

Assigned for all purposes to: Stanley Mosk Courthouse, Judicial Officer: Theresa Traber

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individually and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Noah Winn, individually and on behalf of
himself and all others similarly situated,

Plaintiff,

vs.

Southern Glazer's Wine and Spirits, LLC, a
California limited liability company; and DOES
1 through 50, inclusive,

Defendants

CASE NO.: **22STCV38355**

**COMPLAINT FOR VIOLATION OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

1 Plaintiff Noah Winn (“PLAINTIFF”), individually, demanding a jury trial, on behalf of
2 herself and other persons similarly situated, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved
5 employees of Defendant SOUTHERN GLAZER’S WINE AND SPIRITS, LLC, a California
6 limited liability company, and DOES 1 through 50, inclusive, (collectively, “DEFENDANTS”) to
7 recover penalties arising from unpaid wages earned and due, including but not limited to unpaid
8 and illegally calculated overtime and minimum wage compensation, illegal meal and rest period
9 policies, failure to pay all wages due to discharged or quitting employees, failure to maintain
10 required records, failure to provide accurate itemized wage statements, failure to timely pay
11 wages during employment, failure to indemnify employees for necessary expenditures and/or
12 losses incurred in discharging their duties.

13 **JURISDICTION AND VENUE**

14 2. The Superior Court of the State of California has jurisdiction in this matter because
15 PLAINTIFF is a citizen and resident of the State of California and DEFENDANTS are citizens
16 and residents of, and/or regularly conduct business in, California. Further, no federal question is
17 at issue because the claims are based solely on California law.

18 3. Venue is proper in this judicial district and the County of Los Angeles, California
19 because aggrieved employees performed work for DEFENDANTS in the County of Los Angeles
20 and many of DEFENDANTS’ unlawful actions and omissions, as set forth herein, occurred in the
21 County of Los Angeles.

22 **PARTIES**

23 4. PLAINTIFF is a resident of the State of California. At times material to this
24 complaint, PLAINTIFF was employed by DEFENDANTS in the State of California as a non-
25 exempt employee.

26 5. PLAINTIFF is informed and believes, and thereon alleges, that Defendant
27 SOUTHERN GLAZER’S WINE AND SPIRITS, LLC is, and at all times relevant hereto was, a
28 limited liability company organized and existing under the laws of the State of California.

1 PLAINTIFF is further informed and believes, and thereon alleges, that Defendant SOUTHERN
2 GLAZER'S WINE AND SPIRITS, LLC is authorized to conduct business in the State of
3 California, and does conduct business in the State of California.

4 6. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
5 PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE defendants under fictitious
6 names. PLAINTIFF is informed and believes, and thereon alleges, that each defendant
7 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
8 that PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
9 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
10 court to amend this complaint to allege the true names and capacities of such DOE defendants
11 when ascertained.

12 7. At all relevant times herein, DEFENDANTS were the joint employers of
13 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon
14 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
15 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
16 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
17 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-
18 defendant, and each was the alter ego of the other.

19 8. At all relevant times herein, PLAINTIFF and other aggrieved employees were
20 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
21 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
22 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
23 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
24 schemes which include, but are not limited to, failing to pay overtime premiums; failing to pay
25 minimum wages, failing to provide rest and meal periods; failing to pay meal and rest period
26 premium payments, failing to properly maintain records; failing to provide accurate itemized
27 statements for each pay period; failing to timely pay wages during employment; failing to
28 properly compensate PLAINTIFF and other aggrieved employees for necessary expenditures; and

1 requiring, permitting or suffering the employees to work off the clock, in violation of the
2 California Labor Code (“Labor Code”) and the applicable Industrial Welfare Commission
3 (“IWC”) Wage Order.

4 9. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
5 of the acts and omissions alleged herein were performed by, and/or attributable to, all
6 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
7 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
8 and scope of said agency, employment and/or direction and control.

9 10. Pursuant to California Labor Code § 558.1, DEFENDANTS and any person acting
10 on behalf of any of the DEFENDANTS, are liable for violating, or causing to violate, any
11 provision regulating minimum wages or hours and days of work in any order of the Industrial
12 Welfare Commission, or Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802.

13 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

14 11. Pursuant to the California Private Attorneys General Act of 2004 (“PAGA”),
15 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current
16 and former non-exempt aggrieved employees of DEFENDANTS in the State of California.

17 12. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice by online filing
18 on April 7, 2022 to the California Labor and Workforce Development Agency (“LWDA”) and by
19 certified mail to DEFENDANTS of the specific provisions of the Labor Code and IWC Wage
20 Orders alleged to have been violated, including the facts and theories to support the alleged
21 violations. Within sixty (60) calendar days of the April 7, 2022 postmark date of PLAINTIFF’s
22 notice letter, the LWDA did not provide notice to PLAINTIFF that it intends to investigate the
23 alleged violations. Pursuant to California Labor Code § 2699.3(d), the sixty-five (65) day notice
24 period set forth in California Labor Code § 2699.3(a) is not counted as part of the time limited for
25 the commencement of this civil action. Therefore, PLAINTIFF has complied with all of the
26 requirements set forth in California Labor Code § 2699.3 to commence a representative action
27 under PAGA.

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1 **FACTUAL ALLEGATIONS**

2 **Failure to Provide Required Meal Periods**

3 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 7-2001, § 11]**

4 13. At times relevant herein, as part of DEFENDANTS' illegal policies and practices
5 to deprive their current and former non-exempt employees all wages earned and due,
6 DEFENDANTS required, suffered or permitted PLAINTIFF and other aggrieved employees to
7 take less than the 30-minute meal period, or to work through them, and have failed to otherwise
8 provide the required meal periods to PLAINTIFF and other aggrieved employees pursuant to
9 Labor Code §§ 226.7 and 512 and IWC Order No. 7-2001, § 11.

10 14. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
11 Order No. 7-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees
12 who were not provided with a meal period, in accordance with the applicable IWC Wage Order,
13 one additional hour of compensation at each employee's regular rate of pay for each workday that
14 a meal period was not provided.

15 **Failure to Provide Required Rest Periods**

16 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 7-2001, § 12]**

17 15. At all times relevant herein, as part of DEFENDANTS' illegal policies and
18 practices to deprive their current and former non-exempt employees all wages earned and due,
19 DEFENDANTS failed to provide rest periods to PLAINTIFF and other aggrieved employees as
20 required under Labor Code § 226.7, and IWC Wage Order No. 7-2001, § 12.

21 16. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 7-
22 2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were not provided
23 with a rest period, in accordance with the applicable IWC Wage Order, one additional hour of
24 compensation at each employee's regular rate of pay for each workday that a rest period was not
25 provided.

26 **Failure to Pay Overtime Wages**

27 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 7-2001, § 3]**

28 17. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 7-2001, § 3,

1 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
2 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
3 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
4 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
5 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
6 on the seventh consecutive day of work in any workweek.

7 18. PLAINTIFF and other aggrieved employees are current and former non-exempt
8 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and
9 IWC Wage Order No. 7-2001. At times relevant herein, DEFENDANTS failed to compensate
10 PLAINTIFF and other aggrieved employees for all overtime hours worked as required under the
11 foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to
12 pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by Labor
13 Code §§ 510, 1194, and IWC Wage Order No. 1-2001, § 3; requiring, suffering or permitting
14 PLAINTIFF and other aggrieved employees to work off the clock; requiring, permitting or
15 suffering PLAINTIFF and other aggrieved employees to work through meal breaks; illegally and
16 inaccurately recording time in which PLAINTIFF and other aggrieved employees worked; failing
17 to properly maintain PLAINTIFF's and other aggrieved employees' records; failing to provide
18 accurate itemized wage statements to PLAINTIFF for each pay period; and other methods to be
19 discovered.

20 19. DEFENDANTS have knowingly and willfully refused to perform their obligations
21 to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours
22 worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 7-2001, § 3.

23 **Failure to Pay Minimum Wages**

24 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 7-2001, § 4]**

25 20. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 7-
26 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
27 worked in a payroll period is unlawful.

28 21. At times relevant herein, and in violation of California Labor Code §§ 1194 and

1 1197 and IWC Wage Order No. 7-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and other
2 aggrieved employees the applicable minimum wages for all hours worked in a payroll period by,
3 among other things: requiring, suffering or permitting PLAINTIFF and other aggrieved
4 employees to work off the clock; requiring, suffering or permitting PLAINTIFF and other
5 aggrieved employees to work through meal breaks; illegally and inaccurately recording time in
6 which PLAINTIFF and other aggrieved employees worked; failing to properly maintain
7 PLAINTIFF's and other aggrieved employees' records; failing to provide accurate itemized wage
8 statements to PLAINTIFF and other aggrieved employees for each pay period; and other methods
9 to be discovered.

10 **Failure to Timely Pay Wages During Employment**

11 **[Cal. Labor Code § 204]**

12 22. Pursuant to California Labor Code § 204, for all labor performed between the 1st
13 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
14 employees between the 16th and 26th day of the month during which the labor was performed.
15 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
16 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
17 between the 1st and 10th day of the following calendar month. In addition, California Labor Code
18 § 204 provides that all wages earned for labor in excess of the normal work period shall be paid
19 no later than the payday of the next regular payroll period.

20 23. At times relevant herein, DEFENDANTS knowingly and willfully failed to timely
21 pay PLAINTIFF and other aggrieved employees all wages for labor performed by the next
22 regular payroll period as required by California Labor Code § 204.

23 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

24 **[Cal. Labor Code §§ 201, 202, 203]**

25 24. Pursuant to Labor Code §§ 201, 202 and 203, DEFENDANTS are required to pay
26 all earned and unpaid wages to an employee who is discharged or who quits. Labor Code § 201
27 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid
28 at the time of discharge are due and payable immediately.

1 25. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
2 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
3 employment, unless the employee provided 72 hours previous notice of his or her intention to
4 quit, in which case the employee is entitled to his or wages at the time of quitting.

5 26. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
6 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
7 employer is liable for waiting time penalties in the form of continued compensation to the
8 employee at the same rate for up to 30 workdays.

9 27. At times relevant herein, in violation of Labor Code §§ 201 and 202,
10 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
11 PLAINTIFF and other aggrieved employees who were discharged or quit his or her employment.

12 **Failure to Maintain Required Records**

13 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 7-2001, § 7]**

14 28. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
15 practices to deprive PLAINTIFF and other aggrieved employees of all wages earned and due,
16 DEFENDANTS knowingly and intentionally failed to maintain records as required under Labor
17 Code §§ 226(a) and 1174(d) and IWC Wage Order No. 7-2001, § 7, including but not limited to
18 the following records: total daily hours worked by each employee; applicable rates of pay; all
19 deductions; meal periods; time records showing when each employee begins and ends each work
20 period; and accurate itemized statements.

21 **Failure to Furnish Accurate Itemized Wage Statements**

22 **[Cal. Labor Code § 226(a); IWC Wage Order No. 7-2001, § 7]**

23 29. At times relevant herein, DEFENDANTS routinely failed and continue to fail to
24 provide PLAINTIFFS and other aggrieved employees with timely and accurate itemized wage
25 statements in writing showing each employee's gross wages earned, total hours worked, the
26 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
27 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
28 employee is paid, the name of the employee and only the last four digits of his or her social

1 security number or employee identification number, the name and address of the legal entity or
2 entities employing PLAINTIFF and other aggrieved employees, and all applicable hourly rates in
3 effect during each pay period and the corresponding number of hours worked at each hourly rate,
4 in violation of California Labor Code § 226(a) and IWC Wage Order No. 7-2001 § 7.

5 30. At times relevant herein, DEFENDANTS knowingly and intentionally failed to
6 provide PLAINTIFF and other aggrieved employees with timely and accurate itemized wage
7 statements in accordance with Labor Code § 226(a).

8 31. At times relevant herein, PLAINTIFF and other aggrieved employees suffered
9 injury as a result of DEFENDANTS' failure to provide timely and accurate itemized wage
10 statements as PLAINTIFF and other aggrieved employees could not promptly and easily
11 determine from the wage statement alone one or more of the following: the gross wages earned,
12 the total hours worked, all deductions made, the net wages earned, the name and address of the
13 legal entity or entities employing PLAINTIFF and other aggrieved employees, and/or all
14 applicable hourly rates in effect during each pay period and the corresponding number of hours
15 worked at each hourly rate.

16 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
17 **Duties**

18 **[Cal. Labor Code § 2802]**

19 32. Labor Code § 2802(a) requires an employer to indemnify an employee for all
20 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
21 of her his or her duties, or of his or her obedience to the directions of the employer.

22 33. At times relevant herein, DEFENDANTS failed to indemnify PLAINTIFF and
23 other aggrieved employees for all business expenses and/or losses incurred in direct consequence
24 of the discharge of their duties while working under the direction of DEFENDANTS, including
25 but not limited to expenses for personal cell phone usage, car usage (mileage), and other
26 employment-related expenses, in violation of Labor Code § 2802.

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1 **FIRST CAUSE OF ACTION**

2 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

3 **[Cal. Labor Code § 2698, *et seq.*]**

4 **(Against All DEFENDANTS)**

5 34. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 33.

7 35. PLAINTIFF is an “aggrieved employees” within the meaning of Labor Code §
8 2699(c), and proper representatives to bring a civil action on behalf of himself and other current
9 and former non-exempt employees of DEFENDANTS pursuant to the procedures specified in
10 Labor Code § 2699.3, because PLAINTIFF was employed by DEFENDANTS and one or more
11 of the alleged Labor Code violations was committed against PLAINTIFF during the relevant
12 period.

13 36. PLAINTIFF seeks to recover civil penalties through a representative action
14 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
15 Cal.4th 969. Thus, class certification is not required.

16 37. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
17 penalties from DEFENDANTS in a representative action for the violations set forth above,
18 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
19 512, 1174(d), 1194, 1197, 1198, and 2802.

20 38. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
21 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
22 provided, including but not limited to the following:

23 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,
24 DEFENDANTS are subject to a civil penalty in the amount of one hundred
25 dollars (\$100) for the initial violation for each failure to pay each employee
26 and two hundred dollars (\$200) per employee for violations in subsequent
27 pay periods.

28 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),

1 DEFENDANTS are subject to a civil penalty in the amount of two hundred
2 and fifty dollars (\$250) per aggrieved employee for the initial pay period
3 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
4 employee for violations in subsequent pay periods.

5 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
6 on behalf of an employer who violates, or causes to be violated, a section
7 of this chapter or any provision regulating hours and days of work in any
8 order of the Industrial Welfare Commission,” including Labor Code §§ 510
9 and 512, shall be subject to a civil penalty, in addition to any other penalty
10 provided by law, of fifty dollars (\$50) for initial violations for each
11 underpaid employee for each pay period for which the employee was
12 underpaid and one hundred dollars (\$100) for each subsequent violation for
13 each underpaid employee for each pay period for which the employee was
14 underpaid.

15 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
16 DEFENDANTS are subject to a civil penalty of five hundred dollars
17 (\$500).

18 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
19 paid to any employee a wage less than the minimum fixed by an order of
20 the commission, shall be subject to a civil penalty as follows: for any initial
21 violation that is intentionally committed, one hundred dollars (\$100) for
22 each underpaid employee for each pay period for which the employee is
23 underpaid; and for each subsequent violation of the same offense, two
24 hundred fifty dollars (\$250) for each underpaid employee for each pay
25 period for which the employee is underpaid regardless of whether the
26 initial violation was intentionally committed.

27 39. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
28 penalty is not specifically provided, the following civil penalties are established: one hundred

1 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
2 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
3 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
4 violations of Labor Code provisions for which a civil penalty is not specifically provided,
5 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

6 40. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
7 Labor Code § 2699(g)(1).

8 **PRAYER FOR RELIEF**

9 WHEREFORE, PLAINTIFF, individually and on behalf of all other aggrieved employees,
10 pray for relief against DEFENDANTS as follows:

11 1. For civil penalties according to proof, including but not limited to all penalties
12 authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);

13 2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802,
14 California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-
15 judgment interest;

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

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

19
20 DATED: December 9, 2022

Respectfully submitted,

21 **MATERN LAW GROUP, PC**

22
23 By:



24 MATTHEW J. MATERN
KAYVON SAOBURIAN

25 Attorneys for Plaintiff NOAH WINN, individually
26 and on behalf of all others similarly situated
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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: December 9, 2022

Respectfully submitted,

MATERN LAW GROUP, PC

By:



MATTHEW J. MATERN
KAYVON SABOURIAN

Attorneys for Plaintiff NOAH WINN, individually
and on behalf of all others similarly situated