

DANIEL F. GAINES, ESQ. SBN 251488
daniel@gaineslawfirm.com
ALEX P. KATOFISKY, ESQ. SBN 202754
alex@gaineslawfirm.com
EVAN S. GAINES, ESQ. SBN 287668
evan@gaineslawfirm.com
GAINES & GAINES, APLC
4550 East Thousand Oaks Boulevard, Suite 100
Westlake Village, CA 91362
Telephone: (818) 703-8985
Facsimile: (818) 703-8984

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Superior Court of California
County of Fresno
By: Marta Sanchez, Deputy

Attorneys for Plaintiff Jose Ramon Perez Vaca, on behalf of himself and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO

JOSE RAMON PEREZ VACA, on behalf of
himself and all “aggrieved employees”
pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

SRAN AG II, INC., a California corporation,
and DOES 1 through 10, inclusive,

Defendants.

CASE NO: [22CECG03802](#)

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 221, 226(a), 226.7, 510, 512, 551,
1194, AND 2802 AND PURSUANT TO
LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§
226.3, 552, AND 558**

1 Plaintiff JOSE RAMON PEREZ VACA (“Plaintiff”), on behalf of himself and others as an
2 “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of
3 SRAN AG II, INC., a California limited liability company, and/or any subsidiaries or affiliated
4 companies (hereinafter referred to as “Defendants”), as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other California employees who currently work or formerly worked for Defendants
9 (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay Plaintiff and Aggrieved Employees pay all minimum and
15 overtime wages earned during the course of employment, in violation of Labor Code §§ 510, 558,
16 and 1194. Plaintiff and other non-exempt Aggrieved Employees worked off-the-clock: they were not
17 paid for time spent undergoing COVID temperature checks, time which they were under the control
18 of Defendants and entitled to compensation. Plaintiff was also required to communicate with
19 Defendants while off-the-clock, thereby depriving him of further wages due. These instances deprived
20 Plaintiff and other non-exempt Aggrieved Employees of significant hours worked and minimum and
21 overtime wages due, and constitute violations of Labor Code §§ 510, 558, and 1194;

22 b. Failing to properly compute bonus wages and other non-base hourly wages
23 earned by Plaintiff and other non-exempt Aggrieved Employees into their regular rate of pay for
24 purposes of paying them overtime, meal period premiums, and sick pay wages at the correct rates, in
25 violation of Labor Code §§ 510, 558 and 1194. Defendants failed to properly blend these bonus wages
26 and other non-base hourly wages and instead paid Plaintiff and other non-exempt Aggrieved
27 Employees overtime, meal period premiums, and sick pay wages based only on the base hourly rate
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1 of pay, thus depriving Plaintiff and other non-exempt Aggrieved Employees of all wages earned, in
2 violation of Labor Code §§ 510, 558 and 1194;

3 c. Failing to pay premium wages to Plaintiff and other non-exempt Aggrieved
4 Employees who were denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order
5 No. 13-2001. Plaintiff and non-exempt Aggrieved Employees were routinely unable to take a 10-
6 minute rest period for every four (4) hours of work or major fraction thereof, but were not paid
7 premium wages of one hour's pay for each missed rest period. When they were able to take a rest
8 period, they were oftentimes late, cut short, or required to work through them. Plaintiff and other non-
9 exempt Aggrieved Employees were also prohibited from leaving Defendants' premises while on their
10 rest periods, thereby subjecting them to Defendants' control during their rest periods. Furthermore,
11 when rest periods were provided, Plaintiff and other non-exempt Aggrieved Employees were required
12 to carry and use a two-way radio, resulting in on-duty rest periods. This violates Labor Code § 226.7
13 and IWC Wage Order No. 13-2001;

14 d. Failing to pay premium wages to Plaintiff and other non-exempt Aggrieved
15 Employees who were denied proper meal periods, in violation of Labor Code §§ 226.7, 512, 558 and
16 IWC Wage Order 13-2001. Plaintiff and non-exempt Aggrieved Employees were routinely denied,
17 and not authorized to take, a proper, timely, uninterrupted, 30-minute meal period for every shift
18 worked that exceeded five hours, or a second proper, timely, uninterrupted, 30-minute meal period
19 for every shift worked that exceeded ten hours, but were not paid premium wages of one hour's pay
20 for each missed first or second meal period. When meal periods were provided, they were required to
21 carry and use a two-way radio, resulting in on-duty meal periods. When Plaintiff did receive a meal
22 period, it would typically be late, short, or he would have to clock out and continue working, which
23 also deprived him of all wages due since he was not paid for all hours worked. This violates Labor
24 Code §§ 226.7, 510, 512, 558, and 1194 and IWC Wage Order 13-2001;

25 e. Violating Labor Code §§ 551 and 552 by requiring Plaintiff and other non-
26 exempt Aggrieved Employees to work seven or more days in a row. Labor Code § 551 specifically
27 requires that a person employed in any occupation of labor is entitled to one day's rest therefrom in
28 seven. Labor Code § 552 further mandates that no employer shall cause his employees to work more

1 than six days in seven. As a result of requiring Plaintiff and other non-exempt Aggrieved Employees
2 to work seven or more days in a row, Defendants violated Labor Code §§ 551 and 552;

3 f. Failing to reimburse Plaintiff and other Aggrieved Employees for necessary
4 business expenses incurred in direct consequence of the discharge of their duties, in violation of Labor
5 Code § 2802, including, but not limited to, the use of their personal cellular phones and the purchase
6 of gloves and safety glasses while working for Defendants. Labor Code § 2802 states that an employer
7 must indemnify its employees for all necessary expenditures or losses incurred by the employee in
8 direct consequence of the discharge of their duties, and Defendants' failure to do so has violated this
9 section;

10 g. Making improper deductions from Plaintiff's and other Aggrieved Employees'
11 wages. Labor Code § 221 provides that "[i]t shall be unlawful for any employer to collect or receive
12 from an employee any part of wages theretofore paid by said employer to said employee." Defendants
13 have violated Labor Code § 221 (together with Labor Code § 510, 558 and 1194) because they
14 deducted "bank fees" from Plaintiff and other Aggrieved Employees. No authorization was made for
15 these deductions and Plaintiff and other Aggrieved Employees are entitled to civil penalties as a result;

16 h. Failing to provide Plaintiff and other non-exempt Aggrieved Employees with
17 wage statements that fully and accurately itemized the requirements set forth in Labor Code § 226(a).
18 Plaintiff and other non-exempt Aggrieved Employees were not paid all wages due, as stated above. As
19 such, the wage statements provided by Defendants failed to accurately state all gross wages earned, in
20 violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked, in violation of Labor Code §§
21 226(a)(2) and 226.3, net wages earned, in violation of Labor Code §§ 226(a)(5) and 226.3, and all
22 applicable hourly rates in effect during the pay period and the corresponding number of hours worked
23 at each hourly rate, in violation of Labor Code §§ 226(a)(9) and 226.3; and

24 i. Failing to pay Plaintiff and other non-exempt Aggrieved Employees all wages
25 due at the separation of their employment based on the time frames required by Labor Code §§ 201
26 and 202. As stated above, Plaintiff and other non-exempt Aggrieved Employees were not paid all
27 wages due during the course of their employment and, as a result of this failure, they were not timely
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1 paid all wages due at the separation of their employment. This violates Labor Code §§ 201-202 and is
2 alleged on behalf of Plaintiff and certain Aggrieved Employees no longer employed by Defendants.

3 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
4 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

5 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
6 The Labor Code violations alleged against Defendants herein arose in Sacramento County, California.

7 **II.**

8 **TOLLING AGREEMENT**

9 5. Plaintiff and Defendant entered into agreements to toll the statute of limitations,
10 pursuant to California Code of Civil Procedure § 360.5, from May 13, 2022 through and including
11 December 13, 2022. As such, all periods of limitation (statutory or otherwise) affecting any and all
12 claims or causes of actions which Plaintiff may have against Defendant have been tolled between
13 May 13, 2022 and December 13, 2022.

14
15 **III.**

16 **PARTIES**

17 **A. Plaintiff**

18 6. Plaintiff JOSE RAMON PEREZ VACA was employed by Defendants from
19 November 2017 through December 2021 as a non-exempt employee in Fresno County, California.

20 **B. Defendant**

21 7. Defendant SRAN AG II, INC., is a California corporation. Defendant SRAN AG II,
22 INC., employed Plaintiff and Aggrieved Employees throughout the State of California, including
23 Fresno County, California.

24 8. The true names and capacities, whether individual, corporate, associate, or otherwise,
25 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
26 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
27 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
28 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will

1 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
2 designated hereinafter as DOES when such identities become known.

3 9. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
4 in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
5 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally
6 attributable to the other Defendants.

7 10. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting
8 on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more
9 provisions of the California Labor Code as alleged herein.

10 III.

11 CAUSES OF ACTION

12 FIRST CAUSE OF ACTION

13 PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS 14 PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR 15 CODE §§ 201, 202, 221, 226(a), 226.7, 510, 512, 551, 1194, AND 2802 AND PURSUANT TO 16 LABOR CODE § 2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3, 552, AND 558

17 11. Plaintiff incorporates paragraphs 1 through 10 of this Complaint as though fully set
18 forth herein.

19 12. As a result of the acts alleged above, including the Labor Code violations set forth in
20 paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

21 13. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to
22 penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

- 23 a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for
24 each subsequent violation of Labor Code §§ 201, 202, 221, 226(a), 226.7, 510,
25 512, 551, 1194, and 2802; and
26 b. Pursuant to Labor Code § 2699(a), the penalties as authorized by Labor Code
27 §§ 226.3, 552, and 558.
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14. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

15. On March 9, 2022, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of March 9, 2022. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as described below.

IV.

RELIEF REQUESTED

WHEREFORE, Plaintiff prays for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other Aggrieved Employees;

2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable law; and

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

Dated: November 29, 2022

Respectfully submitted,

GAINES & GAINES
A Professional Law Corporation

By: Daniel F. Gaines
DANIEL F. GAINES
EVAN S. GAINES
Attorneys for Plaintiff