

1 **MESSRELIAN LAW INC.**
2 Harout Messrelian (SB# 272020)
3 hm@messrelianlaw.com
4 Maralle Messrelian, Of Counsel (SB#316974)
5 maralle@messrelianlaw.com
6 500 N. Central Ave., Suite 840
7 Glendale, California 91203
8 Telephone: (818) 484-6531
9 Facsimile: (818) 956-1983

10 Attorneys for Plaintiff Manuel Ortiz Perez

E-FILED
12/1/2022 9:01 AM
Clerk of Court
Superior Court of CA,
County of Santa Clara
22CV408061
Reviewed By: R. Cachux

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SANTA CLARA**

13 22CV408061

14 MANUEL ORTIZ PEREZ,

15 Plaintiff,

16 vs.

17 SAN FELIPE FARMS, INC.;
18 SAN FELIPE FARMS, L.P.; and
19 DOES 1 to 25, inclusive,

20 Defendants.

) CASE NO.:
)
) **COMPLAINT FOR DAMAGES FOR:**
)
) **1) FAILURE TO COMPENSATE FOR**
) **ALL HOURS WORKED;**
) **2) FAILURE TO PAY MINIMUM**
) **WAGES;**
) **3) FAILURE TO PAY OVERTIME;**
) **4) FAILURE TO PROVIDE**
) **ACCURATE ITEMIZED WAGE**
) **STATEMENTS;**
) **5) FAILURE TO PAY WAGES WHEN**
) **EMPLOYMENT ENDS;**
) **6) FAILURE TO PAY WAGES OWED**
) **EVERY PAY PERIOD;**
) **7) FAILURE TO GIVE REST BREAKS;**
) **8) FAILURE TO GIVE MEAL**
) **BREAKS;**
) **9) PRIVATE ATTORNEYS GENERAL**
) **ACT ("PAGA");**
) **10) AGE DISCRIMINATION IN**
) **VIOLATION OF THE FAIR**
) **EMPLOYMENT AND HOUSING**
) **ACT ("FEHA");**
) **11) DISCRIMINATION ON THE BASIS**
) **OF PHYSICAL DISABILITY IN**
) **VIOLATION OF FEHA;**
) **12) FAILURE TO ACCOMMODATE**
) **PHYSICAL DISABILITY IN**
) **VIOLATION OF FEHA;**

- 1) 13) FAILURE TO ENGAGE IN
2) INTERACTIVE PROCESS TO
3) DETERMINE REASONABLE
4) ACCOMMODATION IN
5) VIOLATION OF FEHA;
6) 14) RETALIATION IN VIOLATION OF
7) FEHA;
8) 15) FAILURE TO PREVENT
9) DISCRIMINATION AND
10) RETALIATION IN VIOLATION OF
11) FEHA;
12) 16) WRONGFUL TERMINATION IN
13) VIOLATION OF PUBLIC POLICY;
14) 17) VIOLATION OF CALIFORNIA
15) BUSINESS AND PROFESSIONS
16) CODE SECTION 17200.

17)
18)
19)
20)
21)
22)
23)
24)
25)
26)
27)
28)

DEMAND FOR JURY TRIAL

COMES NOW Plaintiff, MANUEL ORTIZ PEREZ (hereinafter “Plaintiff”), and
alleges as follows:

PARTIES, JURISDICTION, VENUE

1. Jurisdiction and Venue are proper in this Court and this action is properly filed in the
County of Santa Clara in this judicial district because Defendants SAN FELIPE FARMS, INC.,
SAN FELIPE FARMS, L.P., and DOES 1 to 25, inclusive, do business in the County of Santa
Clara and because Defendants’ obligations and liabilities arise therein, and because the work that
was performed by Plaintiff in the County of Santa Clara is the subject of this action. Moreover,
Plaintiff’s damages sought herein exceed \$25,000.

2. Plaintiff is a 68 year old male resident of the city of Gilroy, County of Santa Clara,
State of California.

3. Plaintiff is informed and believes that at all times herein mentioned, Defendant SAN
FELIPE FARMS, INC. is and was a California corporation, doing business in Santa Clara
County, California, and which employed Plaintiff.

4. Plaintiff is informed and believes that at all times herein mentioned, Defendant SAN
FELIPE FARMS, L.P. is and was a California limited partnership, doing business in Santa Clara
County, California, and which employed Plaintiff.

5. SAN FELIPE FARMS, L.P. and SAN FELIPE FARMS, INC. are considered “joint

1 employers” in that they each controlled the wages, hours, and/or working conditions of Plaintiff
2 and other aggrieved employees (defined below). SAN FELIPE FARMS, L.P. and SAN FELIPE
3 FARMS, INC. are hereinafter referred to as “Defendants” or “SAN FELIPE FARMS.”

4 6. The “aggrieved employees” are all current and former hourly non-exempt or hourly paid
5 employees who worked for SAN FELIPE FARMS at any and all of their California locations
6 during the relevant time period pursuant to California Labor Code section 2698, et. seq., the
7 Labor Code Private Attorneys General Act of 2004 (“PAGA”).

8 7. Plaintiff is ignorant of the true names and capacities, whether individual, corporate, or
9 associate of those defendants fictitiously sued as DOES 1 to 25, inclusive, and so Plaintiff sues
10 them by these fictitious names. Plaintiff is informed and believes that each of the DOE
11 defendants, numbers 1 to 25, reside in the State of California and are in some manner responsible
12 for the conduct alleged herein. Upon discovering the true names and capacities of these
13 fictitiously named defendants, Plaintiff will amend this complaint to show the true names and
14 capacities of these fictitiously named defendants.

15 8. Unless otherwise alleged in this complaint, Plaintiff is informed, and on the basis of
16 that information and belief, alleges that at all times herein mentioned, each of the remaining
17 codefendants, in doing the things hereinafter alleged, were acting within the course, scope, and
18 under the authority of their agency, employment, or representative capacity, with the consent
19 of his/her codefendants.

20 **GENERAL ALLEGATIONS**

21 9. Plaintiff started working for SAN FELIPE FARMS in or around March 2004. Plaintiff
22 continuously worked for SAN FELIPE FARMS until on or around September 29, 2021 when
23 his employment ended. Throughout his employment tenure, Plaintiff was classified as an hourly,
24 non-exempt employee, his latest rate of pay was \$19 per hour, and he was paid on a weekly
25 basis.

26 10. SAN FELIPE FARMS has committed the following labor code violations against
27 Plaintiff and other similarly situated aggrieved employees, including all hourly, non-exempt
28 employees who worked for SAN FELIPE FARMS at any of their California locations during the
applicable PAGA period.

1 11. SAN FELIPE FARMS did not provide Plaintiff and other similarly situated aggrieved
2 employees with the minimum wages to which they were entitled for all work performed and as
3 such did not compensate Plaintiff and others for all hours worked at the minimum wage rate
4 pursuant to California Labor Code sections 1194, 1197 and 1197.1. This is so because the
5 company had a policy and practice of rounding down work hours to the detriment of employees,
6 resulting in minimum wage violations. As such, Plaintiff and the other aggrieved employees did
7 not get compensated for all the hours they actually worked and did not receive at least the
8 minimum wage for all the hours they worked in contravention of California law.

9 12. Due to the above “off the clock” violations and as a matter of company policy and
10 practice, SAN FELIPE FARMS also violated Labor Code §510 and Industrial Welfare
11 Commission Wage Order 14 because it failed to pay Plaintiff and other similarly situated
12 aggrieved employees overtime, even though they worked more than 10 hours per day throughout
13 their employment. Despite their work hours, Plaintiff and others did not receive overtime
14 compensation at 1.5 times their regular rate of pay for hours worked past 10 in a workday. In
15 addition, the company did have a program for non-discretionary bonuses (\$1,000 per year) and
16 did provide bonuses to employees, however, those bonuses were not factored into the regular
17 rate of pay for purposes of deciphering the accurate overtime rate of pay.

18 13. SAN FELIPE FARMS violated Labor Code § 226.7 and the applicable Industrial Welfare
19 Commission Wage Order no. 14 because it failed to provide Plaintiff and other similarly situated
20 aggrieved employees 10-minute rest periods for every four hours of work, or majority portion
21 thereof, throughout their employment. SAN FELIPE FARMS did not completely relieve
22 Plaintiff of all duty during said rest periods. SAN FELIPE FARMS did not pay to Plaintiff one
23 additional hour of pay at Plaintiff’s regular rate of compensation for each workday that one or
24 more statutory rest periods was not provided. It was not part of the company policy and culture
25 for employees such as Plaintiff and others to consistently take timely, uninterrupted rest breaks,
26 especially due to the continuous work obligations at the farm. As such, the culture and
27 environment at SAN FELIPE FARMS did not lend itself to the employees receiving statutory
28 breaks wherein they were relieved of all work duties. It was the normal practice and custom of

1 SAN FELIPE FARMS not to authorize, permit, and enforce timely, uninterrupted statutory rest
2 periods.

3 14. SAN FELIPE FARMS violated Labor Code §§ 512 and 226.7 and the applicable
4 Industrial Welfare Commission Wage Order no. 14 because it failed to provide Plaintiff and
5 other similarly situated aggrieved employees the requisite 30-minute, uninterrupted meal periods
6 for every five (5) hours of work (and before the fifth hour) throughout their employment, and
7 Plaintiff did not validly waive said meal periods. SAN FELIPE FARMS did not completely
8 relieve Plaintiff of all duties during said meal periods. SAN FELIPE FARMS did not pay to
9 Plaintiff one additional hour of pay at Plaintiff's regular rate of compensation for each workday
10 that one or more statutory meal periods was not provided. Plaintiff and others did not always
11 receive a timely, uninterrupted meal period before the 5th hour wherein they were relieved of all
12 work duties. It was the normal practice and custom of SAN FELIPE FARMS not to consistently
13 authorize, permit, and enforce timely statutory meal periods.

14 15. Furthermore, during the relevant time period, and due to the above labor code violations,
15 SAN FELIPE FARMS failed to pay Plaintiff and other similarly situated aggrieved employees
16 all wages due to them within any time period specified by California Labor Code section 204.
17 SAN FELIPE FARMS was also in violation of California Labor Code section 226(a) by failing
18 to include pertinent information on the wage statements, including but not limited to, the correct
19 hourly rate, all hours worked, overtime hours worked, correct overtime pay, gross wages earned,
20 net wages earned, premium pay for missed meal and rest breaks, all deductions, the correct start
21 and end of the pay period, all employee identifying information, the correct name and address of
22 the legal employer, and reimbursement for business expenses, among others. As such, SAN
23 FELIPE FARMS did not provide Plaintiff and other similarly situated aggrieved employees with
24 complete, accurate itemized wage statements.

25 16. SAN FELIPE FARMS violated Labor Code § 203 because it willfully failed to pay
26 Plaintiff and other similarly situated aggrieved employees earned and due wages upon separation
27 of employment, either immediately upon involuntary termination, or within 72 hours of
28 resignation. These earned but unpaid wages include the unpaid minimum wages/compensation
for all hours worked, overtime, premium pay for missed meal and rest breaks, and business

1 expense reimbursement, among others.

2 17. During the relevant time period, SAN FELIPE FARMS also failed to keep accurate and
3 complete payroll records showing the correct wages paid to Plaintiff and other aggrieved
4 employees pursuant to California Labor Code sections 1174(d).

5 18. On or around September 29, 2021, Plaintiff suffered an accident at work wherein he fell
6 and hurt his back. The day following his fall, Plaintiff received a call from the company stating
7 that they had to let Plaintiff go because it was slow and there was no more work for him. SAN
8 FELIPE FARMS was unequivocally aware that Plaintiff had suffered an on-the-job injury and
9 had been seen at a clinic for his injuries. SAN FELIPE FARMS failed to engage in the interactive
10 process with Plaintiff and failed to provide a reasonable accommodation. Instead, after
11 approximately 18 years of service to the company, Plaintiff was essentially hung out to dry.

12 19. Defendants also discriminated against Plaintiff due to his age in being in his late 60s (age
13 68 in 2021) whereas most of the other employees were under 40 years of age. Furthermore, in
14 May or June 2021, when Plaintiff was still working for SAN FELIPE FARMS, Defendants had
15 cut his hours and had provided him fewer working hours than literally everyone else. In fact,
16 there was another co-worker who was also terminated with Plaintiff that was also advanced in
17 age (age 65). As such, SAN FELIPE FARMS wrongfully terminated Plaintiff's employment in
18 violation of public policy and the Fair Employment and Housing Act ("FEHA") due to the injury
19 he suffered on the job (physical disability) and due to his age.

20 20. Plaintiff has exhausted his administrative remedies. Prior to the filing of this lawsuit,
21 Plaintiff filed a complaint with the Department of Fair Employment and Housing ("DFEH"),
22 alleging claims in this complaint. The DFEH immediately issued to Plaintiff a right to sue letter.

23 **FIRST CAUSE OF ACTION**

24 **FAILURE TO COMPENSATE FOR ALL HOURS WORKED**

25 **(California Industrial Welfare Commission Order 14-2001, California Code of
26 Regulations Title 8 Section 11140, and California Labor Code Section 1198)**

27 **(Plaintiff against all named defendants and all DOE defendants)**

28 21. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
alleged herein.

1 22. At all times relevant herein, Defendants were required to compensate their employees for
2 all hours worked upon reporting for work at the appointed time stated by the employer pursuant
3 to Industrial Welfare Commission Order 14-2001, California Code of Regulations, Title 8,
4 Section 11140.

5 23. For the three (3) years preceding filing of this action, Defendants failed to compensate
6 Plaintiff for all hours worked.

7 24. Under the aforementioned wage order and regulations, Plaintiff is to recover
8 compensation for all hours worked but not paid by Defendants for the three (3) years preceding
9 the filing of this Complaint.

10 25. As a proximate result of the aforementioned violations, Plaintiff has been damaged in
11 an amount according to proof at time of trial, but in an amount in excess of the jurisdiction of
12 this Court.

13 26. Defendants' conduct described herein violates Labor Code Section 512, 558, 1194, and
14 1198. Therefore, pursuant to Labor Code Sections 218.5, 512, 558, and 1194, Plaintiff is entitled
15 to recover damages for the nonpayment of wages for all hours worked, penalties, plus reasonable
16 attorney's fees and costs of suit.

17 27. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
18 along with any allowable interest, penalties, attorney's fees, and costs which will equal an
19 amount known to Plaintiff once he has obtained all of his payroll records from Defendants.

20 **SECOND CAUSE OF ACTION**

21 **FAILURE TO PAY MINIMUM WAGES**

22 **(California Labor Code Sections 1194, 1194.2, 1197)**

23 **(Plaintiff against all named defendants and all DOE defendants)**

24 28. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
25 fully alleged herein.

26 29. Pursuant to Labor Code Sections 1194, 1194.2 and 1197, it is unlawful for an employer
27 to suffer or permit a California employee to work without paying wages at the minimum wage
28 rate for all hours worked as required by the applicable Industrial Welfare Commission
(hereinafter "IWC") Wage Order No. 14-2001, codified at California Code of Regulations, Title

1 8, Section 11140, subdivision 4.

2 30. Pursuant to IWC Wage Order no. 14-2001, subdivision 2(G), at all relevant times,
3 “hours worked” included “the time during which an employee is subject to the control of an
4 employer, and includes all the time the employee is suffered or permitted to work, whether or
5 not required
6 to do so...”

7 31. During his employment, Plaintiff was regularly required as a matter of uniform policy
8 and practice to work, and in fact worked, as an employee of Defendants and Plaintiff was paid
9 less than the minimum wage rate by Defendants for hours worked in violation of California
10 Labor Code Section 1197 and the applicable California Industrial Wage Commission wage
11 order(s).

12 32. Plaintiff was, at all relevant times, under the control of Defendants and suffered or
13 permitted to work by Defendants. Defendants’ acts or omissions in failing to adequately
14 compensate Plaintiff were not in good faith nor were there reasonable grounds for Defendants
15 to believe that their acts or omissions were not contrary to California law.

16 33. For all hours worked by Plaintiff for which he was paid less than the minimum wage rate
17 by Defendants, Plaintiff is entitled to not less than the applicable California minimum wage rate
18 and, pursuant to Labor Code Section 1194.2(a), liquidated damages in an amount equal to unpaid
19 minimum wages and interests thereon. Pursuant to Labor Code Section 1194, Plaintiff is also
20 entitled to attorney’s fees, costs and interests according to proof.

21 34. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney’s fees, and costs according to proof at
23 trial.

24 **THIRD CAUSE OF ACTION**

25 **FAILURE TO PAY OVERTIME**

26 **(California Industrial Welfare Commission Order 14-2001, California Code of**
27 **Regulations Title 8 Section 11140; California Labor Code Section 510)**
28 **(Plaintiff against all named defendants and all DOE defendants)**

35. Plaintiff incorporates by reference each and every paragraph of this Complaint as if

1 fully alleged herein.

2 36. Pursuant to Industrial Welfare Commission Order No. 14-2001, Cal. Code of Regs., Title
3 8, Section 11140, for the period of Plaintiff's employment, Defendants were required to
4 compensate Plaintiff for all overtime, which is calculated at one and one-half (1.5) times the
5 regular rate of pay for hours worked in excess of eight (8) in a day or forty (40) hours in a week,
6 and two (2) times the regular rate of pay for hours worked in excess of twelve (12) hours in a
7 day or hours worked in excess of eight (8) on the seventh consecutive work day in a week.

8 37. Plaintiff was a non-exempt employee entitled to the protections of the California
9 Industrial Welfare Commission Order No. 14-2001, California Code of Regulations, Title 8,
10 Section 11140.

11 38. Plaintiff worked more than eight (8) hours in a single workday or forty (40) hours in
12 a single workweek on numerous occasions.

13 39. Plaintiff was entitled to the above overtime premiums.

14 40. Defendants did not pay Plaintiff premium wages of at least one and one-half times
15 Plaintiff's regular rate of pay for hours worked past eight (8) in a day.

16 41. Defendants did not pay Plaintiff premium wages of at least one and one-half times
17 Plaintiff's regular rate of pay for hours worked past forty (40) in a week.

18 42. Plaintiff worked at least one pay period in which he was not properly paid overtime
19 within the three (3) years prior to the initiation of this lawsuit.

20 43. Defendants know or should know the actual dates of overtime worked, the amount of
21 overtime worked, and the amount of unpaid overtime due.

22 44. As a proximate result of Defendants' violations, Plaintiff has been damaged in an
23 amount according to proof at time of trial, but in an amount in excess of the jurisdiction of this
24 Court.

25 45. Pursuant to California Labor Code Sections 218.6, 510, 1194, and California Code of
26 Regulations, Title 8, Sections 11140, Plaintiff is entitled to recover damages for the
27 nonpayment of overtime premiums for all overtime hours worked, penalties, interest, plus
28 reasonable attorney's fees and costs of suit.

46. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **FOURTH CAUSE OF ACTION**

4 **FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS**

5 **(California Labor Code Section 226)**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7 47. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
8 fully alleged herein.

9 48. Pursuant to California Labor Code Section 226, every employer must furnish each
10 employee an itemized statement of wages and deductions at the time of payment of wages.

11 49. Defendants knowingly and intentionally did not furnish Plaintiff with any pay stubs that
12 accurately reflected all information required by Labor Code Section 226, including but not
13 limited to, all hours worked, gross wages earned, including overtime, minimum wages, and
14 premium pay for missed meal and rest breaks, net wages earned, total hours worked by the
15 employee, all deductions, and business expense reimbursement. Therefore, Defendants failed to
16 maintain and provide accurate itemized wage statements to Plaintiff in accordance with
17 California Labor Code Section 226(a).

18 50. Pursuant to California Labor Code Section 226(e), Plaintiff is entitled to recover the
19 greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation
20 occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay
21 period, not exceeding an aggregate amount of four thousand dollars (\$4,000), plus costs and
22 reasonable attorney's fees. Plaintiff only claims damages under this cause of action pursuant to
23 the 3-year period immediately preceding the date this lawsuit was filed.

24 51. As a direct and proximate result of Defendants' unlawful conduct, Plaintiff has sustained
25 damages, including loss of earnings, in an amount to be established at trial. As a further direct
26 and proximate result of Defendants' unlawful conduct, as set forth herein, Plaintiff is entitled to
27 recover penalties, in an amount to be established at trial, as well as costs and attorney's fees
28 pursuant to statute.

52. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **FIFTH CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES WHEN EMPLOYMENT ENDS**

5 **(California Labor Code Sections 201, 203)**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7 53. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
8 fully alleged herein.

9 54. Pursuant to California Labor Code Section 201(a), an employer who discharges an
10 employee must immediately pay for all compensation due and owing.

11 55. Pursuant to California Labor Code Section 202, when an employee resigns, the employer
12 must pay all compensation due and owing within 72 hours of resignation, or on the employee's
13 last day of work, if the employee gives more than 72 hours notice of resignation.

14 56. Pursuant to California Labor Code Section 203, if an employer willfully fails to pay,
15 without abatement or reduction, any wages of an employee whose employment ends, the wages
16 of the employee shall continue as a penalty from the due date at the same rate until paid or until
17 an action is commenced; however, the wages shall not continue for more than 30 days for failure
18 to pay an employee owed wages.

19 57. After Plaintiff's employment with Defendants ended and after Plaintiff was terminated
20 from his employment, Defendants willfully refused and continue to refuse to pay his unpaid
21 wages as required by Labor Code Section 203.

22 58. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
23 along with any allowable interest, penalties, attorney's fees, and costs according to proof at trial.
24 Moreover, Plaintiff prays for the above-mentioned money from 3 years immediately
25 preceding the filing of this lawsuit.

26 59. Under this cause of action, Plaintiff also prays for attorney's fees and costs under
27 California Labor Code Section 218.5 for time spent pursuing the non-payment of wages as set
28 forth herein. Plaintiff also prays for interest under California Labor Code Section 218.6.

60. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged

1 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
2 trial.

3 **SIXTH CAUSE OF ACTION**

4 **FAILURE TO PAY WAGES OWED EVERY PAY PERIOD**

5 **(California Labor Code Section 204)**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7 61. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
8 alleged herein.

9 62. California Labor Code Section 204 establishes the fundamental right of all employees
10 in the State of California to be paid wages in a timely fashion for their work.

11 63. At all times relevant during the liability period, Defendants failed to pay Plaintiff the full
12 amount of all owed wages when due as required by California Labor Code Section 204.

13 64. Defendants failed to pay Plaintiff all wages earned each pay period. Plaintiff is informed,
14 believes, and thereon alleges, that all times relevant during the liability period, Defendants
15 maintained a policy or practice of not paying Plaintiff wages for all hours worked, including
overtime hours, the minimum wage, and premium pay for missed meal and rest breaks.

16 65. As a result of Defendants' unlawful conduct, Plaintiff has suffered damages in an
17 amount, subject to proof, to the extent he was not paid all wages each pay period. The precise
18 amount of unpaid wages is not presently known to Plaintiff but can be determined directly from
19 Defendants' records or indirectly based on information from Defendants' records.

20 66. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
21 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
22 trial.

23 **SEVENTH CAUSE OF ACTION**

24 **FAILURE TO GIVE REST BREAKS**

25 **(Plaintiff against all named defendants and all DOE defendants)**

26 67. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
27 fully alleged herein.

28 68. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 1 a. Title 8 of the California Code of Regulations Sections 11140(12), which provides
2 that every employer shall authorize and permit all employees to take rest periods,
3 which insofar as practicable shall be in the middle of each work period. The
4 authorized rest period time shall be based on the total hours worked daily at the rate
5 of ten (10) minutes net rest time per four (4) hours or major fraction thereof;
- 6 b. Title 8 of the California Code of Regulations sections 11140(18)(A), which penalizes
7 the employer \$50.00 for each initial violation, per employee, of any provision of the
8 Wage Order, and \$100.00 for each additional violation thereafter per employee; and
- 9 c. California Labor Code section 226.7, which states that (a) no employer shall require
10 any employee to work during any rest period mandated by an applicable order of the
11 Industrial Welfare Commission, and (b) if an employer fails to provide an employee
12 a rest period in accordance with an applicable order of the Industrial Welfare
13 Commission, the employer shall pay the employee one (1) additional hour of pay at
14 employee's regular rate of compensation for each work day that the rest period is not
15 provided.

16 69. Plaintiff alleges that he was not authorized and permitted to take a ten (10) minute rest
17 break after every four (4) hours of work or major fraction thereof, as required by California law.

18 70. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
19 regulations, and wage orders alleged in this cause of action along with any allowable
20 interest, penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff
21 prays for the foregoing moneys calculated from 3 years immediately preceding the filing
22 of this lawsuit.

23 71. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
24 fees as well as interest under Labor Code section 218.6.

25 72. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
26 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
27 trial.

28 ///

///

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO GIVE MEAL BREAKS**

3 **(Plaintiff against all named defendants and all DOE defendants)**

4 73. Plaintiff incorporates by reference each and every paragraph of this Complaint as if
5 Fully alleged herein.

6 74. Plaintiff brings this cause of action under the following laws, for the following reasons:

- 7 a. California Labor Code section 512(a), which requires that employees be given a 30-
8 minute uninterrupted meal break after five (5) hours of work, and a second
9 uninterrupted meal break after ten (10) hours of work;
- 10 b. California Labor Code section 226.7, which states that (a) no employer shall require
11 any employee to work during any meal period mandated by an applicable order of
12 the Industrial Welfare Commission, and (b) if any employer fails to provide an
13 employee a meal period in accordance with an applicable order of the Industrial
14 Welfare Commission, the employer shall pay the employee one (1) additional hour
15 of pay at the employee's regular rate of compensation for each workday that the meal
16 period is not provided;
- 17 c. California Industrial Welfare Commission Order No. 14 section 11(A), as codified
18 under Title 8 of the California Code of Regulations Section 11140, which states that
19 an employer may not employ an employee for a work period of more than five (5)
20 hours without providing the employee with a meal period of not less than 30 minutes,
21 except that when a work period of not more than six (6) hours will complete the day's
22 work the meal period may be waived by mutual consent of employer and employee.
- 23 d. California Industrial Welfare Commission Wage Order No. 14 Section 7(A)(3), as
24 codified under Title 8 of the California Code of Regulations Section 11140, which
25 requires an employer to maintain records documenting its employees' meal periods;
- 26 e. California Industrial Welfare Commission Wage Order No. 14 Section 18(A), as
27 codified under California Code of Regulations Section 11140, which penalizes the
28 employer \$50.00 for each initial violation, per employee, of any provision of the
Wage Order, and \$100.00 for each additional violation thereafter per employee; and

1 f. California Labor Code section 1171 and 1173, which have given the California Labor
2 Commission jurisdiction to enact Wage Orders (such as Wage Order no. 14) as
3 enforceable law.

4 75. Plaintiff alleges that he was not authorized and permitted to take relieved meal breaks
5 after five (5) hours of work. Plaintiff further alleges that he was not authorized and permitted to
6 take a second relieved meal break after ten (10) hours of work, as required by California law.
7 California Labor Code section 512(a) and California Industrial Welfare Commission Order No.
8 14, as codified under California Code of Regulations Sections 11140 et. seq. requires that
9 employees receive uninterrupted meal periods every five (5) hours of consecutive work, and that
10 the meal period be at least 30 minutes in length, wherein employee is relieved of all work duty.
11 California Labor Code section 226.7 provides that employers may not require their employees
12 to work through their meal periods. California Labor Code section 226.7 and California Code of
13 Regulations section 11140 requires that if the employer fails to provide the employee with an
14 uninterrupted meal period, the employer must pay the employee one (1) hour of pay for each
work day that the meal period is not given.

15 76. Under this cause of action, Plaintiff prays for wages due to him under the statutes,
16 regulations, and wage orders alleged in this cause of action along with any allowable interest,
17 penalties, attorney's fees and costs according to proof at trial. Specifically, Plaintiff prays for
18 the foregoing moneys calculated from 3 years immediately preceding the filing of this lawsuit.

19 77. Plaintiff also prays for Labor Code section 218.5 recovery of costs and attorney's
20 fees as well as interest under Labor Code section 218.6.

21 78. Under this cause of action, Plaintiff prays for penalties due under the statutes alleged
22 along with any allowable interest, penalties, attorney's fees, and costs according to proof at
23 trial.

24 ///

25 ///

26 ///

27 ///

28 ///

1 **NINTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **Individual and Representative Claim for PAGA penalties under California Labor Code**
4 **sections 201, 202, 203, 204 and/or 204b, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,**
5 **1194, 1197, 1198)**

6 **(Plaintiff against all named defendants and all DOE defendants)**

7 79. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully
8 alleged herein.

9 80. Pursuant to law, Plaintiff provided the required written notice to the LWDA and
10 Defendants of the specific violations of the California Labor Code that Defendants and DOE
11 defendants have violated and continue to violate.

12 81. Pursuant to California Labor code section 2699.3, no response was received from
13 the LWDA within 65 days of the postmark date of the above-alleged letter.

14 82. Plaintiff therefore has exhausted all administrative remedies required of him under
15 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
16 cause of action and pursue penalties in a representative action for Defendants' violations of the
17 Labor Code.

18 83. Pursuant to California Labor Code section 2699, any provisions of the Labor
19 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
20 departments, divisions, commissions, boards, agencies, or employees for violation of the code
21 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
22 behalf of himself or herself and other current or formal employees pursuant to the procedures
23 specified in California Labor Code section 2699.3.

24 84. Plaintiff is an "aggrieved employee" because Plaintiff was employed by the alleged
25 violator and had one or more of the alleged violations committed against him, and therefore is
26 properly suited to represent the interests of other current and former employees.

27 85. Based on the acts alleged above, Plaintiff, on behalf of himself and others, seeks penalties
28 under California Labor Code sections 2698 and 2699 because of Defendants' violations of
numerous provisions of the California Labor Code as alleged in this Complaint.

1 86. Plaintiff therefore has exhausted all administrative remedies required of him under
2 California Labor Code sections 2698, 2699, and 2699.3, and, as a result, may prosecute this
3 cause of action and pursue penalties in a representative action for Defendants' violations of the
4 Labor Code.

5 87. California Labor Code section 2699 et seq. imposes penalties upon culpable Defendants
6 for violating the Labor Code.

7 88. California Labor Code section 558 establishes a civil penalty as follows: Any employer
8 or other person action on behalf of an employer who violates, or causes to be violated, a section
9 of this chapter or any provision regulating hours and days of work in any order of the Industrial
10 Welfare Commission (including the "Hours and Days of Work" section of the Wage Order) shall
11 be subject to a civil penalty of (1) for any initial violation, fifty dollars (\$50) for each underpaid
12 employee for each pay period for which the employee was underpaid ...; (2) for each subsequent
13 violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which
14 the employee was underpaid ...;

15 89. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
16 by law, but only those penalties that are required to be shared with the LWDA as Plaintiff is
17 not seeking individual/victim specific relief or underpaid wages under this particular cause of
18 action.

19 90. Plaintiff seeks penalties for Defendants' misconduct as alleged herein as permitted
20 by law. Specifically, Plaintiff seeks penalties under California Labor Code section 2699, for
21 the following:

22 Violations of California Labor Code sections 201, 202, 203, 204 and/or 204b, 210, 226,
23 226.3, 226.7, 232, 246, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1198, via 2698 and 2699,
24 and any other Labor Codes and Industrial Welfare Commission Wage Orders (No. 14)
25 violated based on the facts alleged in this Complaint.

26 91. Pursuant to Labor Code section 2698 et seq., Plaintiff seeks to recover attorney's
27 fees, costs, and civil penalties on behalf of Plaintiff and other current and former aggrieved
28 employees as alleged herein in an amount to be shown according to proof at trial and within the
jurisdictional limits of this Court.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

(Plaintiff against all named Defendants and all DOE Defendants)

99. As a proximate result of the foregoing conduct, which violated the provisions of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's fees and costs in the prosecution of this claim, in an amount to be proven at trial.

ELEVENTH CAUSE OF ACTION
DISCRIMINATION ON THE BASIS OF PHYSICAL DISABILITY
IN VIOLATION OF FEHA

(Plaintiff against all named corporate Defendants and all DOE Defendants)

100. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully alleged herein.

101. Defendants and DOES 1 to 25, inclusive, are covered employers under California's Fair Employment and Housing Act.

102. California Government Code section 12926(m) has established a "broad definition" of physical disability: disability protections under the Fair Employment and Housing Act ("FEHA") even extend to "perceived" physical disabilities. *Id.* Under the law of this state, "working" is a major life activity. See section 12926.1(c).

103. Plaintiff's back condition, which was debilitating, and which limited a major life activity, qualifies as a disability under FEHA, and Plaintiff was entitled to its protection.

104. Defendants knew of Plaintiff's disability and violated California Government Code section 12940 et. seq. by discriminating against Plaintiff on the basis of his disability.

105. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

106. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of their workers' right to work in an environment in which personnel decisions and company policies are made without regard to physical disability, so as to justify the imposition of punitive damages to punish and set an example of said Defendants.

107. As a proximate result of the foregoing conduct, which violated the provisions of Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's

1 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

2 **TWELFTH CAUSE OF ACTION**

3 **FAILURE TO ACCOMMODATE PHYSICAL DISABILITY IN VIOLATION OF**
4 **FEHA**

5 **(Plaintiff against all named corporate Defendants and all DOE Defendants)**

6 108. Plaintiff incorporates by reference each and every paragraph of this Complaint as
7 if fully alleged herein

8 109. California Government Code section 12940(p) provides that it is unlawful for an
9 employer to fail to make reasonable accommodation for the known physical disability of an
10 employee.

11 110. Defendants failed to make reasonable accommodation of Plaintiff's physical
12 disability of which Defendants were unequivocally aware.

13 111. As a direct and proximate result of the aforementioned acts and omissions of
14 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
15 loss of income (past and future), loss of employment benefits (past and future), general and
16 compensatory damages (past and future), mental pain and anguish and emotional distress (past
17 and future), and will continue to suffer in the future, in an amount to be proved at trial.

18 112. The foregoing conduct engaged in by Defendants and each of their directors,
19 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
20 ratified, and carried on with a conscious and willful disregard of their workers' right to receive
21 reasonable accommodations, so as to justify the imposition of punitive damages to punish and
22 set an example of said Defendants.

23 113. As a proximate result of the foregoing conduct, which violated the provisions of
24 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
25 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

26 **THIRTEENTH CAUSE OF ACTION**

27 **FAILURE TO ENGAGE IN INTERACTIVE PROCESS IN VIOLATION OF FEHA**

28 **(Plaintiff against all named corporate Defendants and all DOE Defendants)**

114. Plaintiff incorporates by reference each and every paragraph of this Complaint as

1 if fully alleged herein.

2 115. California Government Code section 12940(n) provides that it is unlawful for an
3 employer to fail to engage in a timely, good faith, interactive process with an employee to
4 determine effective accommodations for that employee's physical disability.

5 116. Defendants failed to engage in a timely, good faith, interactive process with
6 Plaintiff to determine effective reasonable accommodations for Plaintiff's known physical
7 disability.

8 117. As a direct and proximate result of the aforementioned acts and omissions of
9 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
10 loss of income (past and future), loss of employment benefits (past and future), general and
11 compensatory damages (past and future), mental pain and anguish and emotional distress (past
12 and future), and will continue to suffer in the future, in an amount to be proved at trial.

13 118. The foregoing conduct engaged in by Defendants and each of their directors,
14 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
15 ratified, and carried on with a conscious and willful disregard of their workers' right to engage
16 in the interactive process and receive reasonable accommodations, so as to justify the imposition
17 of punitive damages to punish and set an example of said Defendants.

18 119. As a proximate result of the foregoing conduct, which violated the provisions of
19 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
20 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

21 **FOURTEENTH CAUSE OF ACTION**

22 **RETALIATION IN VIOLATION OF FEHA**

23 **(Plaintiff against all named Defendants and all DOE Defendants)**

24 120. Plaintiff incorporates by reference each and every paragraph of this Complaint as
25 if fully alleged herein.

26 121. At all times herein mentioned, Government Code section 12940 et. seq. was in
27 full force and effect and was binding upon Defendants and each of them. Said statute imposes
28 certain duties upon Defendants concerning discrimination and retaliation against persons, such
as Plaintiff, on the basis of age and physical disability. Said statutes were intended to prevent the

1 type of injury and damage set forth herein. Plaintiff was, at all times herein mentioned, a member
2 of the class of persons intended to be protected by said statutes. As alleged above, Plaintiff was
3 retaliated against and was eventually terminated from his employment as a result of his age and
4 physical disability.

5 122. As a direct and proximate result of Defendants' conduct, Plaintiff has been
6 harmed in that Plaintiff has suffered the loss of wages, salary, and benefits, among other things.
7 As a result, Plaintiff has suffered such damages in an amount according to proof.

8 123. As a further direct and proximate result of the conduct of Defendants, and each
9 of them, Plaintiff has been harmed in that Plaintiff has suffered humiliation, mental anguish and
10 emotional distress, and has been harmed in mind and body. As a result, Plaintiff has suffered
11 such damages in an amount according to proof.

12 124. In committing the foregoing acts, Defendants have been guilty of oppression,
13 fraud, and/or malice under California Civil Code section 3294, thereby entitling Plaintiff to
14 punitive damages in a sum appropriate to punish and make an example out of the foregoing
15 Defendants.

16 125. The acts of oppression, fraud, and/or malice, were engaged in by employees of
17 Defendants. Each of the foregoing Defendants had advance knowledge of the unfitness of each
18 employee who acted with oppression, fraud, and/or malice, and/or authorized or ratified the
19 wrongful conduct for which an award of punitive damages is sought, and/or was personally
20 guilty of oppression, fraud, and/or malice. The advance knowledge and conscious disregard,
21 authorization, ratification, or act of oppression, fraud, and/or malice was committed by or on part
22 of an officer, director, or managing agent of each of the Defendants, thereby entitling Plaintiff
23 to punitive and exemplary damages against each of the Defendants in accordance with California
24 Civil Code section 3294 in a sum appropriate to punish and make an example of each Defendant

25 126. FEHA provides for an award of reasonable attorneys' fees and costs incurred by
26 a prevailing Plaintiff in an action brought under its provisions. Plaintiff has employed and will
27 continue to employ attorneys for the initiation and prosecution of this action. Plaintiff has
28 incurred and will continue to incur attorneys' fees and costs herein. Plaintiff is entitled to an
award of attorneys' fees and costs.

FIFTEENTH CAUSE OF ACTION

**FAILURE TO PREVENT DISCRIMINATION AND RETALIATION IN VIOLATION
OF FEHA**

(Plaintiff against all named Defendants and all DOE Defendants)

127. Plaintiff incorporates by reference each and every paragraph of this Complaint as if fully alleged herein.

128. At all times herein mentioned, FEHA, California Government Code section 12940(k), was in full force and effect and was binding on Defendants. This statute states that it is an unlawful employment practice in California for an employer to “fail to take all reasonable steps necessary to prevent discrimination and harassment from occurring.”

129. During the course of Plaintiff’s employment, Defendants failed to prevent their employees, including management, from engaging in intentional actions that resulted in Plaintiff being treated less favorably and eventually being terminated because of Plaintiff’s protected status (i.e. his age and his disability). During the course of Plaintiff’s employment, Defendants failed to prevent their employees from engaging in unjustified employment practices against employees in such protected classes. During the course of Plaintiff’s employment, Defendants failed to prevent a pattern and practice by its employees of intentional discrimination and retaliation on the basis of age, disability, and/or other protected status and/or protected activity.

130. Plaintiff believes and, on that basis, alleges that his age and his physical disability, and other protected status and/or protected activity was a substantial motivating factor in Defendants’ employees’ discriminating against him and retaliating against him.

131. As a direct and proximate result of the aforementioned acts and omissions of Defendants, Plaintiff suffered general and compensatory damages, including but not limited to, loss of income (past and future), loss of employment benefits (past and future), general and compensatory damages (past and future), mental pain and anguish and emotional distress (past and future), and will continue to suffer in the future, in an amount to be proved at trial.

132. The foregoing conduct engaged in by Defendants and DOES 1 to 25, inclusive, and each of their directors, officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized, ratified, and carried on with a conscious and willful disregard of

1 their workers' right to work in an environment in which personnel decisions and company
2 policies are made without regard to age, so as to justify the imposition of punitive damages to
3 punish and set an example of said Defendants.

4 133. As a proximate result of the foregoing conduct, which violated the provisions of
5 Government Code section 12940, et seq., Plaintiff has been forced to and will incur attorney's
6 fees and costs in the prosecution of this claim, in an amount to be proven at trial.

7 **SIXTEENTH CAUSE OF ACTION**

8 **WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY**

9 **(Plaintiff against all named Defendants and all DOE defendants)**

10 134. Plaintiff incorporates by reference each and every paragraph of this Complaint
11 as if fully alleged herein.

12 135. At all times during his employment with Defendants, Plaintiff performed his
13 duties with the utmost diligence and competence.

14 136. Plaintiff is informed and believes and thereon alleges that Defendants' decision
15 to discriminate and retaliate against him and terminate his employment, as alleged herein, was
16 motivated by Plaintiff's disability and his age.

17 137. Plaintiff's employment was wrongfully terminated on or around September 29,
18 2021 in violation of the fundamental public policy of the State of California with respect to
19 discriminating and retaliating against an employee on account of his physical disability and his
20 age.

21 138. Moreover, Plaintiff was forced to hire an attorney to assist him to end these illegal
22 activities.

23 139. Said conduct violated statutory and constitutional expressions of public policy
24 including, but not limited to, the FEHA, California Labor Code, and the California Constitution,
25 Article 1 section 8.

26 140. As set forth above, said actions by Defendants were wrongful and in violation of
27 the fundamental principles of the public policy of the State of California as reflected in its laws,
28 objectives and policies. Said statutes and constitutional expressions of public policy include,

1 but are not limited to, the FEHA, California Labor Code, and the California Constitution, Article
2 1 section 8. These laws inure to the benefit of the public at large, and not just the private interests
3 of the employers and employees whom they govern or protect.

4 141. As a direct and proximate result of the aforementioned acts and omissions of
5 Defendants, Plaintiff suffered general and compensatory damages, including but not limited to,
6 loss of income (past and future), loss of employment benefits (past and future), general and
7 compensatory damages (past and future), mental pain and anguish and emotional distress (past
8 and future), and will continue to suffer in the future, in an amount to be proved at trial.

9 142. The foregoing conduct engaged in by Defendants and each of their directors,
10 officers and/or managing agents, constitutes malice, fraud, and oppression and was authorized,
11 ratified, and carried on with a conscious and willful disregard of their workers' right to work in
12 an environment free of retaliation, so as to justify the imposition of punitive damages to punish
13 and set an example of said Defendants.

14 **SEVENTEENTH CAUSE OF ACTION**

15 **VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**

16 **(California Business and Professions Code Section 17200)**

17 **(Plaintiff against all named Defendants and all DOE defendants)**

18 143. Plaintiff incorporates by reference each and every paragraph of this Complaint
19 as if fully alleged herein.

20 144. By virtue of the foregoing statutes, regulations, and laws, the acts of Defendants
21 constitute unfair and unlawful business practices under California Business and Professions
22 Code Section 17200, et seq.

23 145. Defendants' violations of the FEHA, California labor laws and the Labor Code
24 constitutes a business practice because it was done repeatedly over a significant period of time
25 in a systematic manner that was detrimental to Plaintiff.

26 146. For the four years preceding the filing of this action, Plaintiff has suffered
27 damages and request damages and/or restitution of all monies and profits to be disgorged from
28 Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of

1 this Court.

2 WHEREFORE, Plaintiff prays for Judgment against Defendants and each of them, as
3 follows:

- 4 1. For compensatory damages including lost past and future wages, regular wages,
5 overtime, and all other sums of money, including employment benefits, together
6 with interest on said amounts, and any other economic injury to Plaintiff, according to
7 proof;
- 8 2. For general damages according to proof;
- 9 3. For special and consequential damages to the extent allowed by law;
- 10 4. For damages for wages and overtime not paid to Plaintiff in an amount subject to proof
11 at trial;
- 12 5. For an award of punitive damages against Defendants SAN FELIPE FARMS, INC. and
13 SAN FELIPE FARMS, L.P. according to proof;
- 14 6. For damages and penalties under Labor Code Section 226 for Plaintiff in an amount
15 subject to proof at trial;
- 16 7. For damages and penalties pursuant to Labor Code Section 203 in an amount subject to
17 proof at trial;
- 18 8. For restitution and disgorgement for all unfair business practices by Defendants SAN
19 FELIPE FARMS, INC. and SAN FELIPE FARMS, L.P. against Plaintiff in an amount
20 subject to proof at trial;
- 21 9. For an order enjoining Defendants SAN FELIPE FARMS, INC. and SAN FELIPE
22 FARMS, L.P. from further unfair and unlawful business practices in violation of
23 Business and Professions Code Sections 17200, et seq.;
- 24 10. For one hour of wages due to Plaintiff for each work period of more than five (5) hours
25 when Plaintiff did not receive an uninterrupted thirty (30) minute meal period;
- 26 11. For one hour of wages due to Plaintiff for each work period of four (4) hours or major
27 fraction thereof when Plaintiff did not receive a ten (10) minute rest break;
- 28 12. For maximum civil penalties available under the Labor Code and applicable Wage
Order against Defendants as described more particularly in the Complaint and

1 representative PAGA claim;

2 13. For all remedies available to Plaintiff under the applicable Wage Order and the
3 Labor Code including an award of unpaid wages, attorney's fees, costs, interest,
4 liquidated damages, damages, penalties, and waiting time penalties according to proof
5 to the extent permitted by law;

6 14. For the imposition of civil penalties and/or statutory penalties;

7 15. For all interest as allowed by law;

8 16. For all costs and disbursements incurred in this suit;

9 17. Reasonable attorney's fees where available by law, including but not limited to,
10 pursuant to the FEHA, the California Labor Code and/or other applicable laws; and

11 18. For such other and further relief as this Court may deem proper.

12 DATED: December 1, 2022

MESSRELIAN LAW INC.

13
14 By Maralle Messrelian
15 Harout Messrelian, Esq.
16 Maralle Messrelian, Esq., Of Counsel
Attorneys for Plaintiff Manuel Ortiz Perez

17 **DEMAND FOR JURY TRIAL**

18 Plaintiff hereby demands, as a matter of right, a trial by jury in this case.

19
20 DATED: December 1, 2022

MESSRELIAN LAW INC.

21 By Maralle Messrelian
22 Harout Messrelian, Esq.
23 Maralle Messrelian, Esq., Of Counsel
24 Attorneys for Plaintiff Manuel Ortiz Perez
25
26
27
28