
5 damages caused by Defendants' failure to comply with California Labor Code § 226(a).

6 76. Plaintiffs and Aggrieved Employees are also entitled to injunctive relief, as well as an
7 award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor
8 Code § 226(h).

9 77. Defendants have knowingly and willfully refused to perform their obligations to provide
10 Plaintiffs and Aggrieved Employees with timely and accurate wage statements in violation of California
11 Labor Code § 226(a) and applicable IWC Wage Orders.

12 **FIRST CAUSE OF ACTION**

13 **Civil Penalties Under the Labor Code Private Attorneys General Act of 2004**

14 **(Cal. Labor Code §§ 2698, *et seq.*)**

15 78. Plaintiffs refer to and incorporate by reference all facts alleged in the foregoing paragraphs
16 consistent with this cause of action as if fully set forth herein.

17 79. At all times herein mentioned, Defendants were subject to the Labor Code of the State of
18 California and the applicable Industrial Welfare Commission Orders.

19 80. California Labor Code § 2699(a) specifically provides for a private right of action to
20 recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any
21 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
22 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or
23 employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought
24 by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant
25 to the procedures specified in Section 2699.3."

26 81. Plaintiffs are each an "aggrieved employee" within the meaning of California Labor Code
27 § 2699(c), and a proper representative to bring a civil action on behalf of themselves and other current and
28 former employees of Defendants pursuant to the procedures specified in California Labor Code § 2699.3

1 because Plaintiffs were employed by Defendants and the alleged violations of the California Labor Code
2 were committed against Plaintiffs during the relevant period. Accordingly, Plaintiffs seek to recover civil
3 penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias*
4 *v. Superior Court* (2009) 46 Cal.4th 969. Thus, class certification is not required.

5 82. Pursuant to PAGA, California Labor Code §§ 2698, *et seq.*, Plaintiffs seek to recover civil
6 penalties from Defendants including, but not limited to, penalties for Defendants' violations of California
7 Labor Code §§ 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 1174(d), 1182.11, 1197, 1198 and 2802
8 in a representative action.

9 83. Pursuant to California Labor Code § 2699(a), Plaintiffs seek civil penalties for Defendants'
10 violations of California Labor Code provisions for which a civil penalty is specifically provided including,
11 but not limited to, the following:

12 a. Pursuant to California Labor Code § 210, for Defendants' violations of California
13 Labor Code § 204, Plaintiffs seek an award and Defendants' payment of civil penalties "[f]or any initial
14 violation, one hundred dollars (\$100) for each failure to pay each employee" and "[f]or each subsequent
15 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
16 employee, plus 25 percent of the amount unlawfully withheld."

17 b. Pursuant to California Labor Code § 226.3, for Defendants' violations of California
18 Labor Code § 226(a), Plaintiffs seek an award and Defendants' payment of civil penalties "in the amount
19 of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
20 dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to
21 provide the employee a wage deduction statement or fails to keep the records required in subdivision (a)
22 of Section 226."

23 c. Pursuant to California Labor Code § 558(a), for Defendants' violations of
24 California Labor Code §§ 510, 512 and IWC Wage Order, § 3, Plaintiffs seek an award and Defendants'
25 payment of civil penalties "[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for
26 each pay period for which the employee was underpaid" and "[f]or each subsequent violation, one hundred
27 dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid[.]"

28 d. Pursuant to California Labor Code § 1174.5, for violations of California Labor

1 Code § 1174(d), Defendants are subject to a civil penalty of five hundred dollars (\$500).

2 e. Pursuant to California Labor Code § 1197.1, for Defendants' violations of
3 California Labor Code §§ 1182.11, 1197 and IWC Wage Order, § 4, Plaintiffs seek an award and
4 Defendants' payment of civil penalties "[f]or any initial violation that is intentionally committed, one
5 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is
6 underpaid" and "[f]or each subsequent violation for the same specific offense, two hundred fifty dollars
7 (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless
8 of whether the initial violation is intentionally committed."

9 84. In the alternative, and in keeping with California Labor Code § 2699(f), which provides
10 that for all California Labor Code violations for which a civil penalty is not specifically provided, the
11 following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay
12 period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
13 for each subsequent violation, Plaintiffs seek such civil penalties under Labor Code § 2699(f) for
14 Defendants' violations of California Labor Code provisions for which a civil penalty is not specifically
15 provided including, but not limited to, for Defendants' violations of California Labor Code §§ 201, 202,
16 203, 204, 226, 226(a), 226.7, 510, 512, 1174(d), 1182.11, 1197, 1198 and 2802 and the applicable IWC
17 Wage Order provisions alleged herein.

18 85. Plaintiffs additionally seek reasonable attorney's fees and costs pursuant to California
19 Labor Code § 2699(g)(1).

20 **PRAYER FOR RELIEF**

21 **WHEREFORE**, Plaintiffs, individually and on behalf of Aggrieved Employees respectfully pray
22 for relief against Defendants, and each of them, as follows:

23 1. That the Court declare, adjudge and decree that Defendants violated the California Labor
24 Code by failing to pay all wages owed, including overtime, failing to provide meal periods, failing to
25 maintain accurate records of meal periods, failing to authorize and permit rest breaks, failing to indemnify
26 necessary business expenses, failing to timely pay final wages at termination, and failing to provide
27 accurate itemized wage statements;

28 2. For, notwithstanding anything to the contrary stated herein, civil penalties within the scope

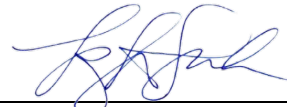
1 of all civil penalties allowed under PAGA, according to proof including, but not limited to, the amount of
2 all civil penalties authorized by California Labor Code §§ 210, 225.5, 226.3, 226.8, 558(a), 1174.5,
3 1197.1, 2699(f) or any other applicable civil penalty provisions authorized under California law;

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

6 4. For such further relief that the Court may deem just and proper.

7 DATED: November 4, 2022

Respectfully Submitted,
MOON & YANG, APC

9
10 By: 

KANE MOON
ROY K. SUH

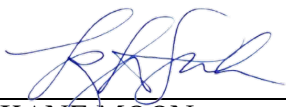
11 Attorneys for Plaintiffs SHELBY L. HIGLEY and
12 JOHN REID BARNETT

13 **DEMAND FOR JURY TRIAL**

14 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury as of right.

15 DATED: November 4, 2022

Respectfully Submitted,
MOON & YANG, APC

17
18 By: 

KANE MOON
ROY K. SUH

19 Attorneys for Plaintiffs SHELBY L. HIGLEY and
20 JOHN REID BARNETT
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PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017. On the date indicated below, I served the following document or documents:

1. FIRST AMENDED PRIVATE ATTORNEYS GENERAL ACT COMPLAINT FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE

☐ **By United States Mail.** I enclosed the documents in a sealed envelope or package addressed to the person(s) at the address(es) listed below (specify one):

☐ deposited the sealed envelope with the United States Postal Service as first-class mail, postage prepaid, requiring a return receipt.

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

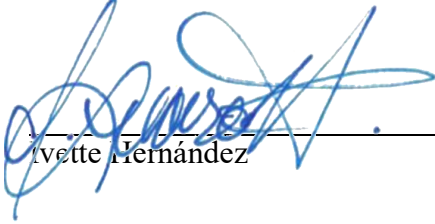
I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

☒ **By E-Mail:** Based on an agreement of the parties to accept service by e-mail transmission, I caused the documents to be sent to the person(s) at the e-mail address(es) listed below. The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ **By Electronic Service:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASE ANYWHERE**.

Sarah Kroll-Rosenbaum (Cal. SBN 272358) (sarah.kroll-rosenbaum@akerman.com) Damien Paul DeLaney (Cal. SBN 246476) (damien.delaney@akerman.com) AKERMAN LLP 601 West Fifth Street, Suite 300 Los Angeles, California 90071 Telephone: (213) 688-9500 Facsimile: (213) 627-6342	Attorneys for Defendant TRACTOR SUPPLY COMPANY, a Delaware corporation
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I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on November 4, 2022.



Yvette Hernández