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Case Management Conference

10/01/2025 08:30 AM - Department 02

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Attorneys for Plaintiff and Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

Antonio Anaya, individually and on
behalf of all similarly situated individuals,

Plaintiff,

vs.

Williams Family Dairy, LLC, a
California limited liability company; and
Does 1-10, inclusive;

Defendants.

CASE NO. VCU322028

**REPRESENTATIVE COMPLAINT
FOR:**

**1) PAGA Penalties (Labor Code
§§ 2698, *et seq.*)**

David C Mathias

Judicial Officer, Assigned for All Purposes

1 Plaintiff Antonio Anaya, on behalf of the State of California, in his representative capacity
2 as a private attorney general under the Private Attorney General Act of 2004, Labor Code § 2699,
3 *et seq.* (“PAGA”), hereby brings this action on behalf of all similarly situated current and former
4 employees (“Aggrieved Employees”) and alleges as follows, by and through his counsel of record:

5 **PARTIES**

6 1. Plaintiff **Antonio Anaya** (“Plaintiff”) is a resident of the County of Tulare in the
7 State of California. Mr. Anaya was employed as an hourly, non-exempt employee of Defendant
8 from early January 2020 to late September 2020, and again from January 2023 to April 10,
9 2024.

10 2. Defendant **Williams Family Dairy, LLC** (“Williams Family Dairy” or “Defend-
11 ant”) is a California limited liability company with its principal place of business at 6802 Ave 120
12 #A, Tipton, CA 93272. Upon information and belief, Defendant employs at least 30 non-exempt
13 employees at any given time.

14 3. The true names and capacities of the defendants named herein as Does 1 through
15 10, inclusive, are unknown to Plaintiff at this time. Accordingly, Plaintiff brings this suit against
16 them by fictitious names pursuant to California Code of Civil Procedure section 474. Plaintiff
17 believes that each of the Doe Defendants is a California resident and/or does substantial busi-
18 ness in the State of California. At all relevant times, Does 1 through 10 acted within the course
19 and scope of their employment and agency with Defendant. Plaintiff is informed and believes
20 that each Doe Defendant is responsible for the injuries and damages alleged herein. Plaintiff will
21 amend this complaint to reflect Does 1 through 10’s true names and capacities when they have
22 been determined.

23 4. Except as otherwise noted herein, Defendants participated in the acts alleged
24 herein and/or were the agents, servants, employees, or representatives of the other Defendants.
25 At all times relevant to this complaint, Defendants acted within the course, scope, and authority
26 of their agency and employment such that the acts of one Defendant are legally attributable to
27 the other Defendants. Defendants, in all respects, acted as employers and/or joint employers of
28 Plaintiff and Aggrieved Employees in that each of them exercised control over the wages, hours,

1 and/or working conditions of Defendants' hourly non-exempt employees.

2 **VENUE AND JURISDICTION**

3 5. The court has jurisdiction over all causes of action in this complaint pursuant to
4 Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies
5 solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil
6 Procedure, and the Business & Professions Code.

7 6. Venue as to Defendants is proper in this Superior Court pursuant to California
8 Code of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and
9 similarly situated current and former employees within and throughout Tulare County.

10 **GENERAL ALLEGATIONS**

11 7. At all times relevant to this complaint, Defendant has consistently denied its non-
12 exempt employees the opportunities to take compliant 30-minute meal periods and 10-minute
13 rest periods in accordance with California's Labor Code.

14 8. Upon information and belief, Aggrieved Employees, including Plaintiff, were not
15 permitted to start meal breaks before the end of their fifth hour of work due to work demands
16 that could not be put off. Notwithstanding this, Defendant required Plaintiff and Aggrieved Em-
17 ployees to falsify their time records by clocking out for meal breaks before the end of their fifth
18 hour of work, clocking back in while they continued to perform work duties, and then taking
19 their actual meal breaks later in the workday. The plaintiff was directed to do this by his super-
20 visor, and upon information and belief, other Aggrieved Employees were directed to do the same.

21 9. Upon information and belief, Aggrieved Employees, including Plaintiff, were sim-
22 ilarly required to skip their rest periods to meet work demands, as they were informed that all
23 work duties must be completed before the end of their shifts and that the use of overtime was
24 limited and could be disciplined. However, Plaintiff and Aggrieved Employees could not com-
25 plete their work duties in the allotted time, so they worked through rest breaks to finish, and
26 their supervisors knew and permitted this to occur.

27 10. Upon information and belief, Plaintiff's and Aggrieved Employees' meal periods
28 (when actually taken as opposed to recorded) were sometimes cut short and/or interrupted, such

1 that their recorded timesheets not only failed to accurately reflect the times at which meal breaks
2 were taken but the duration of breaks as well.

3 11. Upon information and belief, Aggrieved Employees, including Plaintiff, were typi-
4 cally required to work over 10 hours per day without receiving a second meal period lasting at
5 least 30 minutes and/or a third rest period lasting at least 10 minutes.

6 12. Accordingly, Defendant failed to authorize and/or permit compliant meal and rest
7 periods as required by law.

8 13. In failing to authorize and/or permit compliant meal and rest periods, Defendant
9 has also implemented a uniform policy of denying compensation in lieu of compliant meal and
10 rest periods to its non-exempt employees, notwithstanding its actual knowledge that such em-
11 ployees were uniformly denied compliant meal and rest periods.

12 14. Defendant further failed to compensate Plaintiff and Aggrieved Employees for all
13 time worked when they were forced to interrupt and/or cut short their meal periods but were
14 clocked out in Defendant's timekeeping system (and therefore treated as not working). This re-
15 sulted in Plaintiff and Aggrieved Employees being denied straight time and overtime pay, where
16 applicable, for the time during which they were on duty and under Defendant's control despite
17 being off the clock for timekeeping purposes.

18 15. As a matter of uniform and systemic policy, Defendant required non-exempt em-
19 ployees to utilize their personal cell phones for work-related purposes, including answering texts
20 and calls from their supervisors while at work and on the clock to assign or modify work duties
21 and other work-related purposes. Plaintiff, for example, received text messages from his super-
22 visor to his personal cell phone approximately 2-3 times per week with instructions to modify
23 the amount of feed to be distributed to livestock stables. However, Defendant failed to compen-
24 sate its non-exempt employees for reasonable costs of utilizing their personal cell phones for
25 work-related purposes.

26 16. As a matter of uniform and systemic policy, Defendant failed to provide its non-
27 exempt employees with accurate itemized wage statements in accordance with California's Labor
28 Code. Upon information and belief, Defendant failed to furnish Plaintiff and Aggrieved

Employees, either semimonthly or at the time of each payment of wages, either as a detachable part of the check or separately, an accurate, itemized statement in writing showing the correct amounts of gross wages earned, all deductions, and the net wages earned by them, as well as the unpaid premium payments owed to Plaintiff and the Aggrieved Employees for their missed meal and rest breaks.

17. Upon information and belief, Defendant failed to pay Plaintiff and Aggrieved Employees their earned minimum, overtime, and premium wages described above whenever they became due on regular paydays and/or upon separation from employment.

FIRST CAUSE OF ACTION

California Labor Code §2699, et seq.

Private Attorneys General Act (“PAGA”) Penalties

(Plaintiff and Aggrieved Employees Against Defendant)

18. Standing. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders.

19. Mr. Anaya, by nature of his employment with Defendant, is an aggrieved employee for purposes of this Complaint with standing to bring an action under PAGA.

20. Plaintiff, on behalf of the State of California and all Aggrieved Employees, brings this representative action pursuant to Labor Code § 2699, *et seq.*, seeking civil penalties for Defendant’s violation of Labor Code §§ 201, 202, 203, 204, 226, 226.3, 226.7, 510, 512, 558, 1182.11, 1182.12, 1174, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 as described herein, plus attorneys’ fees and costs.

21. Entitlement to Penalties. Under the California Private Attorneys General Act (“PAGA”), Labor Code § 2698, *et seq.*, an aggrieved employee may bring a representative action as a private attorney general, on behalf of himself and other current or former employees, against whom a violation of the same provision(s) was committed, as well as the general public, to recover penalties for an employer’s violations of the Labor Code and IWC Wage Orders within one

1 year of filing a notice to the Labor and Workforce Development Agency (“LWDA”). These penal-
2 ties are in addition to any other relief available under the Labor Code and are allocated sixty-five
3 percent to the LWDA and thirty-five percent to the affected employees.

4 22. These penalties may be “stacked” separately for each of Defendant’s violations of
5 the Labor Code subject to the exceptions enumerated in Labor Code section 2698(i). *See, e.g.,*
6 *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June
7 22, 2012); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at
8 *7 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

9 23. Plaintiff and the Aggrieved Employees are entitled to civil penalties under PAGA
10 arising from the following predicate violations of the Labor Code.

11 24. *Failure to Provide Compliant Meal Periods.* Labor Code section 226.7, 512(a), and
12 1198 provide that no employer shall require an employee to work during any meal period man-
13 dated by an applicable order of the IWC. “An off-duty meal period, therefore, is one in which the
14 employee is relieved of all duty during the 30-minute meal period . . . an employer’s obligation
15 is to provide an off-duty meal period: an uninterrupted 30–minute period during which the em-
16 ployee is relieved of all duty.” *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035
17 (2012).

18 25. Labor Code section 512 and Wage Order No. 14 further require a first meal period
19 to be provided by no later than the end of the employee’s fifth hour of work, and that a second
20 meal period of not less than 30 minutes be provided to employees working over 10 hours per day
21 by no later than their tenth hour of work. *See Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th
22 1004, 1041 (2012).

23 26. Defendant’s policies and practices served to deprive the Aggrieved Employees of
24 legally compliant and/or timely 30-minute meal breaks during which they were free of employer
25 control and/or relieved of all duties.

26 27. Upon information and belief, employees were required to skip meal breaks, inter-
27 rupt their breaks, cut them short, take them after the fifth hour of work, work through them,
28 remain on the premises, or remain under Defendant’s control during breaks due to Defendant’s

1 policies and practices.

2 28. In failing to authorize and/or permit compliant meal periods, Defendant has also
3 implemented a uniform policy of denying premium pay in lieu of compliant meal periods to its
4 non-exempt employees, notwithstanding its actual knowledge that such employees were uni-
5 formly denied compliant meal periods.

6 29. *Failure to Provide Compliant Rest Periods.* Labor Code § 226.7, 512(a), and 1198
7 provide that no employer shall require an employee to work during any rest or meal period man-
8 dated by an applicable order of the IWC.

9 30. Employers must authorize and permit employees to be relieved of all duty during
10 their rest and meal periods: “A rest period, in short, must be a period of rest.”¹ *Augustus v. ABM*
11 *Sec. Servs., Inc.*, 2 Cal.5th 257, 273 (2016).

12 31. On information and belief, Defendant failed to authorize or permit all required
13 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip
14 rest periods, interrupt rest periods, work through rest periods, or remain on the premises during
15 rest periods.

16 32. In failing to authorize and/or permit compliant rest periods, Defendant has also
17 implemented a uniform policy of denying premium pay in lieu of compliant rest periods to its
18 non-exempt employees, notwithstanding its actual knowledge that such employees were uni-
19 formly denied compliant rest periods.

20 33. *Failure to Pay Minimum Wage for All Hours Worked.* California law requires em-
21 ployers to compensate employees for all time that an employee is “suffered or permitted to
22 work,” which includes all time “when any employer ‘directs, commands or restrains’ an em-
23 ployee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000).

24 34. Defendants failed to compensate Plaintiff and the Aggrieved Employees for all
25

26 ¹ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* De-
27 partment of Industrial Relations, “Rest Periods/Lactation Accommodations,” *available at*
28 https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm (“Q. Can my employer require that I stay
on the work premises during my rest period? A. No, your employer cannot impose any restraints
not inherent in the rest period requirement itself.”)

1 hours worked because Defendants had a policy and/or practice whereby they required and/or
2 pressured Aggrieved Employees to work under Defendant's control while off-the-clock, includ-
3 ing but not limited to forcing or requiring Aggrieved Employees to work while they were clocked
4 out for their meal periods. Defendants failed to pay Plaintiff and Aggrieved Employees any wages
5 for time engaged in this off-the-clock work.

6 35. *Failure to Pay Required Overtime.* California Labor Code §§ 510 and 1198 provide
7 that it is unlawful to employ persons without compensating them at a rate of pay either time-
8 and-one-half or two-times that person's regular rate of pay, depending on the number of hours
9 worked by the person on a daily or weekly basis as determined by an applicable order of the IWC.

10 36. However, Plaintiff and other Aggrieved Employees were not paid overtime premi-
11 ums, where applicable, for the time during which they were on duty and under Defendant's con-
12 trol despite being off the clock for timekeeping purposes.

13 37. *Failure to Reimburse Necessary Business Expenses.* Labor Code § 2802 provides
14 that "[a]n employer shall indemnify his or her employee for all necessary expenditures or losses
15 incurred by the employee in direct consequence of the discharge of his or her duties, or of his or
16 her obedience to the directions of the employer." Lab. Code § 2802.

17 38. On information and belief, Defendant required Aggrieved Employees, including
18 Plaintiff, to use their personal cellphones in the regular course of employment by answering texts
19 and/or calls from their supervisors for purposes of scheduling and re-scheduling future work,
20 being assigned tasks, and general administrative matters but failed to reimburse them for this
21 usage. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144 (2014) ("We hold
22 that when employees must use their personal cell phones for work-related calls, Labor Code sec-
23 tion 2802 requires the employer to reimburse them. Whether the employees have cell phone
24 plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable per-
25 centage of their cell phone bills.").

26 39. *Failure to Provide and Maintain Compliant Wage Statements.* Labor Code § 226
27 requires employers to furnish employees with an accurate, itemized statement in writing show-
28 ing, among other things, (1) gross wages earned; (2) total hours worked by the employee (for

hourly-paid, non-exempt employees); (3) all deductions; (4) net wages earned; (5) the inclusive dates of the period for which the employee is paid; (6) the name of the employee and the last four digits of his or her social security number; (7) the name and address of the legal entity that is the employer; and (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

40. At all times relevant to this complaint, Defendant's failure to pay premium wages for missed meal and/or rest periods further ensured that Plaintiff's and Aggrieved Employees' wage statements inaccurately reflected gross and net wages earned. Defendant's failure to compensate all hours worked, earned premium pay, and/or all required overtime hours and rates further caused the wage statements they provided to Aggrieved Employees to be inaccurate.

41. For the same reasons, Defendant has also failed to keep accurate payroll records for Plaintiff and Aggrieved Employees in accordance with Labor Code § 1174. Defendant's failure to keep and maintain accurate payroll records reflecting hours worked and wages earned has impeded Plaintiff's and Aggrieved Employees' ability to calculate their earned and unpaid wages.

42. Defendant knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiff and Aggrieved Employees.

43. *Failure to Pay All Wages Due on Regular Pay Days Upon Separation.* At all times relevant herein set forth, Labor Code § 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

44. At all times relevant herein, Labor Code § 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

45. During the relevant time period, Defendant willfully failed to pay Plaintiff and Aggrieved Employees all earned minimum, overtime, and premium wages at the applicable regular

rate of pay within the time periods specified by California Labor Code § 204.

46. Defendant's failure to pay Plaintiff and Aggrieved Employees all wages due violates Labor Code § 204.

47. Labor Code § 203 provides that "[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days."

48. Aggrieved Employees have left Defendant's employ during the Period. Defendant knowingly failed to pay Aggrieved Employees all earned wages upon termination by failing to pay all earned minimum, overtime, and premium wages at the applicable regular rate of pay in violation of Labor Code §§ 201 and 202. *Naranjo v. Spectrum Sec. Servs.*, 13 Cal.5th 93, 117 (2022).

49. Defendant's failure to pay Plaintiff and Aggrieved Employees who are no longer employed by Defendant their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendant's employment, violates Labor Code §§ 201 and 202.

50. Procedural Requirements Met. On March 27, 2025, Plaintiff electronically filed a notice of claims with the LWDA and sent a copy to Defendant by certified mail. Plaintiff did not receive notice from the LWDA that it would be investigating the complaint, nor did Plaintiff receive notice from the LWDA that it was declining to investigate within the 65-day period allowed under Labor Code § 2699.3. On May 31, 2025, this sixty-five-day notice period expired as to all Defendants. Since the LWDA took no steps within the prescribed time to intervene, Plaintiff has exhausted all required administrative remedies required to seek penalties under PAGA. *See* Lab. Code § 2699.3(a)(2). A true and correct copy of Plaintiff's PAGA Notice is attached herein as **Exhibit A**.

51. Plaintiff—solely as a representative of the People of the State of California—is entitled to seek any and all penalties otherwise capable of being collected by the Labor Commission

1 or Department of Labor Standards Enforcement ("DLSE") on behalf of the State of California
2 through this Action.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- 5 A. For civil penalties under PAGA to be determined by trial;
6 B. For pre- and post-judgment interest as allowed;
7 C. For preliminary and permanent injunctive relief;
8 D. For reasonable attorneys' fees and costs and expert fees and costs; and
9 E. For such other relief as this Court deems just and proper.

10
11 Dated: June 2, 2025

Respectfully submitted,

12 **KING & SIEGEL LLP**

13
14 By: 
15 Brent Boos
16 Elliot J. Siegel
Attorneys for Plaintiff and Aggrieved Employees

Exhibit A



March 27, 2025

Original filed online via the LWDA's PAGA Claim Notice Portal

Labor & Workforce Development Agency

1515 Clay Street, Ste. 801
Oakland, CA 94612

Copy Sent via certified mail to:

Joshua Williams
Williams Family Dairy, LLC
6802 Ave 120 #A
Tipton, CA 93272

Re: Antonio Anaya v. Williams Family Dairy, LLC;
Notice to LWDA (Labor Code § 2699.3)

To Whom it May Concern:

We represent **Antonio Anaya** ("Plaintiff"), a former employee of **Williams Family Dairy, LLC** ("Defendant") in a lawsuit (the "Action") to be filed against Defendant in Tulare County Superior Court. A copy of the draft Complaint is enclosed as **Exhibit A**.

This letter serves as notice pursuant to California Labor Code § 2699.3 that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of those of Defendant's employees employed from one year prior to filing of this Notice through trial on the Complaint (the "Aggrieved Employees").

As set forth in the Complaint, Defendant violated their obligations under the California Labor Code by: failing to authorize or permit meal and rest periods pursuant to Lab. Code sections 226.7, 512(a), and 1198; failing to pay minimum wages for all hours worked pursuant to Lab. Code sections 1182.11, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198; failing to pay overtime wages pursuant to Lab. Code sections 510, 1194, and 1198; failing to reimburse necessary business expenses pursuant to Lab. Code section 2802; failing to provide and maintain accurate payroll records pursuant to Lab. Code sections



226(a)/(f)/(h), 226.3, and 1174(d); and failing to pay wages when due during employment and upon separation pursuant to Lab. Code sections 201, 202, 203, 204, and 210.

Together with this correspondence, the enclosed Complaint serves as a notice pursuant to Labor Code § 2699.3 that we intend to prosecute representative claims for civil penalties under the Private Attorney's General Act ("PAGA") on behalf of the Aggrieved Employees. *See* Cal. Lab. Code §§ 2699, *et seq.*

Please feel free to contact us with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Brent Boos', with a stylized flourish at the end.

Brent Boos
KING & SIEGEL LLP