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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

OMAR SOTO on behalf of himself
and all similarly aggrieved employees,

Plaintiff,

v.

RAMCO ENTERPRISES, L.P.; TAYLOR
FARMS RETAIL, INC.; and DOES 1 through
50, inclusive,

Defendants.

Case No. 22CV002774

**DECLARATION OF VICTORIA L. HARP
IN SUPPORT OF PLAINTIFFS' MOTION
FOR APPROVAL OF PAGA
SETTLEMENT UNDER CALIFORNIA
LABOR CODE § 2698 ET SEQ.**

Date: August 14, 2026
Time: 8:30 a.m.
Dept.: 14

Complaint Filed: September 19, 2022
Trial Date: Not Set

NABOR SANCHEZ on behalf of himself
and all similarly aggrieved employees,

Plaintiff,

v.

TAYLOR FARMS CALIFORNIA, INC.; and
DOES 1 through 50, inclusive,

Defendants.

Complaint Filed: December 30, 2022
Trial Date: None Set

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14 Attorneys for Plaintiffs OMAR SOTO and NABOR SANCHEZ
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1 I, Victoria L. Harp, declare as follows:

2 1. I am an attorney licensed to practice law in the State of California. I am a senior
3 attorney with Aegis Law Firm, PC (“Aegis”) and the attorney of record for Plaintiffs Omar Soto
4 and Nabor Sanchez (“Plaintiffs” or “PAGA Representatives”). The following facts are within my
5 personal knowledge and if called as a witness, I could and would competently testify thereto.

6 2. I submit this Declaration in support of Plaintiffs’ Motion for Approval of PAGA
7 Settlement Under Labor Code section 2698 *et. seq.*

8 3. On September 19, 2022, my office, on behalf of Plaintiff Omar Soto (“Plaintiff Soto”),
9 sent a letter to the California Labor & Workforce Development Agency (“LWDA”) via online
10 submission and to the Agent for Service of Process for RAMCO Enterprises, L.P. (“RAMCO”) and
11 Agent for Service of Process for Taylor Farms Retail, Inc. (collectively, “Defendants”) via certified
12 mail regarding Defendants’ alleged violations. Attached hereto as **Exhibit 1** is a true and correct copy
13 of the letter sent on behalf of Plaintiff Soto to the LWDA and Defendants on September 19, 2022.

14 4. The LWDA did not respond to this notice within 65 days, indicating it did not intend
15 to investigate, thus allowing Plaintiff Soto to add a cause of action to this instant case for the
16 Enforcement of Labor Code § 2698 *et seq.* under Labor Code Section 2699.3(a)(2)(A).

17 5. On September 19, 2022, Plaintiff Soto filed his Complaint as a class action lawsuit,
18 alleging that, Defendants failed to: (1) pay minimum wages, (2) pay overtime wages, (3) provide
19 lawful meal periods or compensation in lieu thereof, (4) authorize or permit lawful rest breaks or
20 provide compensation in lieu thereof, (5) reimburse class members for Defendant’s Necessary
21 Business expenses, (6) provide accurate itemized wage statements, (7) pay all wages timely upon
22 separation of employment and, (8) abide by the requirements of California Business and Professions
23 Code Section 17200 *et seq.* On December 5, 2022, Plaintiff Soto filed his First Amended Complaint
24 adding a claim for Enforcement of the Private Attorneys General Act (“PAGA”).

25 6. Due to the presence of arbitration agreements that Plaintiff Soto and class members
26 allegedly signed, Plaintiff Soto dismissed his class claims and agreed proceeded on a PAGA and
27 individual basis.
28

1 7. On or about August 4, 2025, Plaintiffs and Defendants (collectively, the “Parties”)
2 agreed to participate in a global mediation, which included the *Soto* PAGA Action and the related
3 matter of *Nabor Sanchez v. RAMCO Enterprises, L.P.*, Monterey County Superior Court, Case No.
4 22CV004066 (“*Sanchez* PAGA Action”). In preparation for mediation, RAMCO informally produced
5 data and documents for Plaintiffs to evaluate the PAGA claims and calculate the alleged exposure,
6 including policy documents, a sample of time and payroll records, and Plaintiffs’ personnel records.

7 8. The Parties attended mediation on February 10, 2026, with Tripper Ortman, a
8 respected class action and PAGA action mediator. After a full day of negotiating, the Parties agreed
9 to a settlement amount and after mediation, the Parties continued to negotiate a Memorandum of
10 Understanding with the material terms the parties had agreed to. The Parties spent the next few months
11 negotiating the terms of the PAGA Settlement Agreement (“Settlement Agreement” or “Settlement”),
12 which was finalized in June 2026.

13 9. Based on my review of the Settlement Agreement, the investigation and discovery
14 conducted in the Actions, and PAGA Counsel’s evaluation of the claims, defenses, risks, and potential
15 recovery, I am of the opinion that the Settlement is fair, reasonable, and adequate, and that it serves
16 the best interests of the State of California and the Aggrieved Employees. In reaching this opinion, I
17 considered, among other things, the strengths and weaknesses of the claims and defenses, the
18 substantial risks and uncertainties of continued litigation, the possibility that Plaintiffs may not prevail
19 on one or more theories of liability, the possibility that the Court could reduce any PAGA penalty
20 award under Labor Code section 2699(e)(2), the manageability and proof issues that would arise at
21 trial, and the likelihood of additional delay and expense, including from any appeals. I also considered
22 PAGA Counsel’s informed analysis of the maximum and realistic potential value of the PAGA claims,
23 and the immediate and certain relief the Settlement provides to the State and the Aggrieved Employees.

24 10. Aegis prosecutes wage and hour cases, including class actions on behalf of employees
25 and others who have had their rights violated. Aegis, either on its own, or with co-counsel is currently
26 serving as plaintiffs’ counsel of record in dozens of wage and hour and employment class action cases
27 pending in both state and federal court.
28

1 11. The attorneys working on this case have been appointed class counsel in many cases,
2 through both contested motions and settlement approval motions.

3 12. Aegis has litigated and successfully resolved many wage and hour class action cases
4 involving failure to pay wages and derivative Labor Code claims and penalties. *See, e.g., Bonello v.*
5 *Laboratory Express, Inc.*, San Bernardino Superior Court, Case No. CIVDS1714584 (class
6 certification granted on May 14, 2021 for all current and former couriers misclassified as
7 independent contractors on issues of inaccurate wage statements, failure to reimburse business
8 expenses, and unfair competition); *Roman, et al. v. TRM Manufacturing, Inc.*, Riverside Superior
9 Court, Case No. RIC1706458 (class certification granted on December 17, 2020 for all current and
10 former non-exempt workers' on issues of rounding, meal period, and rest period claims); *Gamboa v.*
11 *Kamran, et al.*, San Bernardino Superior Court, Case No. CIVDS1605273 (class certification granted
12 on September 16, 2019, for factory workers on issues of rounding, automatic deduction of first meal
13 period, and second meal period); *Romo, et. al, v. GMRI, Inc. d/b/a/ Olive Garden*, United States
14 District Court Central District of California, Case No. EDCV-12-0715-JLQ (class certification
15 granted for restaurant workers' rest period claims); *Sawyer v. Retail Data, LLC*, Orange County
16 Superior Court, Case No. 30-2014-00753767-CU-OE-CXC (unpaid wage and rest break claims for
17 piece rate workers); *Gonzalez v. SFFI Company, Inc., et. al*, San Bernardino County Superior Court,
18 Case No. CIV DS1504287 (unpaid wages, meal period and rest break claims for non-exempt
19 employees); *Antoine v. Riverstone Residential California, Inc., et. al*, Sacramento County Superior
20 Court, Case No. 34-2013-00155974 (rate of pay, on-call time, unpaid wage, meal period, rest break,
21 and expense reimbursement claims for non-exempt employees); *Nguyen v. Pharmerica*, Orange
22 County Superior Court, Case No. 30-2014-00716072-CU-OE-CXC (unpaid wages and
23 unreimbursed expenses for pharmacists); *Orellana v. Westlake*, Los Angeles County Superior Court,
24 Case No. BC539614 (unpaid overtime, meal period and rest break claims for call center employees);
25 *Kent v. Mountain View Child Care, Inc.*, Los Angeles County Superior Court, Case No. BC539633
26 (minimum wage, overtime, meal period, and rest break claims for hospital workers); *Durroh v. East*
27 *West Bank*, Los Angeles County Superior Court, Case No. BC528860 (overtime claims for failure
28 to include bonuses in regular rate of pay for bank workers); *O'Brien et al. v. Pizza Hut of Southeast*

1 *Kansas, Inc. et al.*, Riverside County Superior Court, Case No MCC 1301030 (meal period and
2 expense reimbursement claims for delivery drivers); *Bell v. Prime Healthcare*, Orange County
3 Superior Court, Case No. 30-2011-00475240-CU-OE-CXC (overtime claims for failure to include
4 shift premiums in regular rate of pay and failure to provide meal and rest periods to hospital
5 workers), *Grana v. Toys R US-Delaware, Inc.*, Central District of California, Case No. 2:13-cv-
6 01302-DSF-JCG (bag check claims for unpaid wages and failure to provide meal periods and rest
7 breaks to retail employees); *Mendez v. H.J. Heinz Company, L.P., et. al*, Orange County Superior
8 Court, Case No. 30-2013-00644915-CU-OE-CXC (failure to pay all wages to factory workers due
9 to rounding practice); *Fresh & Easy Wage and Hour Cases*, Los Angeles Superior Court, Cas No.
10 JCCP 4705 (failure to provide meal and rest periods to supermarket workers); *Lunsford v Stater*
11 *Bros.*, Riverside Superior Court, Case No. RIC 1104475 (failure to provide meal and rest periods to
12 supermarket workers); *Gregg v. Belo*, Riverside Superior Court, Case No. RIC 523697 (unpaid
13 wages and missed meal and rest periods due to misclassification of newspaper delivery employees);
14 *Brown v. Experian Information Solutions, Inc., et. al.*, Orange County Superior Court, Case No. 30-
15 2012-00375163 (misclassification of engineers and similar positions); *Tereth v. Shakey's USA, Inc.*,
16 Los Angeles Superior Court, Case No. BC441359 (failure to provide meal and rest periods to
17 restaurant employees); *Azurin v. Harbor Distributing LLC, et. al.*, Los Angeles Superior Court, Case
18 No. BC421392 (failure to pay overtime wages, provide meal and rest periods, reimburse business
19 expenses to Account Managers); *Caffero v. ABC* (failure to provide meal periods and reimburse
20 expenses of therapists).

21 13. Kashif Haque received his J.D. in 2001 from Washington University School of Law.
22 While in law school, Mr. Haque was a member of the Law Review Editorial Board, author of an
23 article published in the Law Review, Executive Board Member of Moot Court, and a member of the
24 Dean's List. He received a Bachelor's of Science in Business Administration from the University of
25 Central Missouri in 1998, where he was a member of the Beta Alpha Psi honors fraternity.

26 14. Since 2004, Mr. Haque has exclusively focused his practice on plaintiff's
27 employment litigation with a specific focus on wage and hour claims. Since then, he has represented
28 over 500,000 employees with their employment claims, many of which included wage and hour

1 claims. He has been appointed class counsel in approximately 100 cases and is currently litigating
2 over 150 employment wage and hour class action cases.

3 15. Mr. Haque authored a book on employment litigation strategies with West
4 Publishing and has been invited to speak on class action and wage and hour issues on numerous
5 occasions. He has spoken at seminars by the State Bar of California, California Employment
6 Lawyer's Association (CELA), Orange County Bar Association, and various other CLE providers.
7 Mr. Haque is the former Chair for the Labor and Employment Section of the Orange County Bar
8 Association. He was selected as one of the Top 50 Attorneys in Orange County by Super Lawyers
9 for 2017 and 2019. He has been a Super Lawyer for every year from 2009 to the present. OC
10 Register/Metro has selected him as one of the Top 5 Employment Lawyers in Orange County for
11 every year the list was published, from 2012 to 2018. Mr. Haque billed at his customary rate of \$950
12 per hour while working on the case.

13 16. Jessica Campbell is a partner at Aegis Law Firm. She was admitted to the California
14 Bar in December of 2011, and received her J.D. from Santa Clara University School of Law and her
15 B.A. from the University of California, Berkeley. Ms. Campbell has dedicated my career to
16 plaintiffs' side class actions. Ms. Campbell's experience includes successful work on class action
17 appeals, class certification motions, and class settlements. She was chosen by Law and Politics
18 Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in
19 Southern California in 2018-2021. Ms. Campbell billed at her customary rate of \$800 per hour while
20 working on this case.

21 17. Ali Carlsen is a Senior Associate Attorney at Aegis Law Firm. She was admitted to
22 the California Bar in June of 2013. She received her J.D. from Golden Gate University School of Law
23 and B.S. from California State University, East Bay. Prior to joining Aegis Law Firm, she worked at
24 Magarian & DiMercurio, APLC, where she primarily handled employment litigation matters
25 representing both employers and employees, including matters involving wage and hour issues,
26 harassment and discrimination, and wrongful termination. She was chosen by Law and Politics
27 Magazine as a Super Lawyer Rising Star, representing one of the top 2.5% of lawyers under 40 in
28

1 Southern California from 2017-2023. She has been selected as Best Lawyers: Ones to Watch every
2 year since 2023. Ms. Carsen billed at her customary rate of \$750 per hour while working on this case.

3 18. Elizabeth Robles is a former associate at Aegis Law Firm. She was admitted to the
4 California Bar in December of 2019. She is a graduate of Loyola Law School Los Angeles, where she
5 received her J.D. with a concentration in Public Interest Law. While in law school, Ms. Robles was a
6 certified law student for two semesters, externed for Judge Consuelo B. Marshall in the U.S. District
7 Court for the Central District of California, and received various awards such as the Mexican American
8 Bar Foundation Scholarship. She received her B.A. from the University of Notre Dame. She billed at
9 her customary rate of \$600 per hour while working on this case.

10 19. Stuart H. Kluft is a former associate at Aegis Law Firm. He was admitted to the
11 California Bar in June of 2017 and received his J.D. from Loyola Law School of Los Angeles, and his
12 B.A. from University of California, Riverside. Prior to joining Aegis Law Firm, he worked at a Los
13 Angeles civil litigation firm where he focused primarily on plaintiffs'-side employment litigation, and
14 continued to do so at Aegis. Mr. Kluft billed at his customary rate of \$625 per hour when he worked
15 on this case.

16 20. My customary hourly rate is \$625. I am a Senior Attorney at Aegis Law Firm, PC. I
17 was admitted to the California Bar in December 2018, received my J.D. from University of Michigan
18 Law School, and have practiced continuously in civil litigation since 2016, under supervision of
19 counsel until December 2018, when I was sworn in. My practice has focused extensively on plaintiff's
20 side litigation and class litigation. I have had extensive trial experience, particularly bench trials.

21 21. In litigating this case, my office spent \$3,965.15 in litigation costs, such as filing fees
22 and mediation fees. We expect to incur further costs and fees to bring this case to conclusion, not to
23 exceed \$1,000.00. Attached hereto as **Exhibit 2** is a true and correct copy of my firm's cost journal
24 for actual costs expended on this case.

25 22. Based on the customary hourly rates of counsel, Aegis' current lodestar reflects
26 172.7 hours of work resulting in \$122,730.00 in fees, excluding the time Counsel will spend at the
27 final approval hearing and helping with Settlement Administration after final approval. The chart
28 below shows the calculation of hours spent by each of Aegis' attorneys on this case:

Attorney	Hours	Hourly Rate	Total
Kashif Haque	30.9	\$ 950.00	\$ 29,355.00
Jessica Campbell	27	\$ 800.00	\$ 21,600.00
Ali Carsen	9.4	\$ 750.00	\$ 7,050.00
Stuart Kluft	5.4	\$ 625.00	\$ 3,375.00
Elizabeth Robles	46	\$ 600.00	\$ 27,600.00
Victoria Harp	54	\$ 625.00	\$ 33,750.00
TOTAL	172.7		\$ 122,730.00

23. Aegis' hourly rates are comparable to those charged by other class action plaintiff's counsel and the firms defending class actions. However, in this motion, PAGA Counsel requests a reduced attorney hourly rate of \$595.00. Accordingly, the total lodestar for Aegis will be approximately \$102,756.50 (172.7 hours x \$595.00).

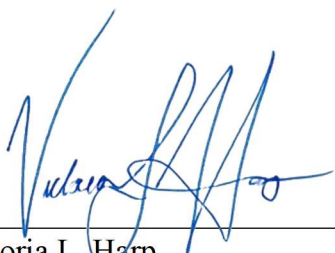
24. The attorneys at Aegis dedicated significant resources to this case by dividing the tasks required according to skill level; the professional hours generated by each attorney are not unreasonable or duplicative.

25. During the pendency of this action, Aegis thoroughly investigated and researched the claims in controversy, their defenses, and the relevant body of law. Overall, Aegis performed extensive work and obtained a favorable result through time-consuming litigation, substantial analysis of the records, a full day of mediation, and negotiation of the Settlement. This time could have been spent on other potentially lucrative cases. Aegis also took Plaintiff Soto's case on a pure contingency basis, with no guarantee of any payment.

26. Plaintiff provided notice of the Settlement to the LWDA on July 23, 2026. Attached hereto as **Exhibit 3** is a true and correct copy of the confirmation email we received after submitting the proposed settlement to the LWDA.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on July 23, 2026, in Irvine, California.



Victoria L. Harp

EXHIBIT 1



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September 19, 2022

VIA ONLINE SUBMISSION

California Labor and Workforce Development Agency
Attn: PAGA Administrator

VIA CERTIFIED MAIL (RETURN RECEIPT REQUESTED)

Agent for Service of Process for RAMCO Enterprises, L.P.:
Carlos S. Ramirez
320 Airport Blvd
Salinas, CA 93905

Agent for Service of Process for Taylor Farms Retail, Inc.:
John Mazzei
150 Main Street, Suite 400
Salinas, CA 93901

Re: Omar Soto v. RAMCO Enterprises, L.P., et al.

Dear Labor and Workforce Development Agency; RAMCO Enterprises, L.P.; and Taylor Farms Retail, Inc.:

Please allow this correspondence to serve as written notice required by California Labor Code § 2699.3(a)(1) of the specific provisions of the Labor Code allegedly violated by RAMCO Enterprises, L.P. and Taylor Farms Retail, Inc. (Collectively, "Respondents") and the facts and theories in support of said allegations. This firm represents Omar Soto ("Claimant"); we hereby notify you that Claimant intends to seek penalties against Respondents under the Private Attorneys General Act of 2004, Cal. Lab. Code §§ 2698 *et seq.*, on Claimant's own behalf and all other aggrieved employees.

Specific Provisions of the Labor Code Allegedly Violated by Respondents

The specific provisions of the Labor Code allegedly violated by Respondents and the provisions under which Claimant submits this correspondence include the following: §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198.

Facts and Theories Supporting the Allegations Against Respondents

Claimant and other aggrieved employees worked for Respondents in California as non-exempt employees. Claimant was employed by Respondents in California within the past year.

During the past year, Respondents failed to provide 30-minute uninterrupted meal periods within the appropriate time intervals to Claimant and other aggrieved employees as required by Labor Code section 512 and section 11 of the applicable Wage Order. Claimant and other aggrieved employees frequently worked shifts over five hours and did not receive lawful meal periods because they were discouraged from taking meal periods, were interrupted during their meal periods, were required to remain on call during meal periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all lawful meal periods, among other reasons. As a result, their meal periods were missed, late, short, and/or interrupted.

When Claimant and other aggrieved employees missed meal periods or if the meal periods were late, short, and/or interrupted, Respondents violated Labor Code sections 226.7 and 512, as well as section 11 of the applicable Wage Order, by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees for every day in which they suffered a meal period violation.

Respondents failed to authorize or permit paid 10-minute rest periods for every four hours or major fraction thereof worked because Claimant and other aggrieved employees were required or incentivized to work through their rest periods, discouraged from taking their rest periods, required to remain on call during rest periods, and/or were not scheduled to be relieved at the appropriate intervals to receive all rest periods.

When Claimant and other aggrieved employees did not receive rest periods, Respondents violated Labor Code section 226.7 and section 12 of the applicable Wage Order by failing to pay an additional hour of pay at the regular rate of pay to Claimant and other aggrieved employees.

Respondents failed to pay Claimant and other aggrieved employees at least the legal minimum wage and overtime wage for all hours worked (in violation of Labor Code sections 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198) due to Respondents' policy and practice of requiring Claimant and aggrieved employees to work off-the-clock, failing to pay wages using the appropriate regular rate of pay or the required minimum wage, and/or failed to pay for all recorded time, among other reasons. Respondents failed to pay Claimant and other aggrieved all minimum, regular, and overtime wages for these hours.

As a result of, and in addition to, these actions, Respondents violated Labor Code sections 226, and 226.3 by failing to provide itemized wage statements that accurately reported the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Specifically, the wage statements failed to list the correct hours, rates, and pay due to the above unpaid wage violations, among other violations.

Respondents violated Labor Code sections 1174 and 1174.5 by failing to maintain accurate and complete records showing the hours worked daily by the aggrieved employees and the wages paid to aggrieved employees (due to the same underpayment of wages referenced above).

Furthermore, Respondents violated the Labor Code by failing to properly pay all these wages owed throughout aggrieved employees' employment and following the end of these workers' employment with Respondents due to the above violations (in violation of Labor Code sections 201, 202, 203, 204).

Based on these violations, Claimant seeks attorneys' fees, interest, and penalties under the Labor Code. Enclosed and incorporated by reference is the class action complaint Claimant intends to file on behalf of himself and all other aggrieved employees against Respondents. Claimant intends to amend the complaint to include a cause of action pursuant to Labor Code §§ 2698, *et seq.*, after the minimum required review period elapses and will file a conformed copy of the complaint after it has been filed with the court.

Thank you for your assistance on this matter. Should you have any questions or comments, please do not hesitate to contact the undersigned.

Very truly yours,
AEGIS LAW FIRM, PC



Jessica L. Campbell

Enclosure: Class Action Complaint

AEGIS LAW FIRM, PC
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Attorneys for Plaintiff Omar Soto, individually,
and on behalf of all others similarly situated.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

OMAR SOTO, individually and on behalf
of all others similarly situated,

Plaintiffs,

v.

RAMCO ENTERPRISES, L.P.; TAYLOR
FARMS RETAIL, INC.; and DOES 1
through 20, inclusive,

Defendants.

Case No.

CLASS ACTION COMPLAINT FOR:

1. Failure to Pay Minimum Wages;
2. Failure to Pay Overtime Wages;
3. Failure to Provide Meal Periods;
4. Failure to Permit Rest Breaks;
5. Failure to Provide Accurate Itemized Wage Statements;
6. Failure to Pay Wages Timely During Employment;
7. Failure to Pay All Wages Due Upon Separation of Employment; and
8. Violation of Business and Professions Code §§ 17200, *et seq.*

DEMAND FOR JURY TRIAL

1 Plaintiff Omar Soto, individually and on behalf of others similarly situated, alleges as
2 follows:

3 **NATURE OF ACTION AND INTRODUCTORY STATEMENT**

4 1. Plaintiff Omar Soto (“Plaintiff”) brings this putative class action against
5 defendants RAMCO Enterprises, L.P., Taylor Farms Retail, Inc., and DOES 1 through 20,
6 inclusive (collectively, “Defendants”), on Plaintiff’s own behalf and on behalf of a putative class
7 of California citizens who are and were employed by Defendants as non-exempt employees
8 throughout California.

9 2. Defendants provide services or goods throughout California.

10 3. Through this action, Plaintiff alleges that Defendants engaged in a systematic
11 pattern of wage and hour violations under the California Labor Code and Industrial Welfare
12 Commission (“IWC”) Wage Orders, all of which contribute to Defendants’ deliberate unfair
13 competition.

14 4. Plaintiff is informed and believe, and thereon alleges, that Defendants have
15 increased their profits by violating state wage and hour laws by, among other things:

- 16 (a) failing to pay all wages (including minimum wages and overtime wages);
- 17 (b) failing to provide lawful meal periods or compensation in lieu thereof;
- 18 (c) failing to authorize or permit lawful rest breaks or provide compensation
19 in lieu thereof;
- 20 (d) failing to provide accurate itemized wage statements;
- 21 (e) failing to pay wages timely during employment; and
- 22 (f) failing to pay all wages due upon separation of employment.

23 5. Plaintiff seeks monetary relief against Defendants on behalf of himself and all
24 others similarly situated in California to recover, among other things, unpaid wages, benefits,
25 interest, attorneys’ fees, costs and expenses, and penalties pursuant to Labor Code §§ 201, 202,
26 203, 204, 210, 226, 226.7, 510, 512, 1182.12, 1194, 1194.2, 1197, 1198, and Code of California
27 Civil Procedure § 1021.5.

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2 **JURISDICTION AND VENUE**

3 6. This is a class action pursuant to California Code of Civil Procedure § 382. The
4 monetary damages and restitution sought by Plaintiff exceed the minimal jurisdictional limits of
5 the Superior Court and will be established according to proof at trial.

6 7. This Court has jurisdiction over this action pursuant to the California
7 Constitution, Article VI, § 10, which grants the Superior Court original jurisdiction in all causes
8 except those given by statutes to other courts. The statutes under which this action is brought do
9 not specify any other basis for jurisdiction.

10 8. This Court has jurisdiction over all Defendants because, upon information and
11 belief, they are citizens of California, have sufficient minimum contacts in California, or
12 otherwise intentionally avail themselves of the California market so as to render the exercise of
13 jurisdiction over them by the California courts consistent with traditional notions of fair play and
14 substantial justice.

15 9. Venue is proper in this Court because, upon information and belief, Defendants
16 reside, transact business, or have offices in this county, and the acts and omissions alleged herein
17 took place in this county.

18 **THE PARTIES**

19 10. Plaintiff is a resident of California and worked for Defendants during the relevant
20 time periods as alleged herein.

21 11. Plaintiff is informed and believes, and thereon alleges that at all times hereinafter
22 mentioned, Defendants were and are subject to the Labor Code and IWC Wage Orders as
23 employers, whose employees were and are engaged throughout this county and the State of
24 California.

25 12. Plaintiff is unaware of the true names or capacities of the defendants sued herein
26 under the fictitious names DOES 1 through 20, but will seek leave of this Court to amend this
27 Complaint and serve such fictitiously named defendants once their names and capacities become
28 known.

1 13. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 20
2 are or were the partners, agents, owners, shareholders, managers, or employees of Defendants at
3 all relevant times.

4 14. Plaintiff is informed and believes, and thereon alleges, that each defendant acted
5 in all respects pertinent to this action as the agent of the other defendant, carried out a joint
6 scheme, business plan, or policy in all respects pertinent hereto, and the acts of each defendant
7 are legally attributable to the other defendant. Furthermore, defendants in all respects acted as the
8 employer and/or joint employer of Plaintiff and the class members.

9 15. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
10 and omissions alleged herein were performed by, or are attributable to, Defendants and/or DOES
11 1 through 20, acting as the agent or alter ego for the other, with legal authority to act on the
12 other's behalf. The acts of any and all Defendants were in accordance with, and represent, the
13 official policy of Defendants.

14 16. At all relevant times, Defendants, and each of them, acted within the scope of
15 such agency or employment, or ratified each and every act or omission complained of herein. At
16 all relevant times, Defendants, and each of them, aided and abetted the acts and omissions of
17 each and all the other Defendants in proximately causing the damages herein alleged.

18 17. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **CLASS ACTION ALLEGATIONS**

22 18. Plaintiff brings this action under Code of Civil Procedure § 382 on Plaintiff's own
23 behalf and on behalf of all others similarly situated who were affected by Defendants' Labor
24 Code, Business and Professions Code §§ 17200, and IWC Wage Order violations.

25 19. All claims alleged herein arise under California law for which Plaintiff seeks
26 relief authorized by California law.

27 20. Plaintiff's proposed class consists of and is defined as follows:
28

1 Class

2 All California citizens currently or formerly employed by Defendants as non-
3 exempt employees in the State of California at any time between March 26, 2018¹
4 and the date of class certification (“Class”).

5 21. Plaintiff also seeks to certify the following subclasses of employees:

6 Waiting Time Subclass

7 All members of the Class who separated their employment with Defendant at any
8 time between March 26, 2019 and the date of class certification (“Waiting Time
9 Subclass”).

10 22. Plaintiff reserves the right to modify or re-define the Class, establish additional
11 subclasses, or modify or re-define any class or subclass definition as appropriate based on
12 investigation, discovery, and specific theories of liability.

13 23. Members of the Class and the Waiting Time Subclass described above will be
14 collectively referred to as “Class Members.”

15 24. There are common questions of law and fact as to the Class Members that
16 predominate over any questions affecting only individual members including, but not limited to,
17 the following:

18 (a) Whether Defendants failed to pay Plaintiff and Class Members all wages
19 (including minimum wages and overtime wages) for all hours worked by
20 Plaintiff and Class Members.

21 (b) Whether Defendants required Plaintiff and Class Members to work over
22 eight (8) hours per day, over twelve (12) hours per day, and/or over forty
23 (40) hours per week and failed to pay them proper overtime compensation
24 for all overtime hours worked.

25
26
27 ¹ The statute of limitations for this matter was tolled between April 6, 2020 and October 1, 2020
28 pursuant to Cal. Rules of Court, Appendix I, Emergency Rule No. 9.

- 1 (c) Whether Defendants deprived Plaintiff and Class Members of timely meal
2 periods or required Plaintiff and Class Members to work through meal
3 periods without legal compensation.
- 4 (d) Whether Defendants deprived Plaintiff and Class Members of rest breaks
5 or required Plaintiff and Class Members to work through rest breaks.
- 6 (e) Whether Defendants failed to provide Plaintiff and Class Members
7 accurate itemized wage statements.
- 8 (f) Whether Defendants failed to pay wages timely to Plaintiff and Class
9 Members;
- 10 (g) Whether Defendants failed to timely pay the Waiting Time Subclass all
11 wages due upon termination or within seventy-two (72) hours of
12 resignation.
- 13 (h) Whether Defendants' conduct was willful or reckless.
- 14 (i) Whether Defendants engaged in unfair business practices in violation of
15 Business and Professions Code §§ 17200, *et seq.*

16 25. There is a well-defined community of interest in this litigation and the proposed
17 Class and subclasses are readily ascertainable:

18 (a) Numerosity: The Class Members are so numerous that joinder of all
19 members is impractical. Although the members of the Class are unknown to Plaintiff at this time,
20 on information and belief, the Class is estimated to be greater than fifty (50) individuals. The
21 identities of the Class Members are readily ascertainable by inspection of Defendants'
22 employment and payroll records.

23 (b) Typicality: Plaintiff's claims (or defenses, if any) are typical of the claims
24 (or defenses, if any) of the Class Members because Defendants' failure to comply with the
25 provisions of California's wage and hour laws entitled each Class Member to similar pay,
26 benefits, and other relief. The injuries sustained by Plaintiff are also typical of the injuries
27 sustained by the Class Members, because they arise out of and are caused by Defendants'
28 common course of conduct as alleged herein.

1 (c) Adequacy: Plaintiff will fairly and adequately represent and protect the
2 interests of all Class Members because it is in Plaintiff's best interest to prosecute the claims
3 alleged herein to obtain full compensation and penalties due. Plaintiff's attorneys, as proposed
4 class counsel, are competent and experienced in litigating large employment class actions and
5 versed in the rules governing class action discovery, certification, and settlement. Plaintiff has
6 incurred and, throughout the duration of this action, will continue to incur attorneys' fees and
7 costs that have been and will be necessarily expended for the prosecution of this action for the
8 substantial benefit of the Class Members.

9 (d) Superiority: The nature of this action makes use of class action
10 adjudication superior to other methods. A class action will achieve economies of time, effort, and
11 expense as compared with separate lawsuits and will avoid inconsistent outcomes because the
12 same issues can be adjudicated in the same manner for the entire Class and Waiting Time
13 Subclass at the same time. If appropriate, this Court can, and is empowered to, fashion methods
14 to efficiently manage this case as a class action.

15 (e) Public Policy Considerations: Employers in the State of California violate
16 employment and labor laws every day. Current employees are often afraid to assert their rights
17 out of fear of direct or indirect retaliation. Former employees are fearful of bringing actions
18 because they believe their former employers might damage their future endeavors through
19 negative references and/or other means. Class actions provide class members who are not named
20 in the complaint with a type of anonymity that allows for the vindication of their rights while
21 affording them privacy protections.

22 **GENERAL ALLEGATIONS**

23 26. At all relevant times mentioned herein, Defendants employed Plaintiff and other
24 California residents as non-exempt employees throughout California at Defendants' California
25 business location(s).

26 27. Defendants continue to employ non-exempt employees within California.

27 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants were advised by skilled lawyers, employees, and other professionals who

1 were knowledgeable about California's wage and hour laws, employment and personnel
2 practices, and the requirements of California law.

3 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and Class Members were entitled to receive wages for all time
5 worked (including minimum wages and overtime wages) and that they were not receiving all
6 wages earned for work that was required to be performed. In violation of the Labor Code and
7 IWC Wage Orders, Plaintiff and Class Members were not paid all wages (including minimum
8 wages and overtime wages) for all hours worked at the correct rate and within the correct time.

9 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and Class Members were entitled to receive all required meal
11 periods or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular
12 rate of pay when they did not receive a timely, uninterrupted meal period. In violation of the
13 Labor Code and IWC Wage Orders, Plaintiff and Class Members did not receive all meal periods
14 or payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of
15 pay when they did not receive a timely, uninterrupted meal period.

16 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and Class Members were entitled to receive all rest breaks or
18 payment of one (1) additional hour of pay at Plaintiff's and Class Members' regular rate of pay
19 when a rest break was late, missed, or interrupted. In violation of the Labor Code and IWC Wage
20 Orders, Plaintiff and Class Members did not receive all rest breaks or payment of one (1)
21 additional hour of pay at Plaintiff's and Class Members' regular rate of pay when a rest break
22 was missed, late, or interrupted.

23 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and Class Members were entitled to receive itemized wage
25 statements that accurately showed the following information pursuant to the Labor Code: (1)
26 gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units
27 earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all
28 deductions, provided that all deductions made on written orders of the employee may be

1 aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for
2 which the employee is paid; (7) the name of the employee and only the last four digits of his or
3 her social security number or an employee identification number other than a social security
4 number; (8) the name and address of the legal entity that is the employer; and (9) all applicable
5 hourly rates in effect during the pay period and the corresponding number of hours worked at
6 each hourly rate by the employee. In violation of the Labor Code, Plaintiff and Class Members
7 were not provided with accurate itemized wage statements.

8 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that the Waiting Time Subclass was entitled to timely payment of wages due
10 upon separation of employment. In violation of the Labor Code, the Waiting Time Subclass did
11 not receive payment of all wages within the permissible time periods.

12 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
13 should have known they had a duty to compensate Plaintiff and Class Members, and Defendants
14 had the financial ability to pay such compensation but willfully, knowingly, and intentionally
15 failed to do so in order to increase Defendants' profits.

16 35. Therefore, Plaintiff brings this lawsuit seeking monetary and injunctive relief
17 against Defendants on Plaintiff's own behalf and on behalf of all Class Members to recover,
18 among other things, unpaid wages (including minimum wages and overtime wages), unpaid meal
19 period premium payments, unpaid rest period premium payments, interest, attorneys' fees,
20 penalties, costs, and expenses.

21 **FIRST CAUSE OF ACTION**

22 **FAILURE TO PAY MINIMUM WAGES**

23 (Violation of Labor Code §§ 1194, 1194.2, and 1197; Violation of IWC Wage Order §3-4)

24 36. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
25 though fully set forth herein.

26 37. Labor Code §§ 1194 and 1197 provide that the minimum wage for employees
27 fixed by the IWC is the minimum wage to be paid to employees, and the payment of a lesser
28 wage than the minimum so fixed is unlawful.

38. Plaintiff and Class Members were employees entitled to the protections of Labor Code §§ 1194 and 1197.

39. During the relevant time period, Defendants failed to pay Plaintiff and Class Members all wages owed when Defendants did not pay minimum wage for all hours worked.

40. During the relevant time period, Defendants failed to pay at least minimum wage to Plaintiff and Class Members for all hours worked pursuant to Labor Code §§ 1194 and 1197.

41. Defendants' failure to pay Plaintiff and Class Members the required minimum wage violates Labor Code §§ 1194 and 1197. Pursuant to these sections, Plaintiff and Class Members are entitled to recover the unpaid balance of their minimum wage compensation as well as interest, costs, and attorneys' fees.

42. Pursuant to Labor Code § 1194.2, Plaintiff and Class Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and the accrued interest thereon.

SECOND CAUSE OF ACTION

FAILURE TO PAY OVERTIME

(Violation of Labor Code §§ 510, 1194, and 1198; Violation of IWC Wage Order § 3)

43. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

44. Labor Code § 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either one and one-half (1½) or two (2) times the person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

45. Specifically, the applicable IWC Wage Orders provide that Defendants are and were required to pay overtime compensation to Plaintiff and Class Members at the rate of one and one-half times (1½) their regular rate of pay when working and for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek and for the first eight (8) hours of work on the seventh day of work in a workweek.

1 46. The applicable IWC Wage Orders further provide that Defendants are and were
2 required to pay overtime compensation to Plaintiff and Class Members at a rate of two times
3 their regular rate of pay when working and for all hours worked in excess of twelve (12) hours in
4 a day or in excess of eight (8) hours on the seventh day of work in a workweek.

5 47. California Labor Code § 510 codifies the right to overtime compensation at one
6 and one-half (1½) times the regular hourly rate for hours worked in excess of eight (8) hours in a
7 day or forty (40) hours in a week and for the first eight (8) hours worked on the seventh
8 consecutive day of work, and overtime compensation at twice the regular hourly rate for hours
9 worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the
10 seventh day of work in a workweek.

11 48. Labor Code § 510 and the applicable IWC Wage Orders provide that employment
12 of more than six days in a workweek is only permissible if the employer pays proper overtime
13 compensation as set forth herein.

14 49. Plaintiff and Class Members were employees entitled to the protections of
15 California Labor Code §§ 510 and 1194.

16 50. During the relevant time period, Defendants required Plaintiff and Class Members
17 to work in excess of eight (8) hours in a day, forty (40) hours in a week, and/or on a seventh
18 consecutive day of work, entitling them to overtime wages.

19 51. During the relevant time period, Defendants failed to pay Plaintiff and Class
20 Members overtime wages for all overtime hours worked. To the extent these hours qualify for
21 the payment of overtime wages, Plaintiff and Class Members were not paid proper overtime
22 wages.

23 52. In violation of California law, Defendants knowingly and willfully refused to
24 perform their obligations and compensate Plaintiff and Class Members for all wages earned and
25 all hours worked.

26 53. Defendants' failure to pay Plaintiff and Class Members the unpaid balance of
27 overtime compensation, as required by California law, violates the provisions of Labor Code §§
28 510 and 1198, and is therefore unlawful.

1 54. Pursuant to Labor Code § 1194, Plaintiff and Class Members are entitled to
2 recover their unpaid overtime and double time compensation as well as interest, costs, and
3 attorneys' fees.

4 **THIRD CAUSE OF ACTION**

5 **FAILURE TO PROVIDE MEAL PERIODS**

6 (Violation of Labor Code §§ 226.7 and 512; Violation of IWC Wage Order § 11)

7 55. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
8 though fully set forth herein.

9 56. Labor Code § 226.7 provides that no employer shall require an employee to work
10 during any meal period mandated by the IWC Wage Orders.

11 57. Section 11 of the applicable IWC Wage Order states, "[n]o employer shall
12 employ any person for a work period of more than five (5) hours without a meal period of not
13 less than 30 minutes, except that when a work period of not more than six (6) hours will
14 complete the day's work the meal period may be waived by mutual consent of the employer and
15 the employee."

16 58. Labor Code § 512(a) provides that an employer may not require, cause, or permit
17 an employee to work for a period of more than five (5) hours per day without providing the
18 employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if
19 the total work period per day of the employee is not more than six (6) hours, the meal period may
20 be waived by mutual consent of both the employer and the employee.

21 59. Labor Code § 512(a) also provides that an employer may not employ an employee
22 for a work period of more than ten (10) hours per day without providing the employee with a
23 second meal period of not less than thirty (30) minutes, except that if the total hours worked is no
24 more than twelve (12) hours, the second meal period may be waived by mutual consent of the
25 employer and the employee only if the first meal period was not waived.

26 60. During the relevant time period, Plaintiff and Class Members did not receive
27 compliant meal periods for working more than five (5) and ten (10) hours per day because their
28

1 meal periods were missed, late, short, interrupted, and/or they were not permitted to take a
2 second meal period.

3 61. Labor Code § 226.7(b) and section 11 of the applicable IWC Wage Order require
4 an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of
5 compensation for each work day that a compliant meal period is not provided.

6 62. At all relevant times, Defendants failed to pay Plaintiff and Class Members meal
7 period premiums for missed, late, and/or short meal periods pursuant to Labor Code § 226.7(b)
8 and section 11 of the applicable IWC Wage Order.

9 63. As a result of Defendants' failure to pay Plaintiff and Class Members an
10 additional hour of pay for each day a compliant meal period was not provided, Plaintiff and
11 Class Members suffered and continue to suffer a loss of wages and compensation.

12 **FOURTH CAUSE OF ACTION**

13 **FAILURE TO PERMIT REST BREAKS**

14 (Violation of Labor Code §§ 226.7; Violation of IWC Wage Order § 12)

15 64. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
16 though fully set forth herein.

17 65. Labor Code § 226.7(a) provides that no employer shall require an employee to
18 work during any rest period mandated by the IWC Wage Orders.

19 66. Section 12 of the applicable IWC Wage Order states "[e]very employer shall
20 authorize and permit all employees to take rest periods, which insofar as practicable shall be in
21 the middle of each work period[,]" and the "[a]uthorized rest period time shall be based on the
22 total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major
23 fraction thereof[,]" unless the total daily work time is less than three and one-half (3½) hours.

24 67. During the relevant time period, Plaintiff and Class Members did not receive a ten
25 (10) minute rest period for every four (4) hours or major fraction thereof worked, including
26 working in excess of ten (10) hours in a day, because they were required to work through their
27 rest periods and/or were not authorized to take their rest periods.
28

68. Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order requires an employer to pay an employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that a compliant rest period is not provided.

69. At all relevant times, Defendants failed to pay Plaintiff and Class Members rest period premiums for missed, late, and/or interrupted rest periods pursuant to Labor Code § 226.7(b) and section 12 of the applicable IWC Wage Order.

70. As a result of Defendants' failure to pay Plaintiff and Class Members an additional hour of pay for each day a compliant rest period was not provided, Plaintiff and Class Members suffered and continue to suffer a loss of wages and compensation.

FIFTH CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Violation of Labor Code § 226; Violation of IWC Wage Order)

71. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

72. Labor Code § 226(a) requires Defendants to provide each employee with an accurate wage statement in writing showing nine pieces of information, including, the following: (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

73. During the relevant time period, Defendants have knowingly and intentionally failed to comply with Labor Code § 226(a) on wage statements that were provided to Plaintiff and Class Members. The deficiencies include, among other things, the failure to correctly state

1 the gross and net wages earned, total hours worked, all applicable hourly rates in effect, and the
2 number of hours worked at each hourly rate by Plaintiff and Class Members.

3 74. As a result of Defendants' knowing and intentional failure to comply with Labor
4 Code § 226(a), Plaintiff and Class Members have suffered injury and damage to their statutorily-
5 protected rights. Specifically, Plaintiff and Class Members are deemed to suffer an injury
6 pursuant to Labor Code § 226(e) where, as here, Defendants intentionally violated Labor Code §
7 226(a). Plaintiff and Class Members were denied both their legal right to receive, and their
8 protected interest in receiving, accurate itemized wage statements under Labor Code § 226(a). In
9 addition, because Defendants failed to provide the accurate rates of pay on wage statements,
10 Defendants prevented Plaintiff and Class Members from determining if all hours worked were
11 paid at the appropriate rate and the extent of the underpayment. Plaintiff had to file this lawsuit
12 in order to analyze the extent of the underpayment, thereby causing Plaintiff to incur expenses
13 and lost time. Plaintiff would not have had to engage in these efforts and incur these costs had
14 Defendants provided the accurate hours worked, wages earned, and rates of pay. This has also
15 delayed Plaintiff's ability to demand and recover the underpayment of wages from Defendants.

16 75. Plaintiff and Class Members are entitled to recover from Defendants the greater of
17 all actual damages caused by Defendants' failure to comply with Labor Code § 226(a) or fifty
18 dollars (\$50.00) for the initial pay period in which a violation occurred and one hundred dollars
19 (\$100.00) per employee for each violation in subsequent pay periods in an amount not exceeding
20 four thousand dollars (\$4,000.00) per employee, plus attorneys' fees and costs.

21 76. Defendants' violations of California Labor Code § 226(a) prevented Plaintiff and
22 Class Members from knowing, understanding, and disputing the wages paid to them and resulted
23 in an unjustified economic enrichment to Defendants. As a result of Defendants' knowing and
24 intentional failure to comply with California Labor Code § 226(a), Plaintiff and Class Members
25 have suffered an injury, in the exact amount of damages and/or penalties to be shown according
26 to proof at trial.

27 **SIXTH CAUSE OF ACTION**

28 **FAILURE TO PAY TIMELY DURING EMPLOYMENT**

(Violation of Labor Code §§ 204, 210)

77. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

78. Pursuant to California Labor Code § 204, employees must be paid within a certain number of days of the close of the pay period.

79. During the relevant time period, Defendants failed to timely pay Plaintiffs and Class Members wages earned during the pay period.

80. Such a pattern, practice and uniform administration of corporate policy regarding timely payment of wages as described herein is unlawful and creates an entitlement to recovery by Plaintiff in a civil action, for the unpaid balance of the full amount of damages owed, including interest thereon, penalties, attorneys' fees, and costs of suit according to the mandate of California Labor Code § 210.

81. As a direct and proximate cause of these violations, Class Members have been damaged, in an amount to be determined at trial.

SEVENTH CAUSE OF ACTION

FAILURE TO PAY ALL WAGES DUE UPON SEPARATION OF EMPLOYMENT

(Violation of Labor Code §§ 201, 202, and 203)

82. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as though fully set forth herein.

83. Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of an intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

84. During the relevant time period, Defendants willfully failed to pay the Waiting Time Subclass all their earned wages upon termination, either at the time of discharge or within seventy-two (72) hours of their leaving Defendants' employ.

1 85. Defendants' failure to pay the Waiting Time Subclass all their earned wages at the
2 time of discharge or within seventy-two (72) hours of their leaving Defendants' employ is in
3 violation of Labor Code §§ 201 and 202.

4 86. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
5 immediately upon discharge or resignation in accordance with Labor Code §§ 201 and 202, then
6 the wages of the employee shall continue as a penalty from the due date at the same rate until
7 paid or until an action is commenced; but the wages shall not continue for more than thirty (30)
8 days.

9 87. Pursuant to Labor Code § 203, the Waiting Time Subclass is entitled to recover
10 from Defendants the statutory penalty, which is defined as the Waiting Time Subclass members'
11 regular daily wages at their regular hourly rate of pay for each day they were not paid, up to a
12 maximum of thirty (30) days.

13 **EIGHTH CAUSE OF ACTION**

14 **VIOLATION OF BUSINESS AND PROFESSIONS CODE §§ 17200, ET SEQ.**

15 (Violation of Business and Professions Code §§ 17200, *et seq.*)

16 88. Plaintiff hereby re-alleges and incorporates by reference all paragraphs above as
17 though fully set forth herein.

18 89. California Business and Professions Code §§ 17200, *et seq.*, prohibits acts of
19 unfair competition, which includes any "unlawful, unfair or fraudulent business act or practice . .
20 . ."

21 90. A violation of California Business and Professions Code §§ 17200, *et seq.*, may
22 be predicated on a violation of any state or federal law. In the instant case, Defendants' policies
23 and practices violated state law, causing Plaintiff and Class Members to suffer and continue to
24 suffer injuries-in-fact.

25 91. Defendants' policies and practices violated state law in at least the following
26 respects:
27
28

- 1 (a) Failing to pay all wages earned (including minimum wage and overtime
2 wages) to Plaintiff and Class Members at the proper rate and in a timely
3 manner in violation of Labor Code §§ 204, 510, 1194, 1194.2, 1197, 1198.
- 4 (b) Failing to provide compliant meal periods without paying Plaintiff and
5 Class Members premium wages for every day said meal periods were not
6 provided in violation of Labor Code §§ 226.7 and 512.
- 7 (c) Failing to authorize or permit compliant rest breaks without paying
8 Plaintiff and Class Members premium wages for every day said rest
9 breaks were not authorized or permitted in violation of Labor Code §
10 226.7.
- 11 (d) Failing to provide Plaintiff and Class Members with accurate itemized
12 wage statements in violation of Labor Code § 226.
- 13 (e) Failing to timely pay all earned wages to the members of the Waiting
14 Time Subclass upon separation of employment in violation of Labor Code
15 §§ 201, 202, and 203.

16 92. As alleged herein, Defendants systematically engaged in unlawful conduct in
17 violation of the California Labor Code and IWC Wage Orders, such as failing to pay all wages
18 (minimum and overtime wages), failing to provide meal periods and rest breaks or
19 compensation in lieu thereof, failing to furnish accurate wage statements, and failing to pay all
20 wages due and owing upon separation of employment in a timely manner to the Waiting Time
21 Subclass, all in order to decrease their costs of doing business and increase their profits.

22 93. At all relevant times herein, Defendants held themselves out to Plaintiff and Class
23 Members as being knowledgeable concerning the labor and employment laws of California.

24 94. At all times relevant herein, Defendants intentionally avoided paying Plaintiff and
25 Class Members wages and monies, thereby creating for Defendants an artificially lower cost of
26 doing business in order to undercut their competitors and establish and/or gain a greater
27 foothold in the marketplace.
28

95. By violating the foregoing statutes and regulations as herein alleged, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, *et seq.*

96. As a result of the unfair and unlawful business practices of Defendants as alleged herein, Plaintiff and Class Members are entitled to injunctive relief, disgorgement, and restitution in an amount to be shown according to proof at trial.

97. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5. Defendants' conduct, as alleged herein, has been and continues to be unfair, unlawful, and harmful to Plaintiff, Class Members, and the general public. Based on Defendants' conduct as alleged herein, Plaintiff and Class Members are entitled to an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5.

PRAYER FOR RELIEF

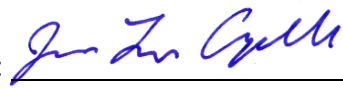
On Plaintiff's own behalf and on behalf of all others similarly situated, Plaintiff prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For certification under California Code of Civil Procedure § 382 of the proposed Class and any other appropriate subclass;
2. For appointment of Omar Soto as class representative;
3. For appointment of Aegis Law Firm, PC, as class counsel for all purposes;
4. For compensatory damages in an amount according to proof at trial;
5. For an award of damages in the amount of unpaid compensation including, but not limited to, unpaid wages, unreimbursed expenses, benefits, and penalties;
6. For economic and/or special damages in an amount according to proof at trial;
7. For liquidated damages pursuant to Labor Code § 1194.2;
8. For statutory penalties to the extent permitted by law, including those pursuant to the Labor Code and IWC Wage Orders;
9. For injunctive relief as provided by the California Labor Code and California Business and Professions Code §§ 17200, *et seq.*;

- 1 10. For restitution as provided by Business and Professions Code §§ 17200, *et seq.*;
- 2 11. For an order requiring Defendants to restore and disgorge all funds to each
- 3 employee acquired by means of any act or practice declared by this Court to be unlawful, unfair,
- 4 or fraudulent and, therefore, constituting unfair competition under Business and Professions
- 5 Code §§ 17200, *et seq.*;
- 6 12. For pre-judgment interest;
- 7 13. For reasonable attorneys' fees, costs of suit, and interest to the extent permitted
- 8 by law, including, but not limited to, Code of Civil Procedure § 1021.5 and Labor Code §§
- 9 226(e) and 1194; and
- 10 14. For such other relief as the Court deems just and proper.
- 11

12 Dated: September 19, 2022

AEGIS LAW FIRM, PC

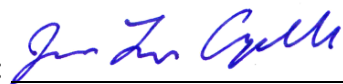
13 By: 
14 _____
15 Jessica L. Campbell
16 Attorneys for Plaintiff Omar Soto

17 **DEMAND FOR JURY TRIAL**

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

19 Dated: September 19, 2022

AEGIS LAW FIRM, PC

20 By: 
21 _____
22 Jessica L. Campbell
23 Attorneys for Plaintiff Omar Soto

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Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

\$

Extra Services & Fees (check box, add fee as appropriate)

- ☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage

\$

Total Postage and Fees

\$

Sent To

Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Soto
Postmark
Here
✓
Ramco

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Agent for RAMCO Enterprises, L.P.
Carlos S. Ramirez
320 Airport Blvd
Salinas, CA 93905



9590 9402 7625 2122 3019 66

2. Article Number (Transfer from service label)

7022 2410 0001 5120 4973

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

USPS TRACKING#



9590 9402 7625 2122 3019 66



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Aegis Law Firm
9811 Irvine Center Drive
Suite 100
Irvine, CA 92618

Soto v. Ramiro

1297

\$9.410
US POSTAGE
FIRST-CLASS
FROM 92618
SEP 19 2022



062S0010986178

stamps

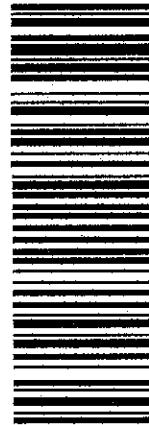
endicia



AGENT FOR RAMCO ENTERPRISES, L.P.:
Carlos S. Ramirez
320 AIRPORT BLVD
SALINAS CA 93905-3301

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

CERTIFIED MAIL®



7022 2410 0001 5120 4966
7022 2410 0001 5120 4966

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**

Domestic Mail Only

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OFFICIAL USE

Certified Mail Fee
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Soto
✓
Postmark
Here
Ramto

Postage
\$
Total Postage and Fees
\$

Sent To
Street and Apt. No., or PO Box No.
City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Agent for Taylor Farms Retail, Inc.:
John Mazzei
150 Main Street, Suite 400
Salinas, CA 93901



9590 9402 7625 2122 3019 59

2. Article Number (Transfer from service label)

7022 2410 0001 5120 4966

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X ☐ Agent
☐ Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING#



9590 9402 7625 2122 3019 59



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

Aegis Law Firm
9811 Irvine Center Drive
Suite 100
Irvine, CA 92618

Soto v. Ramco

1297

\$9.410
US POSTAGE
FIRST-CLASS
FROM 92618
SEP 19 2022
stamps

062S0010886178

endicia



AGENT FOR TAYLOR FARMS RETAIL, INC.:
John Mazzei
150 MAIN ST STE 400
SALINAS CA 93901-3442

Delaney Graves

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
Sent: Monday, September 19, 2022 10:03 AM
To: dgraves@aegislawfirm.com
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-908756-22

Order Number: ORD-000194077

Total:\$75.00

Card Type: Visa

Date: 9/19/2022

Billing Information

Name: Samuel Wong

Email: dgraves@aegislawfirm.com

Billing Address:

9811 Irvine Center Drive, Ste. 100

Irvine, California

92618

EXHIBIT 2

Matter Billing Detail

Aegis Law Firm, PC

Date Range: 01/01/1900 to 07/23/2026
Client: 48035 - Omar Soto
Matter: 1297 - Soto v. Ramco Enterprises (PAGA)

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
09/19/2022	FF	Filing Fee - Summons, Complaint, and Complex Fee	\$1,502.90		Unbilled				
09/19/2022	FF	LWDA Filing Fee	\$75.00		Unbilled				
09/29/2022	FF	Filing Fee - POS	\$10.50		Unbilled				
12/05/2022	FF	Filing Fee - FAC	\$10.50		Unbilled				
12/27/2022	FF	Filing Fee	\$10.50		Unbilled				
01/09/2023	FF	Filing Fee	\$11.00		Unbilled				
03/13/2023	FF	Filing Fee	\$11.00		Unbilled				
06/12/2023	FF	Filing Fee	\$11.00		Unbilled				
11/17/2023	FF	Filing Fee	\$10.85		Unbilled				
03/01/2024	FF	Filing Fee	\$15.55		Unbilled				
03/28/2025	FF	Filing Fee	\$12.95		Unbilled				
03/28/2025	FF	Filing Fee	\$16.70		Unbilled				
04/17/2025	FF	Filing Fee	\$16.70		Unbilled				
11/20/2025	MED	Vendor: Ortman Mediation, Inc.; Date: 11/20/2025 - Mediation Services-Mediation Services-	\$2,250.00		Unbilled			997284	Ortman Mediation, Inc.
		Total:	\$3,965.15	\$0.00					
		Balance:	\$3,965.15						

Matter Billing Detail

Aegis Law Firm, PC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed- - - - -			\$0.00						
Total Fees Unbilled : - - - - -			\$0.00						
Total Fees Received : - - - - -			\$0.00						
Total Soft Cost Billed : - - - - -			\$0.00						
Total Soft Cost Unbilled : - - - - -			\$0.00						
Total Soft Cost Received : - - - - -			\$0.00						
Total Hard Cost Billed : - - - - -			\$0.00						
Total Hard Cost Unbilled : - - - - -			\$3,965.15						
Total Hard Cost Received : - - - - -			\$0.00						
Total Taxes Billed : - - - - -			\$0.00						
Total Taxes Unbilled : - - - - -			\$0.00						
Total Taxes Received : - - - - -			\$0.00						
Total Late Charges Billed : - - - - -			\$0.00						
Total Late Charges Unbilled: - - - - -			\$0.00						
Total Late Charges Received : - - - - -			\$0.00						
Trust Balance: - - - - -			\$0.00						

EXHIBIT 3

From: no-reply@formassembly.com
To: acarlsen@aegislawfirm.com
Subject: Thank you for your Proposed Settlement Submission
Date: Thursday, July 23, 2026 12:00:20 PM

07/23/2026 12:00:01 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 07/23/2026 12:00:01 PM your Proposed Settlement was successfully processed for case number LWDA-CM-908756-22

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm