

SAN LUIS OBISPO SUPERIOR COURT
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LUIS OBISPO**

JESUS MARTINEZ RAMIREZ, an
individual, on behalf of himself, others
similarly situated,

PLAINTIFF,

v.

HALL MANAGEMENT CORP., a California
Corporation, and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO.: 22CVP-0065

**CLASS ACTION AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Minimum Wages In Violation of Labor Code §§ 1194 and 1194.2
2. Failure to Pay Overtime Wages In Violation of Labor Code § 510
3. Failure to Provide Lawful Meal Periods And Pay Meal Period Premiums Pursuant to Labor Code §§ 226.7 and 512
4. Failure to Provide Lawful Rest Periods And Pay Rest Period Premiums Pursuant to Labor Code § 226.7
5. Penalties Pursuant to Labor Code § 226(e)
6. Waiting Time Penalties Pursuant to Labor Code § 203
7. Failure to Reimburse Business Expenses In Violation of Labor Code § 2802
8. Violation of Business & Professions Code § 17200
9. Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and IWC Wage Order Nos. 13-2001 and 14-2001.

1 Plaintiff JESUS MARTINEZ RAMIREZ, an individual, on behalf of himself and others
2 similarly situated, and as a private attorney general on behalf of the State of California complains
3 of Defendant HALL MANAGEMENT CORP. and the Doe Defendants (“Defendants”) and each
4 of them, as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Class Action, pursuant to Code of Civil Procedure § 382, on behalf of
8 Plaintiff and the following classes and subclasses:

- 9 (1) all individuals who were employed HALL MANAGEMENT CORP. as a non-
10 exempt employee in California for one or more pay periods from September 20,
11 2017 and continuing into the present; (Non-Exempt Class);¹²
- 12 (2) all individuals who were employed by HALL MANAGEMENT CORP. as a
13 non-exempt, hourly employee in California for one or more pay periods from
14 September 20, 2017 and continuing into the present; (Non-Exempt Hourly
Class);
- 15 (3) all individuals who were employed by HALL MANAGEMENT CORP. or its
16 predecessor or merged entities in California as a non-exempt employee or other
17 similar position and who worked a shift of more than ten (10) hours in any one
18 workday or more than forty (40) hours in a workweek during a pay period from
19 September 20, 2017 to and continuing into the present. (“Non-Exempt Overtime
Subclass”);
- 20 (4) all individuals who were employed by HALL MANAGEMENT CORP. or its
21 predecessor, merged or related entities for one or more pay periods in California as a
22 non-exempt, hourly employee and who worked a shift of more than eight (8) hours in
23 a day and/or forty (40) hours in a week during a period where they also received an
24 incentive payment, shift differential, non-discretionary bonuses, production bonuses,
efficiency bonuses, piece rate compensation, pay under the pay code “DIF Pay,” or

25 ¹ Judicial Council Emergency Rule No. 9 tolled the statute of limitations applicable to this action for 5 months and
26 25 days or from April 6, 2020 to October 1, 2020. “Notwithstanding any other law, the statutes of limitations and
repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”

27 ² In an abundance of caution and to the extent that the prior *Martinez* Settlement does not cover this period and for
28 class members who opted-out and/or were not part of the certified class, Plaintiff is pleading claims covering this
time period, but is willing to limit and is only seeking to pursue claims not foreclosed by the prior *Martinez* action.
Plaintiff invites Defendants to meet and confer on this issue.

attendance bonuses from January 20, 2021 and continuing into the present; (“Incentive Pay Overtime Subclass”);

- (5) all individuals who were employed by HALL MANAGEMENT CORP. or its predecessor or merged entities in California as a non-exempt employee or other similar position and who worked a shift of more than eight and one-half (8 1/2) hours in any one workday or more than forty-five (45) hours in a workweek during a pay period from January 20, 2021 through the present. (“2021 Overtime Subclass”);

Collectively, subclasses three (3), four (4), and five (5) may be referred to as the “Overtime Subclass.”

- (6) all individuals who were employed by HALL MANAGEMENT CORP. or its predecessor, merged or related entities in California who worked one or more shifts of more than six (6) hours as a non-exempt employee or other similar position from January 20, 2021 and continuing into the present. (“First Meal Period Class”);

- (7) all individuals who were employed by HALL MANAGEMENT CORP. or its predecessor, merged or related entities in California who worked one or more shifts of more than ten (10) hours as a non-exempt employee or other similar position from January 20, 2021 and continuing into the present. (“Second Meal Period Class”);

- (8) All individuals who were employed by HALL MANAGEMENT CORP. or its predecessor, merged or related entities in California who were paid a meal and/or rest period premium within the same week that they received either piece rate compensation, an incentive payment, shift differential, non-discretionary bonuses, production bonuses, efficiency bonuses, piece rate compensation, pay under the pay code “DIF Pay,” or attendance bonuses from January 20, 2021 and continuing into the present. (“Meal/Rest Period Premium Subclass”);

Collectively, subclasses six (6), seven (7), and eight (8) may be referred to as the “Meal Period Subclass.”

- (9) all individuals who were employed by HALL MANAGEMENT CORP. as a non-exempt employee in California and who worked a shift of more than 3.51 hours from January 20, 2021 and continuing into the present. (“Non-Exempt Rest Period Subclass”).

1 Collectively, subclasses eight (8) and nine (9) may be referred to as the “Rest Period
2 Subclass.”

3 (10) all individuals who were employed by HALL MANAGEMENT CORP. as a
4 non-exempt employee in California for one or more pay periods from March 18,
5 2021 and continuing into the present; (Non-Exempt Wage Statement Subclass)

6 (11) all individuals who were employed by HALL MANAGEMENT CORP. as a
7 non-exempt, hourly employee in California for one or more pay periods from
8 March 18, 2021 and continuing into the present; (Non-Exempt Hourly Wage
9 Statement Subclass)

10 Collectively, subclasses ten (10) and eleven (11) may be referred to as the “Wage
11 Statement Subclass.”

12 (12) all individuals who were employed by HALL MANAGEMENT CORP. or its
13 predecessor, merged or related entities for one or more pay periods in California
14 as a non-exempt, hourly employee and whose employment concluded at any
15 time between January 20, 2021 and continuing into the present. (“Former
16 Employee Class”);

17 (13) all individuals who were employed by HALL MANAGEMENT CORP. as a
18 non-exempt employee in California for one or more pay periods from January
19 20, 2021 and continuing into the present; (Unfair Competition Subclass)

20 (14) all individuals who were employed by HALL MANAGEMENT CORP. as a
21 non-exempt, hourly employee in the position of Foreman in California for one
22 or more pay periods from September 20, 2017 and continuing into the present;
23 (Non-Exempt Hourly Foreman Subclass);

24 These Classes and Subclasses may all collectively be referred to herein as the “Class”
25 where appropriate and for ease of reference.

26 2. This is also a representative action brought pursuant to Labor Code § 2698, *et*
27 *seq.*, on behalf of the State of California and several groups of aggrieved employees defined
28 as follows:

(1) all non-exempt employees who were employed by Hall Management Corp. or its
predecessor, merged or related entities in California at any point from February 3,
2021 and continuing into the present. (“Non-Exempt Aggrieved Employees”);

- 1 (2) all non-exempt, hourly employees who were employed by Hall Management Corp. or
2 its predecessor, merged or related entities in California at any point from February 3,
3 2021 and continuing into the present. (“Non-Exempt Hourly Aggrieved Employees”);
- 4 (3) all individuals who were employed by Hall Management Corp. or its predecessor or
5 merged entities in California as a non-exempt employee or other similar position and
6 who worked a shift of more than eight and one-half (8 1/2) hours in any one workday
7 or more than forty-five (45) hours in a workweek during a pay period from February
8 3, 2021 and continuing into the present. (“Overtime Aggrieved Employees”);
- 9 (4) all individuals who were employed by Hall Management Corp. or its predecessor,
10 merged or related entities in California who worked one or more shifts of more than
11 six (6) hours as a non-exempt, hourly employee or other similar position from
12 February 3, 2021 and continuing into the present. (“First Meal Period Aggrieved
13 Employees”);
- 14 (5) all individuals who were employed by Hall Management Corp. or its predecessor,
15 merged or related entities in California who worked one or more shifts of more than
16 ten (10) hours as a non-exempt hourly employee or other similar position from on
17 February 3, 2021 and continuing into the present. (“Second Meal Period Aggrieved
18 Employees”);
- 19 (6) all individuals who were employed by Hall Management Corp., or its predecessor,
20 merged or related entities in California as a non-exempt hourly employee, or other
21 similar position, who worked one or more shifts of more than four (4) hours in length
22 or major fraction thereof from February 3, 2021 and continuing into the present.
23 (“Rest Period Aggrieved Employee”);
- 24 (7) all individuals who were employed by Hall Management Corp. or its predecessor,
25 merged or related entities for one or more pay periods in California as a non-exempt,
26 hourly employee and whose employment concluded at any time between February 3,
27 2021 and continuing into the present. (“Late Payment Aggrieved Employees”); and
- 28 (8) all individuals who were employed by Hall Management Corp. or its predecessor,
merged or related entities for one or more pay periods in California as a non-exempt,
hourly employee and who was assigned to work at least one shift at Sunnybrook
Ranch at any time between February 3, 2021 and continuing into the present.
 (“Sunnybrook Aggrieved Employees”).

These groups may all collectively be referred to herein as aggrieved employees and/or all
aggrieved employees where appropriate.

1 3. Plaintiff, the Classes, and the aggrieved employees were employed by Defendant
2 HALL MANAGEMENT CORP. and any subsidiaries or affiliated companies and Does 1 through
3 50 (who include individuals acting on behalf an employer within the meaning of Labor Code §
4 558.1) within the State of California as a non-exempt, hourly employees at some point within four
5 (4) years of the filing of the Complaint and continuing into the present. Plaintiff is a former
6 employee of Defendants who worked for Defendants at Sunnybrook Ranch in Paso Robles in San
7 Luis Obispo County.

8 4. At times throughout his employment with Defendants from September 20, 2017
9 and continuing into the present and within the past year, Plaintiff, the Classes, and the aggrieved
10 employees worked shifts in excess of six (6) hours in a day, worked shifts in excess of eight (8)
11 hours in a day, ten (10) hours in a day, twelve (12) hours in a day and/or worked in excess of
12 forty (40) hours in a week or more.

13 5. At times throughout his employment with Defendants from September 20, 2017
14 and continuing into the present and within the past year, Plaintiff, the Classes, and the aggrieved
15 employees worked enough hours to be eligible to receive overtime wages under IWC Wage Order
16 Nos. 13-2001 and 14-2001 and/or Labor Code section 510.

17 6. Defendants hire employees to work within the state of California who are covered
18 by California Industrial Welfare Commission Occupational Wage Order Nos. 13-2001 and 14-
19 2001. Based upon information and belief, Defendants classified Plaintiff, the Classes, and the
20 aggrieved employees as non-exempt for the purposes of overtime, meal periods, and rest periods.

21 7. Plaintiff and the Wage Statement Subclass received at least one wage statement
22 between March 18, 2021 and continuing into the present.

23 8. Labor Code § 1197 states the California requirement that employees must be paid
24 at least the minimum wage fixed by the Commission or by any applicable state or local law, and
25 any payment of less than the minimum wage is unlawful. Similarly, Labor Code § 1194 entitles
26 “any employee receiving less than the legal minimum wage...to recover in a civil action the
27 unpaid balance of the full amount of this minimum wage.” IWC Wage Order Nos. 13-2001 and
28 14-2001 obligate employers to pay each employee minimum wages for all hours worked.

1 9. Labor Code § 510 requires an employer to compensate an employee who works
2 more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight
3 (8) hours worked on the seventh consecutive day no less than one and one-half times the regular
4 rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate
5 employees at no less than twice the regular rate of pay when an employee works more than
6 twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work.
7 In accordance with Labor Code § 1194, Plaintiff and the other aggrieved employees could not
8 agree to work for a lesser wage.

9 IWC Wage Order Nos. 13-2001 and 14-2001 provide:

10
11 (a) Starting January 1, 2019, an employee shall not be employed more than nine and one-
12 half (9 1/2) hours per workday or fifty-five (55) hours per workweek unless the employee
13 receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
14 worked over nine and one-half (9 1/2) hours in any one workday or more than fifty-five
15 (55) hours in any one workweek.

16 (b) Starting January 1, 2020, an employee shall not be employed more than nine (9) hours
17 per workday or fifty (50) hours per workweek unless the employee receives one and one-
18 half (1 1/2) times such employee's regular rate of pay for all hours worked over nine (9)
19 hours in any one workday or more than fifty (50) hours in any one workweek.

20 (c) Starting January 1, 2021, an employee shall not be employed more than eight and one-
21 half (8 1/2) hours per workday or forty-five (45) hours per workweek unless the employee
22 receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
23 worked over eight and one-half (8 1/2) hours in any one workday or more than forty-five
24 (45) hours in any one workweek.

25 10. In addition, Labor Code § 1198 provides that "the maximum hours of work and the
26 standard conditions of labor fixed by the commission shall be the maximum hours of work and
27 the standard conditions of labor for employees. The employment of any employee for longer
28 hours than those fixed by the order or under conditions of labor prohibited by the order is
unlawful."

 11. Similarly, Labor Code §2802 provides that "[a]n 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

1 the employer, even though unlawful, unless the employee, at the time of obeying the directions,
2 believed them to be unlawful.”

3 12. At times between September 20, 2017 and continuing into the present including
4 within the past year, Defendants required and/or expected Plaintiff, the Class, and the aggrieved
5 employees to respond to and accept afterhours phone calls and text messages related to
6 equipment, timesheets, and other matters. Although Plaintiff, the Class, and the other aggrieved
7 employees were regularly required to and/or ordered/directed to use their own personal electronic
8 devices—including, but not limited to cell phones—for work purposes, Plaintiff, the Class, and
9 the aggrieved employees were not provided with any reimbursement for the use of their personal
10 electronic devices. Since Plaintiff, the Class, and many of the aggrieved employees had already
11 worked shifts of eight (8) hours at the time that they were required to work while off-the-clock,
12 included overtime hours and/or the failure to record such hours led hours worked later in the day
13 to be misclassified as regular hours instead of overtime hours. As a result, in addition to failing to
14 pay Plaintiff, the Class, and the aggrieved employees for the time associated with such
15 communications, Defendant also underpaid Plaintiff and the other aggrieved employees for
16 overtime hours worked.

17 13. At times between September 20, 2017 and continuing into the present including
18 within the past year, Defendant also suffered and permitted Plaintiff, the Class, and the aggrieved
19 employees to perform work while reviewing and acting in accordance with the instructions they
20 received on a frequent basis via text message. Such policies and practices resulted in either the
21 non-payment and/or underpayment of wages at times during this period.

22 14. Plaintiff alleges that through Defendants’ policy and practice of not paying
23 Plaintiff, the Class, and the aggrieved employees for the time expended reviewing text messages
24 and/or answering phone calls Defendants violated Labor Code §§ 510, 558, 1194, 1197, 1197.1,
25 1198 and 2802. Moreover, as set forth in *Troester*, Defendant either can and/or should have
26 recorded the time spent by its non-exempt hourly employees on the use of the and compensated
27 Plaintiff and the aggrieved employees for such time. *See also Donohue v. AMN Servs., LLC*, 11
28 Cal. 5th 58, 81 (2021) (“It is the employer’s duty to maintain accurate time records”). As such,

Plaintiff is an aggrieved employee within the meaning of PAGA and Defendant has violated Labor Code §§ 510, 558, 1194, 1197, 1197.1, 1198 and 2802 with respect to Plaintiff and all aggrieved employees.

15. At times between September 20, 2017 and continuing into the present including within the past year, Defendants failed to pay Plaintiff, the Class, and the aggrieved employees overtime wages at the proper rate. Specifically and among other issues, Defendant failed to include shift differentials, incentive payments, and other non-discretionary bonuses, and piece rate compensation when calculating and paying Plaintiff, the Class, and the aggrieved employees overtime wages. This includes, but is not limited to, failing to include the compensation associated with the pay code “DIF Pay” when calculating and paying overtime and meal/rest period premiums. For instance, for the pay period of November 15, 2021 to November 21, 2021, Defendants paid Plaintiff \$40.59 of compensation under this pay code, but failed to include it when calculating and paying his overtime wages which were instead paid at 1.5x his hourly base rate. This was despite the fact that the overtime allegedly occurred on the exact same day that this pay was provided:

	Field	Job	Hours	Units	Rate	Total
20 DIF PAY	GALLOOH	VINEYARDS	0.00	1.0000	40.5900	40.59
20 VEHICLE	GALLOOH	VEHICLE	0.00	1.0000	225.0000	225.00
GALLO VINEYARDS, INC. SUNNYBROOK RANCH 600 YOSEMITE BLVD MODESTO, CA 95354						
15 FOREMAN	SBVI	VINEYARDS	8.50	8.5000	20.6200	175.27
16 FOREMAN	SBVI	VINEYARDS	1.00	1.0000	20.6200	20.62
16 FOREMAN	SBVI	VINEYARDS	7.50	7.5000	20.6200	154.65
17 FOREMAN	SBVI	VINEYARDS	8.50	8.5000	20.6200	175.27
18 FOREMAN	SBVI	VINEYARDS	6.00	6.0000	20.6200	123.72
18 FOREMAN	SBVI	VINEYARDS	2.50	2.5000	20.6200	51.55
19 FOREMAN	SBVI	VINEYARDS	4.00	4.0000	20.6200	82.48
19 FOREMAN	SBVI	VINEYARDS	4.50	4.5000	20.6200	92.79
20 FOREMAN	SBVI	VINEYARDS	2.50	2.5000	20.6200	51.55
20 OT Hrs	SBVI	VINEYARDS	2.50		30.9300	77.33

16. At times between September 20, 2017 and continuing into the present including within the past year, Defendants also maintained a common policy and practice whereby it failed to provide Plaintiff, the Class, and the aggrieved employees with any expense reimbursement associated with the use of their personal vehicles in the discharge of their duties. Defendant

1 regularly and consistently required Plaintiff, the Class, and the aggrieved employees to use their
2 personal vehicles/trucks to move equipment and materials. Plaintiff went through and wore out 4
3 trucks while employed by Defendants and asked to be provided with a company vehicle.
4 Defendant refused to provide a vehicle in response to Plaintiff's request and only offered him
5 some gasoline, but no expense reimbursement for wear and tear or mileage, after he said he was
6 quitting and had found another job in a then successful effort to convince Plaintiff to stay and did
7 not for the entire period at issue.

8 17. At times between September 20, 2017 and continuing into the present including
9 within the past year, Defendants also failed to provide Plaintiff, the Class, and the aggrieved
10 employees with water that did not make the employees sick. In order to prevent himself and his
11 fellow members of his crew from getting sick, Plaintiff was forced to purchase water for himself,
12 the Class, and the aggrieved employees. Plaintiff would purchase between 5-10 gallons of water
13 every other day depending upon the number of employees working with him at a given time.
14 Plaintiff, the Class, and the aggrieved employees were neither provided with suitable water nor
15 was Plaintiff or other aggrieved employees who were forced to purchase water reimbursed for the
16 expense and loss he incurred in purchasing the water in violation of Labor Code § 2802.

17 18. Based upon the foregoing, Defendant violated Labor Code § 510 with respect to
18 Plaintiff and all aggrieved employees. Employees, including Plaintiff and the other aggrieved
19 employees who experience a violation of Labor Code § 510 may pursue PAGA penalties under
20 Labor Code § 558. Labor Code § 558 imposes a penalty upon employers "who violates, or causes
21 to be violated...any provision regulating hours and days of work in any order of the Industrial
22 Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation,
23 fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was
24 underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each
25 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
26 period for which the employee was underpaid in addition to an amount sufficient to recover
27 underpaid wages; and (3) Wages recovered pursuant to this section shall be paid to the affected
28 employee." For purposes of Labor Code § 558, Plaintiff and the aggrieved employees seek only

1 the penalties assessed as civil penalties pursuant to *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019) and
2 not any underpaid wages.

3 19. Labor Code § 1197.1 authorizes employees who are paid less than the minimum
4 fixed by an applicable state or local law, or by an order of the commission a civil penalty,
5 restitution of wages, and liquidate damages as follows: (1) for any initial violation that is
6 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
7 period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the
8 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
9 period for which the employee is underpaid regardless of whether the initial violation is
10 intentionally committed. As set forth above, Defendant failed to compensate Plaintiff and all
11 aggrieved employees for all overtime wages at the proper rates. Accordingly, through PAGA and
12 to the extent permitted by law Plaintiff and all aggrieved employees are entitled to recover
13 liquidated damages for violations of Labor Code § 1197.1.

14 20. Labor Code § 512 requires employers to provide employees with thirty (30)
15 minute uninterrupted and duty-free meal period within the first five (5) hours of work. Moreover,
16 an employee who works more than ten (10) hours per day is entitled to receive a second thirty
17 (30) minute uninterrupted and duty-free meal period. Pursuant to Labor Code § 512, an employer
18 may not employ an employee for a work period of more than ten (10) hours, without providing
19 the employee with a second meal period of not less than thirty (30) minutes. Moreover, the
20 second meal period may not be waived if the total hours worked is more than twelve (12) hours.

21 21. Similarly, IWC Wage Order Nos. 13-2001 and 14-2001 prohibit an employer from
22 “employ[ing] any person for a work period of more than five (5) hours without a meal period of
23 not less than 30 minutes. IWC Wage Order Nos. 13-2001 and 14-2001 further obligate employers
24 to provide an employee to “pay the employee one (1) hour of pay at the employee’s regular rate
25 of compensation for each workday that the meal period is not provided. Labor Code section 1198
26 prohibits an employer from requiring an employee to work beyond the “standard conditions of
27 labor fixed by the commission...or under conditions of labor prohibited by the order.”
28

1 22. Labor Code § 226.7 provides “an employer shall not require an employee to work
2 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
3 regulation, standard, or order of the Industrial Welfare Commission (“IWC”). Similarly, IWC
4 Wage Order Nos. 13-2001 and 14-2001 prohibit an employer from “employ[ing] any person for a
5 work period of more than five (5) hours without a meal period of not less than 30 minutes. IWC
6 Wage Order Nos. 13-2001 and 14-2001 further obligate employers to provide an employee to
7 “pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each
8 workday that the meal period is not provided. Accordingly, for each day that Plaintiff and all
9 aggrieved employees did not receive compliant meal periods, they were entitled to receive meal
10 period premiums pursuant to Labor Code § 226.7 and Wage Order Nos. 13-2001 and 14-2001.

11 23. At times between September 20, 2017 and continuing into the present including
12 within the past year, Defendants failed to authorize and permit Plaintiff, the Class, and the
13 aggrieved employees to receive lawful uninterrupted and duty-free meal periods, failed to advise
14 them of their right to such meal periods, failed to authorize and permit them to take timely first
15 meal periods or second meal periods that complied with the requirements of California law. This
16 includes, but is not limited to requiring Plaintiff, the Class, and the aggrieved employees to
17 remain on the premises during meal periods even though the nature of the work did not
18 necessitate on-duty meal periods and there were no on-duty meal period agreements. Defendants’
19 high-level supervisory employees, including but not limited to Octavio advised Plaintiff, the
20 Class, and aggrieved employees that they could not leave the ranch or work areas during their
21 meal periods. Defendants applied this same policy and practice with respect to the Class Members
22 and aggrieved employees assigned to work at Sunnybrook Aggrieved Employee as well as at
23 other locations.

24 24. At times between September 20, 2017 and continuing into the present including
25 within the past year, Defendants’ meal period policies and practices also disincentivized and
26 discouraged Plaintiff, the Class, and the aggrieved employees from taking timely, uninterrupted
27 first meal periods within the first five (5) hours of their shift. Defendants’ understaffing policies
28 and practices during this time also pressured, coerced, and forced employees to take interrupted

1 meal periods. Defendants would often interrupt Plaintiff, the Class, and the aggrieved employees’
2 meal periods to provide them instructions about work to complete during their meal periods on a
3 nearly daily basis. When Plaintiff, the Class, and the aggrieved employees meal periods were
4 interrupted, they did not receive either minimum wages for the time worked nor a meal period
5 premium in violation of Labor Code §§ 512 and 1194. *Kaanaana v. Barrett Business Services,*
6 *Inc.*, 29 Cal. App. 5th 778, 808 (2018) (affirming the award of PAGA penalties for violations of
7 Labor Code § 512 where employees meal periods were interrupted and remanding to the trial
8 court the amount of PAGA penalties that should be awarded based upon the minimum wage
9 violations associated with the same interrupted meal periods under Labor Code section 1194.).

10 25. At times between September 20, 2017 and continuing into the present including
11 within the past year, Defendants also failed to authorize and permit Plaintiff, the Class, and the
12 aggrieved employees to take second meal periods. Plaintiff, the Class, and the aggrieved
13 employees did not receive a second meal period when he worked more than ten (10) hours in a
14 day nor did Defendants advise Plaintiff of his entitlement to second meal periods. If Plaintiff
15 worked more than ten (10) hours, he would only receive a “third rest period,” but was still not
16 permitted to leave the premises during this “rest period.”

17 26. At times between September 20, 2017 and continuing into the present including
18 within the past year, Defendants also failed to pay Plaintiff, the Class, and the aggrieved
19 employees meal period premiums for each workday that the employees did not receive a
20 compliant meal period and/or at the proper rate. Labor Code § 226.7 provides “an employer shall
21 not require an employee to work during a meal or rest or recovery period mandated pursuant to an
22 applicable statute, or applicable regulation, standard, or order of the Industrial Welfare
23 Commission (“IWC”). Further, on the rare occasion, if any, that Defendant paid a meal period
24 premium at times between September 20, 2017 and continuing into the present including within
25 the past year, Defendants had a common policy and practice of failing to pay meal period
26 premiums at the proper rates. This includes, but is not limited to, failing to include the
27 compensation associated with piece rate work, incentive pay, and other non-discretionary pay
28 (such as non-discretionary bonuses), shift differentials, and compensation under the pay code

1 “DIF PAY” when calculating and paying meal period premiums. This resulted in the
2 underpayment of meal period premiums in violation of Labor Code § 226.7.

3 27. Based upon the foregoing, Defendant violated Labor Code §§ 226.7, 512, 558, and
4 1198 as well as IWC Wage Order Nos. 13-2001 and 14-2001 with respect to Plaintiff and all
5 aggrieved employees. As such, Plaintiff and the aggrieved employees are entitled to penalties
6 under Labor Code § 558. Labor Code § 558 imposes a penalty upon employers “who violates, or
7 causes to be violated...any provision regulating hours and days of work in any order of the
8 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
9 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
10 employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For
11 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
12 period for which the employee was underpaid in addition to an amount sufficient to recover
13 underpaid wages; and (3) Wages recovered pursuant to this section shall be paid to the affected
14 employee.” For purposes of Labor Code § 558, Plaintiff and the aggrieved employees seek only
15 the penalties assessed as civil penalties pursuant to *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019) and
16 not any underpaid wages.

17 28. Labor Code § 226.7 provides “an employer shall not require an employee to work
18 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
19 regulation, standard, or order of the Industrial Welfare Commission (“IWC”). Under IWC Wage
20 Order Nos. 13-2001 and 14-2001, an employer must authorize and permit all employees to take
21 ten (10) minute duty free rest periods for every major fraction of four hours worked. *See Augustus*
22 *v. ABM Security Services, Inc.* (2016) 2 Cal. 5th 257, 269 (concluding that “during rest periods
23 employers must relieve employees of all duties and relinquish control over how employees spend
24 their time.”).

25 29. Pursuant to Labor Code § 226.7 and IWC Wage Order Nos. 13-2001 and 14-2001,
26 Defendants failed to provide Plaintiff, the Class, and the aggrieved employees with rest periods of
27 not less than ten (10) minutes for every major fraction of four (4) hours worked. Instead,
28 Defendants regularly and consistently required Plaintiff, the Class, and the aggrieved employees

1 to forgo rest periods and/or required them to remain on the premises and failed to relieve them of
2 all duties during rest periods. Instead, at times between September 20, 2017 and continuing into
3 the present including within the past year, Defendants regularly and consistently required
4 Plaintiff, the Class, and the aggrieved employees to remain on the premises during their rest
5 periods as part of their common policies and practices. Defendants' high-level supervisory
6 employees, including but not limited to Octavio advised Plaintiff, the Class, and the aggrieved
7 employees that they could not leave the ranch or work areas during their meal periods. Octavio
8 specifically advised Plaintiff, the Class, and the aggrieved employees that it was Company policy
9 to remain on the premises during rest periods. Defendants adopted and utilized this same policy
10 and practice with respect to Class Members and aggrieved employees who worked at Sunnybrook
11 as well as at other locations throughout the state.

12 30. Further, on the rare occasion, if any at times between September 20, 2017 and
13 continuing into the present including within the past year, that Defendants paid a rest period
14 premium, Defendants had a common policy and practice of failing to pay rest period premiums at
15 the proper rates. This includes, but is not limited to, failing to include the compensation
16 associated with piece rate work, incentive pay, and other non-discretionary pay (such as non-
17 discretionary bonuses), shift differentials, and compensation under the pay code "DIF PAY"
18 when calculating and paying rest period premiums. This resulted in the underpayment of rest
19 period premiums in violation of Labor Code § 226.7.

20 31. Labor Code § 558 imposes a penalty upon employers "who violates, or causes to
21 be violated...any provision regulating hours and days of work in any order of the Industrial
22 Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation,
23 fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was
24 underpaid in addition to an amount sufficient to recover underpaid wages; (2) For each
25 subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
26 period for which the employee was underpaid in addition to an amount sufficient to recover
27 underpaid wages; and (3) Wages recovered pursuant to this section shall be paid to the affected
28 employee." For purposes of Labor Code § 558, Plaintiff and the aggrieved employees seek only

1 the penalties assessed as civil penalties pursuant to *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019) and
2 not any underpaid wages.

3 32. As to Plaintiff, the Wage Statement Subclass, and the aggrieved employees, from
4 at least February 3, 2021 and continuing into the present, Defendants also failed to provide
5 accurate itemized wage statements in accordance with Labor Code § 226(a)(1, 2, 5, and 9). Labor
6 Code § 226 obligates employers, semi-monthly or at the time of each payment to furnish an
7 itemized wage statement in writing showing:

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

21 Similarly, Labor Code § 226(e) provides:

22 (e) (1) An employee suffering injury as a result of a knowing and intentional failure by an
23 employer to comply with subdivision (a) is entitled to recover the greater of all actual
24 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and
25 one hundred dollars (\$100) per employee for each violation in a subsequent pay period,
26 not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an
27 award of costs and reasonable attorney's fees.

28 (2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the
employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the
employer fails to provide accurate and complete information as required by any one or
more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly
and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the
pay period or any of the other information required to be provided on the itemized
wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision
(a).

(ii) Which deductions the employer made from gross wages to determine the net
wages paid to the employee during the pay period. Nothing in this subdivision
alters the ability of the employer to aggregate deductions consistent with the
requirements of item (4) of subdivision (a).

(iii) The name and address of the employer and, if the employer is a farm labor
contractor, as defined in subdivision (b) of Section 1682, the name and address of
the legal entity that secured the services of the employer during the pay period.

(iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

33. Due to Defendant's failure to pay Plaintiff, the Wage Statement Subclass and all aggrieved employees all minimum wages, overtime wages, meal period premiums, and rest period premiums, the wage statements issued by Defendants do not indicate the correct amount of gross wages earned, the total hours worked, the net wages earned, all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate. Further, due to Defendants' failure to record all hours worked, Defendants also failed to advise Plaintiff, the Class, and the aggrieved employees of the actual total number of hours they worked during the pay period in violation of Labor Code § 226(a)(2). Thus, Defendants have violated Labor Code §226(a)(1), (2), (5), and (9) with respect to Plaintiff, the Wage Statement Subclass, and the aggrieved employees.

34. In addition to violating Labor Code § 226(a), Defendants also knowingly and intentionally failed to pay Plaintiff, the Class, the Wage Statement Subclass, and all aggrieved employees minimum wages, overtime wages, meal period premiums, and rest periods premiums including at the proper rates.

35. Moreover, Plaintiff, the Class, the Wage Statement Subclass, and all aggrieved employees also suffered legal "injury" for purposes of Labor Code section 226(e) insofar as they were unable to readily and easily determine from the wage statements themselves the information required to be set forth by Section 226(a), the information provided by Defendants were confusing and inaccurate. In addition, Plaintiff, the Wage Statement Subclass, and the aggrieved employees were unable to determine at all the total hours worked by the employee, the gross wages earned, the net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee for the reasons discussed above.

36. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars (\$1,000) per employee

1 for each violation in a subsequent citation, for which the employer fails to provide the employee a
2 wage deduction statement or fails to keep the required in subdivision (a) of Section 226.” As
3 explained in detail above, Defendants failed to provide Plaintiff and the other aggrieved
4 employees with accurate itemized wage statements. Accordingly, Plaintiff and the other
5 aggrieved employees may also recover Labor Code § 226.3 and/or 2699.3 penalties for
6 Defendants’ violations of Labor Code § 226(a).

7 37. There is currently a split of authority regarding which PAGA penalties apply to
8 violations of Labor Code § 226(a). *Gunther v. Alaska Airlines, Inc.*, 72 Cal. App. 5th 334, 355
9 (2021) (holding that such violations give rise to a 2699.3 penalty) *cf.*; *Raines v. Coastal Pacific*
10 *Food Distributors, Inc.*, 23 Cal.App.5th 667, 675 (2018) (holding that such violations give rise to
11 a Labor Code § 226.3 penalty). Labor Code § 226.3 provides that “[a]ny employer who violates
12 subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred
13 fifty dollars (\$250) per employee per violation in an initial violation and one thousand dollars
14 (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to
15 provide the employee a wage deduction statement or fails to keep the required in subdivision (a)
16 of Section 226.” As explained in detail above, Defendant failed to provide Plaintiff and the other
17 aggrieved employees with accurate itemized wage statements. Accordingly, to the extent it
18 applies, Plaintiff and the other aggrieved employees may also recover Labor Code § 226.3 or
19 2699 penalties for Defendant’s violations of Labor Code § 226(a).

20 38. Labor Code § 204 expressly requires that “[a]ll wages...earned by any person in
21 any employment are due and payable twice during each calendar month, on days designated in
22 advance by the employer as the regular paydays.” Defendants pay Plaintiff and all aggrieved
23 employees on a weekly basis.

24 39. Due to Defendants’ failure to pay Plaintiff and all aggrieved employees all
25 minimum wages, all overtime wages, meal period premiums, and rest period premiums for the
26 reasons discussed above, Defendant failed to timely pay Plaintiff and all aggrieved employees all
27 wages owed within seven (7) days of the close of the payroll period in accordance with Labor
28 Code § 204(d) on a regular and consistent basis.

1 40. Labor Code § 210 provides that “in addition to, an entirely independent and apart
2 from, any other penalty provided in this article, every person who fails to pay the wages of each
3 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
4 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
5 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
6 each failure to pay each employee, plus 25% of the amount unlawfully withheld.” As a result of
7 the faulty compensation policies and practices described in detail above, Plaintiff and the other
8 aggrieved employees are entitled to recover penalties under Labor Code § 210 through PAGA.
9 *See Amaral v. Cintas Corp. No. 2*, 163 Cal.App.4th 1157, 1209 (2008) (affirming an award of
10 Labor Code section 210 penalties under PAGA due to the employer’s failure to timely pay wages
11 at the proper rate in accordance with a local wage ordinance).

12 41. Under Labor Code §§ 201-202, an employer must provide an employee wages at
13 the time of discharge or within up to seventy-two (72) hours of their resignation. Labor Code §
14 203 provides “if an employer willfully fails to pay . . . any wages of an employee who is
15 discharged or who quits, the wages of the employee shall continue as a penalty. . .” for up to 30
16 days. Lab. Code § 203; *Mamika v. Barca*, (1998) 68 Cal.App.4th 487, 492.

17 42. As described in detail above, Defendant failed to pay Plaintiff, the Former
18 Employee Subclass, and the Late Payment Aggrieved Employees whose employment concluded
19 all wages owed, including but not limited to minimum wages, overtime wages, meal period
20 premiums, and rest period premiums within the time constraints proscribed in Labor Code §§
21 201-202 at the time of their termination/separation. Thus, as result of Defendants’ faulty policies
22 described above, Plaintiff, the Former Employee Subclass, and all the Late Payment Aggrieved
23 Employees left their employment with Defendants without being compensated for each and every
24 hour worked at the appropriate rate in violation of Labor Code §§ 201, 202, and 203.

25 43. Labor Code § 1174 provides that each employer shall keep “payroll records
26 showing the hours worked daily by and the wages paid to...employees employed
27 at...establishments.” An employer who fails to maintain the records proscribed by Labor Code §
28 1174 is subject to a civil penalty of five hundred (\$500) dollars under Labor Code § 1174.5.

44. As previously explained, Defendants failed to maintain accurate records of the total hours worked by employees (including, but not limited to, the time associated with off-the-clock calls and text messages and interrupted meal periods where employees were required to work) on a regular and consistent basis. Thus, Defendants violated Labor Code §§ 1174 and 1174.5.

45. Plaintiff filed his PAGA Notice online with the Labor Workforce Development Agency (“LWDA”) and sent a letter by certified mail to Defendant setting forth the facts and theories of the violations alleged against Defendant, as prescribed by Labor Code § 2698 *et seq.* As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received and/or will have been received by Plaintiff from the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the postmark date of the PAGA notice. Plaintiff is therefore, entitled to proceed with a civil action pursuant to Labor Code § 2699.

II.

JURISDICTION AND VENUE

46. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

47. This Court has personal jurisdiction over Defendant HALL MANAGEMENT CORP. because Defendant has caused injuries in the County of San Luis Obispo and State of California through their acts, and by their violation of the California Labor Code and California law in San Luis Obispo County.

48. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure §395. Defendants operates within California and do business within San Luis Obispo County. The unlawful acts alleged herein have a direct effect on Plaintiff and the Classes within the State of California and the County of San Luis Obispo.

49. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

III.

PARTIES

A. PLAINTIFF

50. Plaintiff JESUS MARTINEZ RAMIREZ is a former employee of Defendants who worked for Defendants in San Luis Obispo County.

51. Plaintiff and the Class were regularly required to:

- a. Work hours without receiving compensation and/or minimum wages for all hours worked;
- b. Work overtime hours without receiving any compensation and/or the proper amount of compensation;
- c. Work without being provided lawful meal periods;
- d. Work without being provided lawful rest periods;
- e. Were denied meal/rest period premiums including payments at the proper amounts;
- f. Work without being provided an accurate itemized wage statement that accurately indicates the gross wages earned, the total hours worked by the employee, the net wages earned, as well as all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee;
- g. Were deprived of wages that Defendants knew were due and owing, yet failed to pay at the time of termination and/or within 72 hours of resignation for those former employees who did not provide advance notice; and
- h. Work without being reimbursed for expenses incurred in direct consequence of the discharge of his or her duties.

1 **B. DEFENDANTS**

2 52. Defendant HALL MANAGEMENT CORP. is a California corporation.
3 Defendant's principal place of business is believed to be 759 S. Madera Ave, Kerman, CA
4 93630. Upon information and belief, Defendant employed Plaintiff and the Classes within
5 California and in San Luis Obispo County, including in Paso Robles, California. Defendant has
6 done and does business throughout the State of California and in San Luis Obispo County.

7 53. The true names and capacities, whether individual, corporate, associate, or
8 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
9 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
10 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
11 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
12 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
13 capacities of the Defendants designated hereinafter as DOES when such identities become
14 known.

15 54. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
16 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
17 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
18 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
19 employer and/or joint employer of Plaintiff and the Class and/or as alter egos of each other.

20 **IV.**

21 **CLASS ACTION ALLEGATIONS**

22 55. Plaintiff brings this action on behalf of herself and all others similarly situated as a
23 Class Action pursuant to §382 of the Code of Civil Procedure. Plaintiff seeks to represent a Class
24 and Subclasses composed of and defined as follows:

- 25 (1) all individuals who were employed HALL MANAGEMENT CORP. as a non-
26 exempt employee in California for one or more pay periods from September 20,
27 2017 and continuing into the present; (Non-Exempt Class);³⁴

28 ³ Judicial Council Emergency Rule No. 9 tolled the statute of limitations applicable to this action for 5 months and 25 days or from April 6, 2020 to October 1, 2020. "Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020."

1
2 (2) all individuals who were employed by HALL MANAGEMENT CORP. as a
3 non-exempt, hourly employee in California for one or more pay periods from
4 September 20, 2017 and continuing into the present; (Non-Exempt Hourly
Class);

5 (3) all individuals who were employed by HALL MANAGEMENT CORP. or its
6 predecessor or merged entities in California as a non-exempt employee or other
7 similar position and who worked a shift of more than ten (10) hours in any one
8 workday or more than forty (40) hours in a workweek during a pay period from
September 20, 2017 to and continuing into the present. ("Non-Exempt Overtime
Subclass");

9
10 (4) all individuals who were employed by HALL MANAGEMENT CORP. or its
11 predecessor, merged or related entities for one or more pay periods in California as a
12 non-exempt, hourly employee and who worked a shift of more than eight (8) hours in
13 a day and/or forty (40) hours in a week during a period where they also received an
14 incentive payment, shift differential, non-discretionary bonuses, production bonuses,
efficiency bonuses, piece rate compensation, pay under the pay code "DIF Pay," or
attendance bonuses from January 20, 2021 and continuing into the present;
("Incentive Pay Overtime Subclass");

15
16 (5) all individuals who were employed by HALL MANAGEMENT CORP. or its
17 predecessor or merged entities in California as a non-exempt employee or other
18 similar position and who worked a shift of more than eight and one-half (8 1/2)
19 hours in any one workday or more than forty-five (45) hours in a workweek
during a pay period from January 20, 2021 through the present. ("2021
Overtime Subclass");

20 Collectively, subclasses three (3), four (4), and five (5) may be referred to as the
21 "Overtime Subclass."

22 (6) all individuals who were employed by HALL MANAGEMENT CORP. or its
23 predecessor, merged or related entities in California who worked one or more
24 shifts of more than six (6) hours as a non-exempt employee or other similar
25 position from January 20, 2021 and continuing into the present. ("First Meal

26 (continued...)

27 ⁴ In an abundance of caution and to the extent that the prior *Martinez* Settlement does not cover this period and for
28 class members who opted-out and/or were not part of the certified class, Plaintiff is pleading claims covering this
time period, but is willing to limit and is only seeking to pursue claims not foreclosed by the prior *Martinez* action.
Plaintiff invites Defendants to meet and confer on this issue.

Period Class”);

(7) all individuals who were employed by HALL MANAGEMENT CORP. or its predecessor, merged or related entities in California who worked one or more shifts of more than ten (10) hours as a non-exempt employee or other similar position from January 20, 2021 and continuing into the present. (“Second Meal Period Class”);

(8) All individuals who were employed by HALL MANAGEMENT CORP. or its predecessor, merged or related entities in California who were paid a meal and/or rest period premium within the same week that they received either piece rate compensation, an incentive payment, shift differential, non-discretionary bonuses, production bonuses, efficiency bonuses, piece rate compensation, pay under the pay code “DIF Pay,” or attendance bonuses from January 20, 2021 and continuing into the present. (“Meal/Rest Period Premium Subclass”);

Collectively, subclasses six (6), seven (7), and eight (8) may be referred to as the “Meal Period Subclass.”

(9) all individuals who were employed by HALL MANAGEMENT CORP. as a non-exempt employee in California and who worked a shift of more than 3.51 hours from January 20, 2021 and continuing into the present. (“Non-Exempt Rest Period Subclass”).

Collectively, subclasses eight (8) and nine (9) may be referred to as the “Rest Period Subclass.”

(10) all individuals who were employed by HALL MANAGEMENT CORP. as a non-exempt employee in California for one or more pay periods from March 18, 2021 and continuing into the present; (Non-Exempt Wage Statement Subclass)

(11) all individuals who were employed by HALL MANAGEMENT CORP. as a non-exempt, hourly employee in California for one or more pay periods from March 18, 2021 and continuing into the present; (Non-Exempt Hourly Wage Statement Subclass)

Collectively, subclasses ten (10) and eleven (11) may be referred to as the “Wage Statement Subclass.”

(12) all individuals who were employed by HALL MANAGEMENT CORP. or its predecessor, merged or related entities for one or more pay periods in California as a non-exempt, hourly employee and whose employment concluded at any

time between January 20, 2021 and continuing into the present. ("Former Employee Class");

(13) all individuals who were employed by HALL MANAGEMENT CORP. as a non-exempt employee in California for one or more pay periods from January 20, 2021 and continuing into the present; (Unfair Competition Subclass)

(14) all individuals who were employed by HALL MANAGEMENT CORP. as a non-exempt, hourly employee in the position of Foreman in California for one or more pay periods from September 20, 2017 and continuing into the present; (Non-Exempt Hourly Foreman Subclass);

These Classes and Subclasses may all collectively be referred to herein as the "Class" where appropriate and for ease of reference.

56. This is also a representative action brought pursuant to Labor Code § 2698, *et seq.*, on behalf of the State of California and several groups of aggrieved employees defined as follows:

(1) all non-exempt employees who were employed by Hall Management Corp. or its predecessor, merged or related entities in California at any point from February 3, 2021 and continuing into the present. ("Non-Exempt Aggrieved Employees");

(2) all non-exempt, hourly employees who were employed by Hall Management Corp. or its predecessor, merged or related entities in California at any point from February 3, 2021 and continuing into the present. ("Non-Exempt Hourly Aggrieved Employees");

(3) all individuals who were employed by Hall Management Corp. or its predecessor or merged entities in California as a non-exempt employee or other similar position and who worked a shift of more than eight and one-half (8 1/2) hours in any one workday or more than forty-five (45) hours in a workweek during a pay period from February 3, 2021 and continuing into the present. ("Overtime Aggrieved Employees");

(4) all individuals who were employed by Hall Management Corp. or its predecessor, merged or related entities in California who worked one or more shifts of more than six (6) hours as a non-exempt, hourly employee or other similar position from February 3, 2021 and continuing into the present. ("First Meal Period Aggrieved Employees");

(5) all individuals who were employed by Hall Management Corp. or its predecessor, merged or related entities in California who worked one or more shifts of more than

ten (10) hours as a non-exempt hourly employee or other similar position from on February 3, 2021 and continuing into the present. (“Second Meal Period Aggrieved Employees”);

(6) all individuals who were employed by Hall Management Corp., or its predecessor, merged or related entities in California as a non-exempt hourly employee, or other similar position, who worked one or more shifts of more than four (4) hours in length or major fraction thereof from February 3, 2021 and continuing into the present. (“Rest Period Aggrieved Employee”);

(7) all individuals who were employed by Hall Management Corp. or its predecessor, merged or related entities for one or more pay periods in California as a non-exempt, hourly employee and whose employment concluded at any time between February 3, 2021 and continuing into the present. (“Late Payment Aggrieved Employees”); and

(8) all individuals who were employed by Hall Management Corp. or its predecessor, merged or related entities for one or more pay periods in California as a non-exempt, hourly employee and who was assigned to work at least one shift at Sunnybrook Ranch at any time between February 3, 2021 and continuing into the present. (“Sunnybrook Aggrieved Employees”).

These groups may all collectively be referred to herein as aggrieved employees and/or all aggrieved employees where appropriate.

57. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to amend or modify the class description with greater specificity, by division into subclasses, or by limitation to particular issues.

58. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Proposed Classes are easily ascertainable.

A. Numerosity

59. The potential members of the Proposed Classes as defined are each so numerous that joinder of all the members of the Proposed Classes is impracticable. While the precise number of proposed Class Members in each Class has not been determined at this time, Plaintiff is informed and believes that Defendants currently employ, and during the relevant time periods

1 employed to be more than 100 members or more of the Proposed Class and Subclasses at any
2 given time.

3 60. Plaintiff alleges that Defendants' employment records would provide information
4 as to the number and location of all Proposed Class members. Joinder of all members of the
5 Proposed Class and Subclasses is not practicable.

6 **B. Commonality**

7 61. There are questions of law and fact common to the Proposed Classes⁵ that
8 predominate over any questions affecting only individual Proposed Class Members. These
9 common questions of law and fact include, without limitation:

10 a. Whether Defendants failed to pay minimum wages for all hours worked as
11 required by Labor Code §§ 1194, 1194.2, and 1197 as well as IWC Wage Order Nos. 13-2001
12 and 14-2001 to the Class.

13 b. Whether Defendants failed to pay wages and/or overtime compensation
14 and at the correct rate as required by Labor Code § 510 to the Overtime Subclass;

15 c. Whether Defendants violated Labor Code §§ 226.7 and IWC Wage Order
16 Nos. 13-2001 and 14-2001, by failing to authorize and permit First Meal Period Class Members
17 and Unfair Competition Class Members to take a timely, duty-free meal period within the first
18 five (5) hours of their shift, failure to provide lawful duty-free second meal periods for shifts
19 worked in excess of ten (10) hours to the Second Meal Period Class and the Unfair Competition
20 Class as well as their failure to pay the Meal Period Classes and the Unfair Competition Class one
21 additional hour of pay at the employees' at their regular rate of compensation when they did not
22 receive a compliant meal period;

23 d. Whether Defendants violated Labor Code § 226.7 and IWC Nos. 13-2001
24 and 14-2001, by failing to inform Plaintiff, the Proposed Rest Period Class and the Unfair
25 Competition Class of their right to receive a ten (10) minute duty-free rest period for every four
26 hours of work or major fraction thereof, failing to authorize and permit employees' to leave the

27 _____
28 ⁵ Plaintiff reserves his right to designate subclasses within the Classes including designating an Unfair Competition subclass for each class.

1 premises during rest periods and/or relieve employees of all control during rest periods, and by
2 failing to compensate said employees one (1) additional hour of pay at the employee's regular
3 rate of compensation in lieu of rest periods;

4 e. Whether Defendants violated Labor Code § 226(a) and (e) as well as IWC
5 Wage Order Nos. 13-2001 and 14-2001 by failing to provide an accurate itemized wage
6 statements that accurately indicate, the gross wages earned, all deductions from wages, the net
7 wages earned, as well as all applicable hourly rates in effect during the pay period and the
8 corresponding number of hours worked at each hourly rate by the employee to the Wage
9 Statement Subclass;

10 f. Whether Defendants violated §§ 201-203 of the Labor Code by failing to
11 pay compensation due and owing at the time that the Former Employee Class' employment with
12 Defendants concluded;

13 g. Whether Defendants violated Labor Code § 2802 by failing to provide
14 Plaintiff and the Class with all tools and implements needed to discharge his or her duties;

15 h. Whether Defendants violated § 17200 et seq. of the Business & Professions
16 Code by engaging in the acts previously alleged against the Unfair Competition Class;

17 **C. Typicality**

18 62. The claims of Plaintiff are typical of the claims of the Proposed Class and
19 Subclasses. Plaintiff and all members of the Proposed Class and Subclasses sustained injuries
20 and damages arising out of and caused by Defendants' common course of conduct in violation of
21 laws, regulations that have the force and effect of law, and statutes as alleged herein.

22 **D. Adequacy of Representation**

23 63. Plaintiff will fairly and adequately represent and protect the interests of the
24 members of the proposed Classes. Counsel who represents Plaintiff and the Proposed Classes is
25 competent and experienced in litigating large employment class actions, and have the financial
26 resources to litigate the claims at issue.

27 ///

28 ///

1 **E. Superiority of Class Action**

2 64. A class action is superior to other available means for the fair and efficient
3 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
4 practicable, and questions of law and fact common to the Proposed Class predominate over any
5 questions affecting only individual members of the Proposed Class. Each member of the
6 Proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal
7 policy and/or practice of failing to pay all wages due, failing to provide meal periods, failing to
8 provide rest periods, and failing to provide accurate itemized wage statements.

9 65. Class action treatment will allow those similarly situated persons to litigate their
10 claims in the manner that is most efficient and economical for the parties and the judicial system.
11 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
12 action that would preclude its maintenance as a class action.

13 **V.**

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF LABOR CODE §§**
16 **1194 and 1194.2 AND IWC WAGE ORDER NOS. 7-2001 and 9-2001**
17 **[Against All Defendants by Plaintiff, the Class, the Non-Exempt Class, the Non-**
18 **Exempt Hourly Class, and the Non-Exempt Hourly Foreman Subclass]**

19 66. Plaintiff, on behalf of himself, the Class, the Non-Exempt Class, the Non-Exempt
20 Hourly Class, and the Non-Exempt Hourly Foreman Subclass re-alleges and incorporates by
21 reference all previous paragraphs.

22 67. Section 1194 of the Labor Code provides, in relevant part:

23 Notwithstanding any agreement to work for a lesser wage, any employee
24 receiving less than minimum wage...applicable to the employee is entitle to
25 recover in a civil action the unpaid balance of the full amount of this
26 minimum wage ..., including interest thereon, reasonable attorney's fees,
27 and costs of suit.

28 68. Section 1194.2 of the Labor Code provides, in relevant part:

 In any action under...Section 1194 to recover wages because of the payment
of a wage less than the minimum wage fixed by an order of the commission,
an employee shall be entitled to recover liquidated damages in an amount
equal to the wages unlawfully unpaid and interest thereon.

69. As set forth above, during statutory period applicable to the claims in this action, including within the past year, and continuing into the present, Plaintiff and the Class were not compensated for all hours worked as a result of Defendants' policies and practices described in detail above.

70. In failing to pay Plaintiff, the Class, the Non-Exempt Class, the Non-Exempt Hourly Class, and the Non-Exempt Hourly Foreman Subclass for all hours worked, for the reasons described above, Defendants willfully and intentionally violated Labor Code § 1194 and acted in bad faith. Accordingly, pursuant to sections 1194 and 1194.2 of the California Labor Code, Plaintiff and the Class are entitled to recover, either their unpaid hourly wages due, or minimum wage plus interest and/or liquidated damages in an additional amount equal to the total amount of wages unlawfully withheld during the Class Period.

VI.
SECOND CAUSE OF ACTION
FAILURE TO PAY WAGES AND/OR OVERTIME UNDER
LABOR CODE §§ 510, 1194, and 1199
[Against All Defendants by Plaintiff, the Class, the Non-Exempt Class, the Non-Exempt Hourly Class, the Non-Exempt Hourly Foreman Subclass, the Non-Exempt Overtime Subclass, the Incentive Pay Overtime Subclass, and the 2021 Overtime Subclass]

71. Plaintiff, on behalf of himself, the Class, the Non-Exempt Class, the Non-Exempt Hourly Class, the Non-Exempt Hourly Foreman Subclass, the Non-Exempt Overtime Subclass, the Incentive Pay Overtime Subclass, and the 2021 Overtime Subclass realleges and incorporates by reference all previous paragraphs.

72. Labor Code § 510 requires an employer to compensate an employee who works more than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours worked on the seventh consecutive day no less than one and one-half times the regular rate of pay for an employee. Further, Labor Code § 510 obligates employers to compensate employees at no less than twice the regular rate of pay when an employee works more than twelve (12) hours in a day or more than eight (8) hours on the seventh consecutive day of work. In accordance with Labor Code § 1194, Plaintiff and the Class could not agree to work for a lesser wage.

73. IWC Wage Order Nos. 13-2001 and 14-2001 provide:

1
2 (a) Starting January 1, 2019, an employee shall not be employed more than nine and one-
3 half (9 1/2) hours per workday or fifty-five (55) hours per workweek unless the employee
4 receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
5 worked over nine and one-half (9 1/2) hours in any one workday or more than fifty-five
6 (55) hours in any one workweek.

7 (b) Starting January 1, 2020, an employee shall not be employed more than nine (9) hours
8 per workday or fifty (50) hours per workweek unless the employee receives one and one-
9 half (1 1/2) times such employee's regular rate of pay for all hours worked over nine (9)
10 hours in any one workday or more than fifty (50) hours in any one workweek.

11 (c) Starting January 1, 2021, an employee shall not be employed more than eight and one-
12 half (8 1/2) hours per workday or forty-five (45) hours per workweek unless the employee
13 receives one and one-half (1 1/2) times such employee's regular rate of pay for all hours
14 worked over eight and one-half (8 1/2) hours in any one workday or more than forty-five
15 (45) hours in any one workweek.

16 74. In addition, Labor Code § 1197 states the California requirement that employees
17 must be paid at least the minimum wage fixed by the Commission or by any applicable state or
18 local law, and any payment of less than the minimum wage is unlawful.

19 75. Similarly, Labor Code § 1198 provides that "the maximum hours of work and the
20 standard conditions of labor fixed by the commission shall be the maximum hours of work and
21 the standard conditions of labor for employees. The employment of any employee for longer
22 hours than those fixed by the order or under conditions of labor prohibited by the order is
23 unlawful."

24 76. As discussed in detail above, at times from September 20, 2017 and continuing
25 into the present, Defendants failed to pay Plaintiff, the Class, the Non-Exempt Class, the Non-
26 Exempt Hourly Class, the Non-Exempt Hourly Foreman Subclass, the Non-Exempt Overtime
27 Subclass, the Incentive Pay Overtime Subclass, and the 2021 Overtime Subclass with wages for
28 all hours worked (including overtime hours) and failed to pay overtime wages at the proper rate.

77. Based upon information and belief, at times from September 20, 2017 and
continuing into the present, Defendants failed to pay Plaintiff, the Class, the Non-Exempt Class,
the Non-Exempt Hourly Class, the Non-Exempt Hourly Foreman Subclass, the Non-Exempt

Overtime Subclass, the Incentive Pay Overtime Subclass, and the 2021 Overtime Subclass members at one and one-half times their regular rate and instead underpaid their overtime wages.

78. Defendants conduct, as described above was willful.

79. As a result of the unlawful acts of Defendants, Plaintiff, the Class, the Non-Exempt Class, the Non-Exempt Hourly Class, the Non-Exempt Hourly Foreman Subclass, the Non-Exempt Overtime Subclass, the Incentive Pay Overtime Subclass, and the 2021 Overtime Subclass have been deprived of wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

VII.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE LAWFUL MEAL PERIODS PURSUANT TO LABOR CODE §§ 226.7 and 512; IWC WAGE ORDER NOS. 13-2001 AND 14-2001, § 11

[Against All Defendants by Plaintiff, the Class, the Non-Exempt Class, the Non-Exempt Hourly Class, and the Non-Exempt Hourly Foreman Subclass, the First Meal Period Class, the Second Meal Period Class, and the Meal/Rest Period Premium Subclass]

80. Plaintiff, on behalf of himself, the Class, the Non-Exempt Class, the Non-Exempt Hourly Class, and the Non-Exempt Hourly Foreman Subclass, the First Meal Period Class, the Second Meal Period Class, and the Meal/Rest Period Premium Subclass realleges and incorporates by reference all previous paragraphs.

81. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each non-compliant meal period an employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours.

82. At points between September 20, 2017 and continuing into the present, Plaintiff, the Class, the Non-Exempt Class, the Non-Exempt Hourly Class, and the Non-Exempt Hourly Foreman Subclass, the First Meal Period Class, and the Meal/Rest Period Premium Subclass consistently worked shifts over six (6) hours and did not receive timely first meal periods within the first five (5) hours of their shifts.

1 83. At points between September 20, 2017 and continuing into the present, Plaintiff,
2 the Class, the Non-Exempt Class, the Non-Exempt Hourly Class, and the Non-Exempt Hourly
3 Foreman Subclass, the First Meal Period Class, and the Meal/Rest Period Premium Subclass
4 consistently worked shifts over six (6) hours and did not receive timely first meal periods within
5 the first five (5) hours of their shifts.

6 84. At points between September 20, 2017 and continuing into the present, Plaintiff,
7 the Class, the Non-Exempt Class, the Non-Exempt Hourly Class, and the Non-Exempt Hourly
8 Foreman Subclass, the Second Meal Period Class, and the Meal/Rest Period Premium Subclass
9 consistently worked shifts over ten (10) hours in a day, but did not receive duty free meal periods.

10 85. During the statutory period applicable to their claims, Plaintiff, the Class, the Non-
11 Exempt Class, the Non-Exempt Hourly Class, and the Non-Exempt Hourly Foreman Subclass,
12 the First Meal Period Class, the Second Meal Period Class, and the Meal/Rest Period Premium
13 Subclass were not compensated with one (1) hours' worth of pay at their regular rate of
14 compensation when they were not provided with a compliant meal period or at the proper rate
15 based upon Defendants' unlawful compensation policies detailed above.

16 86. At times between September 20, 2017 and continuing into the present, on the rare
17 occasion, if any, that Defendants paid a meal period premium, Defendants had a common policy
18 and practice of failing to include compensation associated with piece rate compensation, incentive
19 payments, shift differentials, pay under the pay code "DIF Pay," non-discretionary bonuses,
20 production bonuses, efficiency bonuses, or attendance bonuses. Instead of paying meal/rest period
21 premiums at employees' regular rates, on the rare occasions that Plaintiff, the Class and the
22 Meal/Rest Period Premium Subclass received a meal period premium, Defendants improperly
23 paid the premium at the employee's hourly base rate instead of at their regular rate.

24 87. Plaintiff contends that Defendants' policies and practices as alleged above violated
25 Labor Code § 226.7 consistent with the California Supreme Court's decision in *Ferra v. Loews*
26 *Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021) ("we hold that the term 'regular rate of
27 compensation' in section 226.7(c) has the same meaning of regular rate of pay' in section 510(a)
28

1 and encompasses not only hourly wages, but all nondiscretionary payments for work performed
2 by the employee.”).

3 88. Pursuant to Labor Code §226.7, Plaintiff, the Class, the Non-Exempt Class, the
4 Non-Exempt Hourly Class, and the Non-Exempt Hourly Foreman Subclass, the First Meal Period
5 Class, the Second Meal Period Class, and the Meal/Rest Period Premium Subclass members are
6 entitled to damages in an amount equal to one (1) hour of wages per non-compliant meal break,
7 per day in a sum to be proven at trial.

8 **VIII.**

9 **FOURTH CAUSE OF ACTION**

10 **FAILURE TO PROVIDE LAWFUL REST PERIODS AND PAY NON-COMPLIANT 11 REST PERIOD PREMIUMS PURSUANT TO LABOR CODE § 226.7 AND IWC WAGE 12 ORDER NOS. 13-2001 AND 14-2001, § 12**

13 **[Against All Defendants by Plaintiff, Class, the Non-Exempt Class, the Non-Exempt Hourly
14 Class, the Non-Exempt Hourly Foreman Subclass, the Non-Exempt Rest Period Subclass,
15 and the Meal/Rest Period Premium Subclass]**

16 89. Plaintiff, on behalf of himself, the Non-Exempt Class, the Non-Exempt Hourly
17 Class, the Non-Exempt Hourly Foreman Subclass, the Non-Exempt Rest Period Subclass, and the
18 Meal/Rest Period Premium Subclass, realleges and incorporates by reference all previous
19 paragraphs.

20 90. Labor Code § 226.7 provides “an employer shall not require an employee to work
21 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
22 regulation, standard, or order of the Industrial Welfare Commission (“IWC”). Under IWC Wage
23 Order Nos. 13-2001 and 14-2001 an employer must authorize and permit all employees to take
24 ten (10) minute duty free rest periods for every major fraction of four hours worked.

25 91. Labor Code § 226.7 provides “an employer shall not require an employee to work
26 during a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable
27 regulation, standard, or order of the Industrial Welfare Commission (“IWC”). Under IWC Wage
28 Order Nos. 13-2001 and 14-2001 an employer must authorize and permit all employees to take
29 ten (10) minute duty free rest periods for every major fraction of four hours worked.

30 92. Pursuant to Labor Code § 226.7 and IWC Wage Order Nos. 13-2001 and 14-2001,
31 Defendants failed to provide Plaintiff, the Non-Exempt Class, the Non-Exempt Hourly Class, the
32 Non-Exempt Hourly Foreman Subclass, the Non-Exempt Rest Period Subclass, and the

1 Meal/Rest Period Premium Subclass with rest periods of not less than ten (10) minutes for every
2 major fraction of four (4) hours worked. Instead, Defendants regularly and consistently required
3 Plaintiff, the Non-Exempt Class, the Non-Exempt Hourly Class, the Non-Exempt Hourly
4 Foreman Subclass, the Non-Exempt Rest Period Subclass, and the Meal/Rest Period Premium
5 Subclass to forgo rest periods and/or required them to remain on the premises and failed to relieve
6 them of all duties during rest periods. Instead, at times between September 20, 2017 and
7 continuing into the present including within the past year, Defendants regularly and consistently
8 required Plaintiff, the Non-Exempt Class, the Non-Exempt Hourly Class, the Non-Exempt Hourly
9 Foreman Subclass, the Non-Exempt Rest Period Subclass, and the Meal/Rest Period Premium
10 Subclass to remain on the premises during their rest periods as part of their common policies and
11 practices. Defendants' high-level supervisory employees, including but not limited to Octavio
12 advised Plaintiff, the Non-Exempt Class, the Non-Exempt Hourly Class, the Non-Exempt Hourly
13 Foreman Subclass, the Non-Exempt Rest Period Subclass, and the Meal/Rest Period Premium
14 Subclass that they could not leave the ranch or work areas during their meal periods. Octavio
15 specifically advised Plaintiff, the Class, and the aggrieved employees that it was Company policy
16 to remain on the premises during rest periods. Defendants adopted and utilized this same policy
17 and practice with respect to Class Members and aggrieved employees who worked at Sunnybrook
18 as well as at other locations throughout the state.

19 93. Moreover, as a result of its understaffing practices and policies with respect to
20 employees, it was not possible for Plaintiff, the Non-Exempt Class, the Non-Exempt Hourly
21 Class, the Non-Exempt Hourly Foreman Subclass, the Non-Exempt Rest Period Subclass, and the
22 Meal/Rest Period Premium Subclass to take rest periods. Notably, although Defendants' rest
23 period policies and practices are not compliant, they also pressured and coerced employees to
24 forgo rest periods and made it difficult for employees to take lawful duty-free rest periods.

25 94. In addition to failing to authorize and permit compliant rest periods, Plaintiff, the
26 Non-Exempt Class, the Non-Exempt Hourly Class, the Non-Exempt Hourly Foreman Subclass,
27 the Non-Exempt Rest Period Subclass, and the Meal/Rest Period Premium Subclass were not
28 compensated with one (1) hours' worth of pay at their regular rate of compensation when they

1 were not provided with a compliant rest period and/or their rest period was interrupted in
2 accordance with Labor Code § 226.7(b).

3 95. At times between September 20, 2017 and continuing into the present, on the rare
4 occasion, if any, that Defendants paid a rest period premium, Defendants had a common policy
5 and practice of failing to include compensation associated with piece rate compensation, incentive
6 payments, non-discretionary bonuses, production bonuses, efficiency bonuses, or attendance
7 bonuses. Instead of paying meal/rest period premiums at employees' regular rates, on the rare
8 occasions that Plaintiff, the Non-Exempt Class, the Non-Exempt Hourly Class, the Non-Exempt
9 Hourly Foreman Subclass, the Non-Exempt Rest Period Subclass, and the Meal/Rest Period
10 Premium Subclass, received a rest period premium, Defendants improperly paid the premium at
11 the employee's hourly base rate instead of at their regular rate.

12 96. Based upon the foregoing, at all times pertinent hereto, Defendants failed to
13 authorize and permit Plaintiff the Non-Exempt Class, the Non-Exempt Hourly Class, the Non-
14 Exempt Hourly Foreman Subclass, the Non-Exempt Rest Period Subclass, and the Meal/Rest
15 Period Premium Subclass, to take duty-free rest periods of not less than ten (10) minutes net for
16 every major fraction of four (4) hours worked.

17 97. Pursuant to Labor Code § 226.7, Plaintiff the Non-Exempt Class, the Non-Exempt
18 Hourly Class, the Non-Exempt Hourly Foreman Subclass, the Non-Exempt Rest Period Subclass,
19 and the Meal/Rest Period Premium Subclass are entitled to damages in an amount equal to one
20 (1) hour of wages per missed rest period, in a sum to be proven at trial.

21 **IX.**

FIFTH CAUSE OF ACTION

PENALTIES PURSUANT TO LABOR CODE § 226(e)

[Against all Defendants on behalf of Plaintiff and the Wage Statement Class]

22 98. Plaintiff, on behalf of himself and the Wage Statement Class, realleges and
23 incorporates by reference all previous paragraphs and all subsequent paragraphs.

24 99. From at least June 27, 2020 and continuing into the present, Defendants knowing
25 and intentionally failed to provide accurate itemized wage statements to Plaintiff and the Wage
26 Statement Subclass in accordance with Labor Code § 226(a)(1, 2, 3, 5, and 9). Labor Code § 226
27
28

obligates employers, semi-monthly or at the time of each payment to furnish an itemized wage statement in writing showing:

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

Similarly, Labor Code § 226(e) provides:

(e) (1) An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney's fees.

(2) (A) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide a wage statement.

(B) An employee is deemed to suffer injury for purposes of this subdivision if the employer fails to provide accurate and complete information as required by any one or more of items (1) to (9), inclusive, of subdivision (a) and the employee cannot promptly and easily determine from the wage statement alone one or more of the following:

(i) The amount of the gross wages or net wages paid to the employee during the pay period or any of the other information required to be provided on the itemized wage statement pursuant to items (2) to (4), inclusive, (6), and (9) of subdivision (a).

(ii) Which deductions the employer made from gross wages to determine the net wages paid to the employee during the pay period. Nothing in this subdivision alters the ability of the employer to aggregate deductions consistent with the requirements of item (4) of subdivision (a).

(iii) The name and address of the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer during the pay period.

(iv) The name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number.

100. Due to Defendant's failure to pay Plaintiff, the Class, and the Wage Statement Subclass all minimum wages, overtime wages, meal period premiums, and rest period premiums, the wage statements issued by Defendants do not indicate the correct amount of gross wages earned, the total hours worked, the net wages earned, all applicable hourly rates in effect during

1 the pay period and the corresponding number of hours worked at each hourly rate. Further, due to
2 Defendants' failure to record all hours worked, Defendants also failed to advise Plaintiff, the
3 Class, and the Wage Statement Class of the actual total number of hours they worked during the
4 pay period in violation of Labor Code § 226(a)(2). Thus, Defendants have violated Labor Code
5 §226(a)(1), (2), (5), and (9) with respect to Plaintiff and the Wage Statement Class.

6 101. In addition to violating Labor Code § 226(a), Defendants also knowingly and
7 intentionally failed to pay Plaintiff, the Class, and the Wage Statement Class all minimum wages,
8 overtime wages, meal period premiums, and rest periods premiums including at the proper rates.

9 102. Moreover, Plaintiff and the Wage Statement Class also suffered legal "injury" for
10 purposes of Labor Code section 226(e) insofar as they were unable to readily and easily
11 determine from the wage statements themselves the information required to be set forth by
12 Section 226(a), the information provided by Defendants were confusing and inaccurate. In
13 addition, Plaintiff and the Wage Statement Class were unable to determine at all the total hours
14 worked by the employee, the gross wages earned, the net wages earned, and all applicable hourly
15 rates in effect during the pay period and the corresponding number of hours worked at each
16 hourly rate by the employee for the reasons discussed above.

17 103. Defendants also knowingly and intentionally failed to pay Plaintiff and the Classes
18 all minimum wages, overtime wages owed, meal period premiums, and rest periods premiums.
19 Moreover, Plaintiff and the Wage Statement Class also suffered legal "injury" for purposes of
20 Labor Code section 226(e) insofar as they were unable to readily and easily determine from the
21 wage statements themselves the information required to be set forth by Section 226(a), the
22 information provided by Defendants was confusing and inaccurate, Plaintiff and the Wage
23 Statement Class were unable to determine at all the total hours worked by the employee, the gross
24 wages earned, the net wages earned, and all applicable hourly rates in effect during the pay period
25 and the corresponding number of hours worked at each hourly rate by the employee for the
26 reasons discussed above.

27 104. Moreover, Defendants undeniably knew when paying that the wage statements it
28 issued did not include the name of the legal entity that is the employer, the gross wages earned,

1 the net wages earned, and all applicable hourly rates in effect during the pay period and the
2 corresponding number of hours worked at each hourly rate by the employee for the reasons
3 discussed above. *See Garnett v. ADT LLC* 139 F. Supp. 3d 1121, 1131 (E.D. Cal. Oct. 6, 2015)
4 (finding that the defendant knowingly and intentionally violated Labor Code § 226 because the
5 “[d]efendant knew that it was not providing total hours worked to plaintiff or other employees
6 paid on commission” even though it believed that employees paid solely on commission or
7 commission and salary “are exempt and therefore we do not record hours on a wage statement.”).

8 105. Defendants also failed to both comply with and create a policy that complied with
9 Labor Code § 226 prior to the filing of this lawsuit. Labor Code § 226(e)(3) provides that when
10 determining whether or not an employer’s violation of Labor Code § 226(a) was knowing and
11 intentional, “the relevant factor [is] whether the employer, prior to an alleged violation, has
12 adopted and is in compliance with a set of policies, procedures, and practices that fully comply
13 with this section.” Accordingly, Defendants’ conduct was knowing and intentional within the
14 meaning of Labor Code § 226(e).

15 106. An employee suffering injury as a result of a knowing and intentional failure by an
16 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
17 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
18 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
19 an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
20 reasonable attorneys’ fees. *See* Lab. Code § 226(e). Plaintiff and the Wage Statement Class seek
21 penalties under Labor Code § 226(e) in amounts to be determined at trial, and are entitled to
22 recovery of such amounts, attorneys’ fees, and costs.

23 **X.**

SIXTH CAUSE OF ACTION

24 **WAITING TIME PENALTIES PURSUANT TO LABOR CODE §§201-203**
[Against all Defendants on behalf of Plaintiff and the Former Employee Class]

25 107. Plaintiff on behalf of himself and the Former Employee Class re-alleges and
26 incorporates by reference each and every allegation set forth in the preceding paragraphs.
27
28

108. Sections 201 and 202 of the California Labor Code requires Defendants to pay all compensation due and owing to former employees in the Class during the actionable period for this cause of action, at or around the time that their employment is terminated.

109. Section 203 of the California Labor Code provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the employer is liable for penalties in the form of continued compensation up to thirty (30) workdays.

110. As described in detail above, Defendants failed to pay Plaintiff and the other Class Members whose employment concluded all wages owed, including but not limited to all minimum wages, overtime wages, meal period premiums, and rest period premiums within the time constraints proscribed in Labor Code §§ 201-202 at the time of their termination/separation. Thus, as result of Defendants' faulty policies described above, Plaintiff and all Class Members' left their employment with Defendants without being compensated for each and every hour worked at the appropriate rate in violation of Labor Code §§ 201, 202, and 203.

111. At the time of Plaintiff, the other members of the Former Employee Class' separation from Defendants, the sums were certain and known to Defendants.

112. As a result, Defendants are liable to Plaintiff and the Former Employee Class who are no longer employed by Defendants for waiting time penalties amounting to thirty (30) days wages for Plaintiff and each Class Member pursuant to California Labor Code § 203. See, e.g., DLSE Manual, 4.3.4 (Failure to pay any sort of wages due upon termination entitles an employee to recover waiting time penalties).

XI.
SEVENTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR BUSINESS EXPENSES
(LABOR CODE § 2802)

[Against all Defendants on behalf of Plaintiff, the Non-Exempt Class, the Non-Exempt Hourly Class, and the Non-Exempt Hourly Foreman Subclass]

113. Plaintiffs on behalf of himself, the Non-Exempt Class, the Non-Exempt Hourly Class, and the Non-Exempt Hourly Foreman Subclass re-allege and incorporate by reference each and every allegation set forth in the preceding paragraphs.

1 114. Labor Code § 2802 provides that “[a]n employer shall indemnify his or her
2 employee for all necessary expenditures or losses incurred by the employee in direct consequence
3 of the discharge of his or her duties.”

4 115. At times between September 20, 2017 and continuing into the present including
5 within the past year, Defendants required and/or expected Plaintiff and the Class to respond to
6 and accept afterhours phone calls and text messages related to equipment, timesheets, and other
7 matters. Although Plaintiff and the Class were regularly required to and/or ordered/directed to use
8 their own personal electronic devices—including, but not limited to cell phones—for work
9 purposes, Plaintiff and the Class were not provided with any reimbursement for the use of their
10 personal electronic devices.

11 116. At times between September 20, 2017 and continuing into the present including
12 within the past year, Defendants also maintained a common policy and practice whereby it failed
13 to provide Plaintiff and the Class with any expense reimbursement associated with the use of their
14 personal vehicles in the discharge of their duties. Defendant regularly and consistently required
15 Plaintiff, the Class, and the aggrieved employees to use their personal vehicles/trucks to move
16 equipment and materials. Plaintiff went through and wore out 4 trucks while employed by
17 Defendants and asked to be provided with a company vehicle. Defendant refused to provide a
18 vehicle in response to Plaintiff’s request and only offered him some gasoline, but no expense
19 reimbursement for wear and tear or mileage, after he said he was quitting and had found another
20 job in a then successful effort to convince Plaintiff to stay and did not for the entire period at
21 issue.

22 117. At times between September 20, 2017 and continuing into the present including
23 within the past year, Defendants also failed to provide Plaintiff and the Class with water that did
24 not make the employees sick. In order to prevent himself and his fellow members of his crew
25 from getting sick, Plaintiff was forced to purchase water for himself and the Class. Plaintiff would
26 purchase between 5-10 gallons of water every other day depending upon the number of
27 employees working with him at a given time. Plaintiff, the Class, and the aggrieved employees
28

1 were neither provided with suitable water nor was Plaintiff or other Class Members who were
2 forced to purchase water reimbursed for the expense and loss he incurred in purchasing the water
3 in violation of Labor Code § 2802.

4 118. Defendants' conduct in requiring Plaintiff to engage in the above described
5 activities caused them to incur losses as a direct consequence of their duties in violation of Labor
6 Code § 2802.

7 119. Defendants' failure to pay for or reimburse the work-related business expenses of
8 Plaintiff, the Non-Exempt Class, the Non-Exempt Hourly Class, and the Non-Exempt Hourly
9 Foreman Subclass are entitled to reimbursement for these necessary expenditures, plus interest
10 and attorneys' fees and costs, under Labor Code § 2802.

11 **XII.**
12 **EIGHTH CAUSE OF ACTION**
13 **UNFAIR COMPETITION PURSUANT TO**
14 **BUSINESS & PROFESSIONS CODE § 17200**
15 **[Against all Defendants on behalf of Plaintiff, the Class, and the Unfair Competition Class]**

16 120. Plaintiff, on behalf of himself, the Class, and the Unfair Competition Class
17 realleges and incorporates by reference all previous paragraphs.

18 121. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of herself,
19 on behalf of the general public, and on behalf of the Proposed Classes, bring this claim pursuant
20 to Business & Professions Code § 17200, et seq. The conduct of Defendants as alleged in this
21 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
22 public, and the Proposed Classes. Plaintiff seeks to enforce important rights affecting the public
23 interest within the meaning of Code of Civil Procedure § 1021.5. Plaintiff is a "person" within the
24 meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause
25 of action for injunctive relief, restitution, and other appropriate equitable relief.

26 122. Defendants have engaged in unlawful and unfair business practices that violate
27 fundamental public policies of the state of California and the United States of America As a result
28 of its unlawful and unfair business practices, Defendants have forced employees to work under
substandard and unlawful conditions in an effort to gain a competitive advantage over law-
abiding employers who comply with California's Labor Code.

1 123. Defendants have violated statutes and public policies as alleged herein. Through
2 the conduct alleged in this Complaint, Defendants have acted contrary to these public policies,
3 have violated specific provisions of the Labor Code, and have engaged in other unlawful and
4 unfair business practices in violation of Business & Profession Code § 17200, et seq., depriving
5 Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and
6 privileges guaranteed to all employees under law.

7 124. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
8 violation of § 17200 et seq. of the Business & Professions Code.

9 125. Defendants, by engaging in the conduct herein alleged, either knew or in the
10 exercise of reasonable care, should have known that the conduct was unlawful. As such it is a
11 violation of § 17200 et seq. of the Business & Professions Code.

12 126. As a proximate result of the above-mentioned acts of Defendants, Plaintiff, the
13 Class, others similarly situated, other businesses, and the general public have been damaged in a
14 sum as may be proven.

15 127. As part of their claims against Defendant, Plaintiffs seek not only the unpaid
16 wages, but also the market value of the loss of the statutory protections and the cost to other
17 employers of providing proper pay, breaks, and complying with the California Labor Code
18 provisions identified herein. *See e.g. Safeway, Inc. v. Sup. Ct.*, 238 Cal.App.4th 1138, 1162
19 (2015).

20 128. Unless restrained, Defendants will continue to engage in the unlawful conduct as
21 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
22 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
23 employment by Defendants, its agents, or employees, of any unlawful or deceptive practices
24 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
25 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
26 Proposed Classes the money Defendants have unlawfully failed to pay.

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1 XII.

2 NINTH CAUSE OF ACTION

3 **PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS**
4 **FOR PENALTIES PURSUANT TO LABOR CODE § 2698, ET SEQ. FOR VIOLATIONS**
5 **OF LABOR CODE §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,**
6 **1194, 1197, 1197.1, 1198, 2802, and IWC Wage Order Nos. 13-2001 and 14-2001**

7 129. Plaintiff, on behalf of the State of California, realleges and incorporates by
8 reference all previous paragraphs.

9 130. Plaintiff filed his PAGA Notice online with the Labor Workforce Development
10 Agency (“LWDA”) and sent a letter by certified mail to Defendants setting forth the facts and
11 theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.*
12 As required by PAGA, Plaintiff submitted the \$75.00 filing fee to the LWDA. Pursuant to Labor
13 Code § 2699.3(a)(2)(A), no notice was received and/or will have been received by Plaintiff from
14 the LWDA evidencing its intention to investigate within sixty-five (65) calendar days of the
15 postmark date of the PAGA notice. Plaintiff is therefore, entitled to commence and proceed with
16 a civil action pursuant to Labor Code § 2699.

17 131. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code
18 § 2698, *et seq.* because of Defendants’ violations of Labor Code §§ 201, 202, 203, 204, 210, 226,
19 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and IWC Wage
20 Order Nos. 13-2001 and 14-2001.

21 132. Under Labor Code §§ 2699(f)(2) and 2699.5, for each such violation, Plaintiff and
22 all other aggrieved employees are entitled to penalties in an amount to be shown at the time of
23 trial subject to the following formula unless a civil penalty is already proscribed under the Labor
24 Code:

25 \$100 for the initial violation per employee per pay period; and

26 \$200 for each subsequent violation per employee per pay period.

27 133. These penalties will be allocated 75% to the Labor Workforce Development
28 Agency and 25% to the affected employees. These penalties may be stacked separately for each
of Defendants violations of the California Labor Code. *See e.g. Kaanaana v. Barrett Business*
Services, Inc., 29 Cal.App.5th 778, 808 (2018) (acknowledging that the employees could get

1 separate PAGA penalties for interrupted meal periods because interrupted meal periods violated
2 Labor Code sections 1194 and 512 and remanding to the trial court to determine the amount of
3 PAGA penalties to award); *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972 MMM (JCGx)
4 2012 U.S. Dist. LEXIS 86975, at *59, fn. 77 (C.D. Cal. June 22, 2012) (holding that although the
5 plaintiff did not seek stacked PAGA penalties, that “PAGA penalties can be ‘stacked,’ *i.e.*,
6 multiple PAGA penalties can be assessed for the same pay period for different Labor Code
7 violations.”); *accord Schiller v. David's Bridal, Inc.*, No. 1:10-cv-00616 AWI SKO) 2010 U.S.
8 Dist. LEXIS 81128, at *17 (E.D. Cal. July 14, 2010); *Pulera v. F & B, Inc.*, No. 2:08-cv-00275-
9 MCE-DAD, 2008 U.S. Dist. LEXIS 72659, 2008 WL 3863489, at * 2-3 (E.D. Cal. Aug. 19,
10 2008); *Smith v. Brinker Intern, Inc.*, No. C 10-0213 VRW, 2010 U.S. Dist. LEXIS 54110, 2010
11 WL 1838726, at * 2-6 (N.D. Cal. May 5, 2010).

12 134. In addition, Plaintiff and the aggrieved employees seek the default penalty
13 provided by Labor Code §§ 226.3 and/or 2699.3 for violations of Labor Code section 226(a).⁶
14 Labor Code § 226.3 provides that “[a]ny employer who violates subdivision (a) of Section 226
15 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee
16 per violation in an initial violation and one thousand dollars (\$1,000) per employee for each
17 violation in a subsequent citation, for which the employer fails to provide the employee a wage
18 deduction statement or fails to keep the required in subdivision (a) of Section 226.”

19 135. Labor Code § 210 provides that “in addition to, an entirely independent and apart
20 from, any other penalty provided in this article, every person who fails to pay the wages of each
21 employee as provided in Sections...204...shall be subject to a civil penalty as follows: (1) For
22 any initial violation, one hundred dollars (\$100) for each failure to pay each employee; (2) For
23 each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for
24 each failure to pay each employee, plus 25% of the amount unlawfully withheld.”

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28 ⁶ There is a split of authority between the appellate courts regarding which penalty applies for a violation of Labor Code section 226(a) at present.

1 136. As a result of the faulty compensation policies and practices described in detail
2 above, the State of California is entitled to recover penalties under Labor Code § 210 through
3 PAGA.

4 137. Further, Labor Code § 558 imposes a penalty upon employers “who violates, or
5 causes to be violated...any provision regulating hours and days of work in any order of the
6 Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial
7 violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the
8 employee was underpaid in addition to an amount sufficient to recover underpaid wages; (2) For
9 each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay
10 period for which the employee was underpaid...” Based upon the above factual allegations
11 related to overtime, meal period, and rest period violations, Plaintiff and the aggrieved employees
12 are entitled to recover civil penalties under Labor Code § 558 and not any underpaid wages under
13 PAGA. *ZB, N.A. v. Sup. Ct.* 8 Cal.5th 175 (2019).

14 138. Labor Code § 1174 provides that each employer shall keep “payroll records
15 showing the hours worked daily by and the wages paid to...employees employed
16 at...establishments.” An employer who fails to maintain the records proscribed by Labor Code §
17 1174 is subject to a civil penalty of five hundred (\$500) dollars under Labor Code § 1174.5.

18 139. Labor Code § 1197.1 authorizes employees who are paid less than the minimum
19 fixed by an applicable state or local law, or by an order of the commission a civil penalty,
20 restitution of wages, and liquidate damages as follows: (1) for any initial violation that is
21 intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay
22 period for which the employee is underpaid....[and] (2) [f]or each subsequent violation for the
23 same specific offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay
24 period for which the employee is underpaid regardless of whether the initial violation is
25 intentionally committed. As set forth above, Defendants failed to compensate Plaintiff and all
26 aggrieved employees for all overtime wages at the proper rates. Accordingly, through PAGA and
27 to the extent permitted by law Plaintiff and all aggrieved employees are entitled to recover civil
28 penalties for violations of Labor Code § 1197.1.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. An Order that this action may proceed and be maintained as a Class Action on behalf of the Classes;
2. For compensatory damages in the amount of unpaid minimum wages not paid to Plaintiff and each Class Member from September 20, 2017 and continuing into the present as may be proven;
3. For compensatory damages in the amount of unpaid overtime wages not paid to Plaintiff, each Class Member from September 20, 2017 and continuing into the present as may be proven;
4. For compensatory damages in the amount of Plaintiff and each Class Members unpaid and/or underpaid meal period premiums from September 20, 2017 and continuing into the present as may be proven;
5. For compensatory damages in the amount of Plaintiff and each Class Members unpaid and/or underpaid rest period premiums from September 20, 2017 and continuing into the present as may be proven;
6. For penalties pursuant to Labor Code § 226(e) for violations of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000) for the inaccurate itemized wage statements issued to Plaintiff and the Wage Statement Class from March 18, 2021 and continuing into the present as may be proven;
7. An award to Plaintiff and the Former Employee Class of waiting time penalties in the amount of up to 30 days' wages;
8. That the Court award to Plaintiff and Class Members all unreimbursed business expenses, and interest thereon, that they are owed, pursuant to Labor Code § 2802, in an amount to be proved at trial;

1 9. For restitution for unfair competition pursuant to Business & Professions Code
2 § 17200 to Plaintiff and the Unfair Competition Class for actions, including disgorgement of
3 profits, in an amount as may be proven;

4 10. An order enjoining Defendant and its agents, servants, and employees, and all
5 persons acting under, in concert with, or for it from providing Plaintiff and the Proposed Class
6 Members proper compensation for all hours worked, overtime hours worked, meal period
7 premiums, rest period premiums, from failing to provide timely first meal periods within the first
8 five (5) hours of an employees shift and second meal periods when employees work more than
9 ten (10) hours in a day;

10 11. For penalties under Labor Code § 2698, *et seq.* for Plaintiff and all aggrieved
11 employees because of Defendants' violation of Labor Code §§ 201, 202, 203, 204, 210, 226,
12 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and IWC Wage
13 Order Nos. 13-2001 and 14-2001;

14 12. An award of post judgment interest;

15 13. An award providing for payment of costs of suit;

16 14. An award of attorneys' fees; and

17 15. Such other and further relief as this Court may deem proper and just.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands a trial of his claims by jury for causes of action 1-7, but not
20 claims 8 (unfair competition) or 9 (PAGA) for which a bench trial is required.

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24 DATED: March 18, 2022

WINSTON LAW GROUP, P.C.

25 By: David Winston
26 DAVID S. WINSTON
27 Attorneys for Plaintiff, the Proposed
28 Class, and the aggrieved employees