

1 B. James Fitzpatrick (SBN: 129056)
2 Alison L. Baker (SBN: 193601)
3 FITZPATRICK & SWANSTON
4 555 South Main Street
5 Salinas, CA 93901
6 Telephone: (831) 755-1311
7 Facsimile: (831) 755-1319

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 04/24/2025
By Deputy: Maldonado, Esther

5 Larry W. Lee (SBN: 228175)
6 Kristen M. Agnew (SBN 247656)
7 DIVERSITY LAW GROUP, P.C.
8 515 South Figueroa Street, Suite 1250
9 Los Angeles, California 90071
10 Telephone: (213) 488-6555
11 Facsimile (213) 488-6554

9 Attorneys for Plaintiffs,
10 SIMON EDEZA CAMPANA, MAGDALENA ADAME QUEZADA, and
11 MARIA ISABEL PEREZ GOMEZ

11 Justin Lo (SBN: 280102)
12 WORK LAWYERS, PC
13 22939 Hawthorne Blvd, Suite 202
14 Torrance, CA 90505
15 Telephone: (424) 355-8535
16 Facsimile: (424) 355-8335

15 Attorneys for Plaintiffs,
16 PABLO ORTIZ GARCIA and CARINA MERINO RAMIREZ

16 *[additional counsel on following page]*

17 **SUPERIOR COURT OF CALIFORNIA**

18 **COUNTY OF MONTEREY**

19 SIMON EDEZA CAMPANA,

20 Plaintiff,

21 v.

22 VISTA VERDE LABOR, INC.; and DOES 1
23 through 50, inclusive,

24 Defendants.

Case No. 23CV000638

**STIPULATION 1) FOR LEAVE TO FILE
FOURTH AMENDED COMPLAINT;
2) DISMISS CERTAIN DEFENDANTS
WITHOUT PREJUDICE; AND
3) EXTEND DEADLINE TO SERVE
DEFENDANTS; [~~PROPOSED~~] ORDER**

1 James D. Miller (SBN: 207709)
2 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
3 7060 N. Marks Ave, Ste. 108
4 Fresno, CA 93711
5 Telephone: (559) 825-8510
6 Facsimile: (559) 570-0323

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
Attorneys for Defendants,
VISTA VERDE LABOR, INC. and MARIA MALDONADO

1 The Parties, having reached a potential class-wide settlement involving the instant
2 action Case No. 23CV000638 (the "*Campana* Action") and Case No. 23CV000632 (the
3 "*Garcia* Action") hereby submit this Stipulation: 1) seeking leave to file the proposed Fourth
4 Amended Complaint ("FAC") the to add the *Garcia* Action Plaintiffs to the instant action;
5 2) Requesting that Court dismiss certain Defendants without prejudice; and 3) Requesting an
6 extension of the deadline to serve the remaining Grower Defendants.
7

8 WHEREAS, accordingly, Plaintiffs Simon Edeza Campana, Magdalena Adame
9 Quezada, and Maria Isabel Perez Gomez (collectively, "the Campana Plaintiffs"), and Pablo
10 Ortiz Garcia, and Carina Merino Ramirez (collectively "the Garcia Plaintiffs") and Defendants
11 Vista Verde Labor, Inc. ("Vista Verde") and Maria Maldonado (collectively, "Defendants")
12 (collectively "the Parties"), by and through their respective counsel of record herein, stipulate
13 as follows:
14

15 WHEREAS, on May 3, 2024, the Campana Plaintiffs filed the operative Third
16 Amended Complaint ("Third Amended Complaint" or "TAC") in the instant action, the
17 *Campana* Action. The TAC named Boekenooogen Winery, Caymus Vineyards, Chalone
18 Vineyard, Gallo Vineyards, Wrimmway Enterprises, JV Farms, Kirk Williams, Marc Pura
19 Ranch, Pedrazzi Farms, Scheid Vineyards, Sebastian Harvesting, Tanimura & Antle, and
20 Triangle Farms (collectively, "Grower Defendants") as defendants in the Campana Action.
21 The Grower Defendants have not been served and have not appeared.
22

23 WHEREAS, On October 25, 2024, the Parties engaged Attorney Christopher Panetta,
24 an experienced wage and hour class action mediator, to conduct a global mediation involving
25 the Campana Action, the Garcia Action, and Defendants Vista Verde and Maria Maldonado.
26 The Grower Defendants did not participate in the mediation. The case did not resolve after a
27 full day of mediation, but thereafter, with the assistance of Mr. Panetta, the Parties continued
28

1 to engage in settlement negotiations. After the exchange of further information and extended
2 negotiations, the Parties reached a proposed class-wide settlement. The settlement discussions
3 were conducted at arm's-length.

4 WHEREAS, in order to effectuate the terms of the proposed Joint Stipulation of Class
5 and Representative Action Settlement, the Parties agreed that the Garcia Action Plaintiffs
6 would be added to the Campana Action by way of Fourth Amended Complaint.
7

8 WHEREAS, pursuant to the agreement of the Parties, the Campana Plaintiffs now seek
9 to file a Fourth Amended Complaint, a copy of which is attached hereto as **Exhibit 1** (and a
10 redline copy of which is attached hereto as *Exhibit 2*), to add Pablo Ortiz Garcia and Carina
11 Merino Ramirez as named plaintiffs and class representatives in the instant action.
12

13 WHEREAS, Defendants have reviewed the proposed Fourth Amended Complaint and
14 stipulate to its filing without prejudice to and without waiving any of their defenses thereto,
15 including, but not limited to, their right to file any permissible response.

16 WHEREAS, pursuant to the agreement of the Parties, the Campana Plaintiffs also seek
17 to dismiss all but three of the Grower Defendants without prejudice. The Grower Defendants
18 to be dismissed WITHOUT prejudice are: Boekennoogen Winery, Caymus Vineyards, Chalone
19 Vineyard, Gallo Vineyards, Wrimmway Enterprises, JV Farms, Kirk Williams, Marc Pura
20 Ranch, Pedrazzi Farms, and Triangle Farms.
21

22 WHEREAS, the remaining Grower Defendants will be Scheid Vineyards, Tanimura &
23 Antle, and Sebastian Harvesting. The Parties' potential settlement agreement does not
24 contemplate that the three remaining Grower Defendants will pay any portion of the Gross
25 Settlement Amount. Ultimately, Plaintiffs intend to dismiss the Grower Defendants from the
26 Action, provided that Defendants pay the full Gross Settlement Amount, as provided in the
27 Settlement Agreement.
28

1 NOW THEREFORE, the Parties stipulate as follows:

2 1. That Plaintiffs be granted leave to file the Fourth Amended Complaint;

3 2. That the Fourth Amended Complaint be deemed filed as of the date of execution
4 of this Order;

5 3. That Defendants shall have thirty (30) days from the date of this Order to answer
6 the Fourth Amended Complaint, as may be extended based on the method of service under
7 Civil Procedure Code § 1013, to file a responsive pleading, unless such time is extended by
8 stipulation of the parties or by application to the Court in compliance with the California Rules
9 of Court;

10 4. That the Court dismiss without prejudice, only the following Defendants:
11 Boekennoogen Winery, Caymus Vineyards, Chalone Vineyard, Gallo Vineyards, Wrimmway
12 Enterprises, JV Farms, Kirk Williams, Marc Pura Ranch, Pedrazzi Farms, and Triangle Farms;

13 5. That the deadline to serve the remaining Grower Defendants Scheid Vineyards,
14 Sebastian Harvesting, and Tanimura & Antle, will be according to CCP 583.210, which
15 establishes the mandatory timeframe for serving the summons and complaint.

16 **IT IS SO STIPULATED.**

17
18 Dated: April 19, 2025

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

19
20 By: 

B. James Fitzpatrick
Larry W. Lee
Attorneys for Plaintiffs,
SIMON EDEZA CAMPANA
MAGDALENA ADAME QUEZADA, and
MARIA ISABEL PEREZ GOMEZ

21
22
23
24 Dated: April 19, 2025

WORK LAWYERS, PC

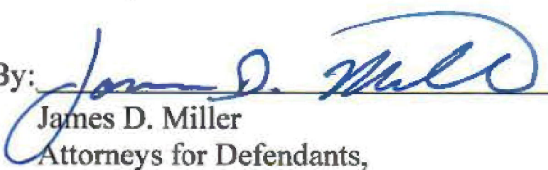
25
26 By: /s/ Justin Lo

Justin Lo
Attorneys for Plaintiffs,
PABLO ORTIZ GARCIA and
CARINA MERINO RAMIREZ

1
2 Date: April 19, 2025

OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.

3
4 By:


James D. Miller

Attorneys for Defendants,
VISTA VERDE LABOR, INC. and
MARIA MALDONADO

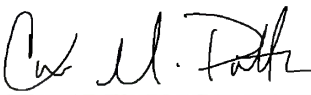
~~PROPOSED~~ ORDER IN CASE NO. 23CV000638

The Court, having received and reviewed the Joint Stipulation for Leave to File Fourth Amended Complaint ("Stipulation"), and good cause appearing, herein orders as follows:

1. That Plaintiff be granted leave to file the Fourth Amended Complaint;
2. That the Fourth Amended Complaint be deemed filed as of the date of execution of this Order; and
3. That Defendants shall have thirty (30) days from the date of this Order to answer the Fourth Amended Complaint, as may be extended based on the method of service under Civil Procedure Code § 1013, to file a responsive pleading, unless such time is extended by stipulation of the parties or by application to the Court in compliance with the California Rules of Court;
4. That the Court dismiss without prejudice, only the following Defendants:
Boekenooogen Winery, Caymus Vineyards, Chalone Vineyard, Gallo Vineyards, Wrimmway Enterprises, JV Farms, Kirk Williams, Marc Pura Ranch, Pedrazzi Farms, and Triangle Farms;
6. That the deadline to serve the remaining Grower Defendants Scheid Vineyards, Sebastian Harvesting, and Tanimura & Antle, will be according to CCP 583.210, which establishes the mandatory timeframe for serving the summons and complaint.

IT IS SO ORDERED.

Dated: 4/24/2025



Hon. Carrie M. Panetta

EXHIBIT 1

B. James Fitzpatrick (SBN: 129056)
Alison L. Baker (SBN: 193601)
FITZPATRICK & SWANSTON
555 South Main Street
Salinas, CA 93901
Telephone: (831) 755-1311
Facsimile: (831) 755-1319

Larry W. Lee (SBN: 228175)
Kristen M. Agnew (SBN 247656)
DIVERSITY LAW GROUP, P.C.
515 South Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Facsimile (213) 488-6554

Attorneys for Plaintiffs,
SIMON EDEZA CAMPANA, MAGDALENA ADAME QUEZADA, and
MARIA ISABEL PEREZ GOMEZ

Justin Lo (SBN: 280102)
Jarrod Nakano (SBN 235548)
WORK LAWYERS, PC
22939 Hawthorne Blvd, Suite 202
Torrance, CA 90505
Telephone: (424) 355-8535
Facsimile: (424) 355-8335

Attorneys for Plaintiffs,
PABLO ORTIZ GARCIA and CARINA MERINO RAMIREZ

SUPERIOR COURT OF CALIFORNIA

COUNTY OF MONTEREY

SIMON EDEZA CAMPANA,

Plaintiff,

v.

VISTA VERDE LABOR, INC.; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23CV000638

**INDIVIDUAL, CLASS AND
REPRESENTATIVE ACTION**

**FOURTH AMENDED COMPLAINT FOR
DAMAGES, PENALTIES AND FOR
INJUNCTIVE RELIEF**

DEMAND FOR JURY

Plaintiffs SIMON EDEZA CAMPANA, MAGDALENA ADAME QUEZADA,
MARIA ISABEL PEREZ GOMEZ, PABLO ORTIZ GARCIA, and CARINA MERINO
RAMIREZ who on behalf of themselves and all other similarly situated current and former

employees of Defendants, and members of the public, complain and allege as follows:

1. As used herein, the term “Plaintiffs” includes SIMON EDEZA CAMPANA, MAGDALENA ADAME QUEZADA, MARIA ISABEL PEREZ GOMEZ, and PABLO ORTIZ GARCIA and CARINA MERINO RAMIREZ who are the named Plaintiffs and Class Representatives herein.

2. Plaintiffs and the Class Members alleged herein (collectively, “Class Members”) seek remedies for all compensation and penalties due to the Class Members during the “Class Period,” which is defined as four years from the filing date, through the date on which final judgment is entered, based upon information and belief that Defendants are continuing and will continue the unlawful employment practices as described herein.

3. Each of the Class Members are identifiable, similarly-situated persons and are now or at some point during the Class Period were, employed by Defendants. Plaintiffs reserve the right to seek additional amendments of this Complaint to add as a named Plaintiff some or all of the persons who are members of the Class.

4. Plaintiff SIMON EDEZA CAMPANA (“Plaintiff Campana”) is a competent adult who is, and at all times mentioned in this complaint has been, a resident of County of Monterey, California. Plaintiff Campana was employed by Defendants from approximately January 2017, through approximately February 2022, pursuant to an unwritten contract, some of the terms of which were the product of an oral agreement, with other terms implied from or incorporated from written materials and policies maintained by Defendants and from the conduct of the parties. The terms of this contract included working as a non-exempt employee, and at all times as an employee not exempted from the California Labor Code. Plaintiff Campana is, and at all relevant times was, an individual as defined in Business and Professions Code §§ 17201 and 17204.

5. Plaintiff MAGDALENA ADAME QUEZADA (“Plaintiff Quezada”) is a competent adult who is, and at all times mentioned in this complaint has been, a resident of County of Monterey, California. Plaintiff Quezada was employed by Defendants from approximately 2016, through approximately 2020, pursuant to an unwritten contract, some of

1 the terms of which were the product of an oral agreement, with other terms implied from or
2 incorporated from written materials and policies maintained by Defendants and from the
3 conduct of the parties. The terms of this contract included working as a non-exempt employee,
4 and at all times as an employee not exempted from the California Labor Code. Plaintiff
5 Quezada is, and at all relevant times was, an individual as defined in Business and Professions
6 Code §§ 17201 and 17204.

7 6. Plaintiff MARIA ISABEL PEREZ GOMEZ (“Plaintiff Gomez”) is a competent
8 adult who is, and at all times mentioned in this complaint has been, a resident of County of
9 Monterey, California. Plaintiff Gomez was employed by Defendants from approximately
10 2016, through approximately June 2022, pursuant to an unwritten contract, some of the terms
11 of which were the product of an oral agreement, with other terms implied from or incorporated
12 from written materials and policies maintained by Defendants and from the conduct of the
13 parties. The terms of this contract included working as a non-exempt employee, and at all
14 times as an employee not exempted from the California Labor Code. Plaintiff Gomez is, and
15 at all relevant times was, an individual as defined in Business and Professions Code §§ 17201
16 and 17204.

17 7. Plaintiff PABLO ORTIZ GARCIA (“Plaintiff Garcia”) is a competent adult who
18 is, and at all times mentioned in this complaint has been, a resident of County of Monterey,
19 California. Plaintiff Garcia was employed by Defendants from approximately January 2018,
20 through approximately October 2022, pursuant to an unwritten contract, some of the terms of
21 which were the product of an oral agreement, with other terms implied from or incorporated
22 from written materials and policies maintained by Defendants and from the conduct of the
23 parties. The terms of this contract included working as a non-exempt employee, and at all
24 times as an employee not exempted from the California Labor Code. Plaintiff Garcia is, and at
25 all relevant times was, an individual as defined in Business and Professions Code §§ 17201
26 and 17204.

27 8. Plaintiff CARINA MERINO RAMIREZ (“Plaintiff Ramirez”) is a competent
28 adult who is, and at all times mentioned in this complaint has been, a resident of County of

1 Monterey, California. Plaintiff Ramirez was employed by Defendants from approximately
2 January 2018, through approximately October 2022, pursuant to an unwritten contract, some
3 of the terms of which were the product of an oral agreement, with other terms implied from or
4 incorporated from written materials and policies maintained by Defendants and from the
5 conduct of the parties. The terms of this contract included working as a non-exempt employee,
6 and at all times as an employee not exempted from the California Labor Code. Plaintiff
7 Ramirez is, and at all relevant times was, an individual as defined in Business and Professions
8 Code §§ 17201 and 17204.

9 9. Defendant VISTA VERDE LABOR, INC. (“VISTA”) is, and at all times
10 mentioned in this complaint has been, an unknown entity doing business in the State of
11 California. Plaintiffs are informed and believe and thereon allege that VISTA is authorized to
12 and does conduct business throughout the State of California, has purposefully availed itself of
13 the privileges and benefits of doing business in the State of California.

14 10. Defendant MARIA D. MALDONADO (“MALDONADO”) is, and at all
15 relevant times was, an individual as defined in Business and Professions Code §§ 17201 and
16 17204. Plaintiffs are informed and believe and thereon allege that MALDONADO at all times
17 has been the owner and principal manager of VISTA. On information and belief,
18 MALDONADO resides in Monterey County.

19 11. Defendant SCHEID VINEYARDS, INC. (“SCHEID VINEYARDS”) is, and at
20 all times mentioned in this complaint has been, an unknown entity doing business in the State
21 of California. Plaintiffs are informed and believe and thereon allege that SCHEID
22 VINEYARDS is authorized to and does conduct business throughout the State of California,
23 has purposefully availed itself of the privileges and benefits of doing business in the State of
24 California.

25 12. Defendant SEBASTIAN HARVESTING is, and at all times mentioned in this
26 complaint has been, an unknown entity doing business in the State of California. Plaintiffs are
27 informed and believe and thereon allege that SEBASTIAN HARVESTING is authorized to
28 and does conduct business throughout the State of California, has purposefully availed itself of

1 the privileges and benefits of doing business in the State of California.

2 13. Defendant TANIMURA & ANTLE, INC. (“TANIMURA & ANTLE”) is, and at
3 all times mentioned in this complaint has been, an unknown entity doing business in the State
4 of California. Plaintiffs are informed and believe and thereon allege that TANIMURA &
5 ANTLE is authorized to and does conduct business throughout the State of California, has
6 purposefully availed itself of the privileges and benefits of doing business in the State of
7 California.

8 14. Collectively, SCHEID VINEYARDS, SEBASTIAN HARVESTING, and
9 TANIMURA & ANTLE, shall be referred to as the “GROWERS.”

10 15. GROWERS and VISTA are employers and/or joint employers, as each
11 defendant exercises control over the wages, hours, and working conditions of Plaintiffs and the
12 Class. GROWERS controlled the Class Members’ working conditions by, including but not
13 limited to, requiring VISTA to keep its employees working without taking compliant meal and
14 rest periods to fulfill orders.

15 16. Plaintiffs and the Class Members are ignorant of the true names, identities,
16 capacities and relationships of the Defendants sued herein as DOES 1 through 50, inclusive,
17 and therefore sues these Defendants by such fictitious names. Plaintiffs and the Class
18 Members are informed and believe, and thereon allege, that each of these fictitiously named
19 Defendants are responsible in some manner for the occurrences herein alleged, and that
20 Plaintiffs’ and the Class Members’ damages as herein alleged were proximately caused by
21 DOES 1 through 50. Plaintiffs and the Class Members will amend this Complaint to allege the
22 true names and capacities of said DOE Defendants when such information is ascertained.
23 Each reference to “Defendants,” and each reference to any particular Defendant herein, shall
24 be construed to refer to all Defendants, including, but not limited to, all of those fictitiously
25 named herein as a “DOE” Defendant, and each of them.

26 17. Plaintiffs and the Class Members are informed and believe, and thereon allege,
27 that each of the Defendants herein was at all times relevant to this action the agent, employee,
28 representative, partner, and/or joint venturer of the remaining Defendants, and each of them,

1 and that each of the Defendants herein was at all times acting within the course and scope of
2 that relationship. Plaintiffs and the Class Members are further informed and believe, and
3 thereon allege, that each of the Defendants herein consented to, ratified, and/or authorized the
4 acts of each of the remaining Defendants herein. The conduct of each of the Defendants was
5 at all times herein in accordance with and represents the official policy of Defendants.

6 Additionally, at all times herein mentioned, Defendants, and each of them, aided and abetted
7 the acts and omissions of each and all of the other Defendants, which proximately caused the
8 damages herein alleged. Plaintiffs and the Class Members are further informed and believe,
9 and thereon allege, that all of the Defendants jointly employed the Plaintiffs and Class
10 Members herein and/or carried out a joint scheme, business plan and/or uniform policy, and
11 the acts and omissions of each Defendant are legally attributable to the other Defendants such
12 that they are deemed a single integrated enterprise and agents of one another so that all
13 Defendants are each jointly and severally liable for the acts and omissions hereinafter alleged.

14 18. Defendants VISTA, MALDONADO, SCHEID VINEYARDS, SEBASTIAN
15 HARVESTING, TANIMURA & ANTLE, and DOES 1 through 50 (collectively referred to
16 herein as “Defendants”) are, and at all times herein were, “persons” as defined in California
17 Business and Professions Code § 17201.

18 19. At all times herein, Defendants directly or indirectly, or through an agent or
19 representative, exercised control over the wages, hours and/or working conditions of the
20 Plaintiffs and the Class Members, and directly or indirectly or through an agent or other person
21 engaged, suffered, or permitted Plaintiffs to work.

22 **JURISDICTION AND VENUE**

23 20. This Court has jurisdiction over this action pursuant to Article VI, section 10 of
24 the California Constitution. Plaintiffs bring this Complaint for violations of California law
25 occurring in the County of Monterey, including without limitation violations of the California
26 Labor Code, Business and Professions Code, Civil Code and common law, and the amount in
27 controversy exceeds the minimum jurisdictional amount of the Superior Court. Based on
28 information and belief, Defendants have intentionally availed themselves of the benefits and

1 privileges available within this State, economic or otherwise, so as to render the exercise of
2 jurisdiction over them by the courts of the State of California consistent with traditional
3 notations of fair play and substantial justice. Accordingly, this Court has jurisdiction over the
4 parties and claims in this matter.

5 21. Pursuant to Code of Civil Procedure § 395(a), venue is proper in this judicial
6 district because Defendants now, and all times relevant herein, reside and/or transact business
7 in the County of Monterey. The conduct alleged herein and the damages resulting therefrom
8 occurred in the County of Monterey, and at all times herein Defendants maintained their
9 principal place of business in the County of Monterey, California.

10 22. Jurisdiction and venue are proper in this Court because Plaintiff Campana
11 worked in this County. Moreover, jurisdiction and venue are proper in this Court pursuant to
12 the California Fair Employment and Housing Act (the “FEHA”), California Government Code
13 Section 12965(c) because unlawful employment actions occurred in this County.

14 **ADMINISTRATIVE PROCEEDINGS**

15 23. Pursuant to California Labor Code § 2699.3, Plaintiff Campana gave written
16 notice on October 19, 2022, by electronic filing with the Labor and Workforce Development
17 Agency, and by certified mail to Defendant VISTA of factual and legal basis for the labor law
18 violations alleged in this Complaint.

19 24. Pursuant to California Labor Code § 2699.3, Plaintiff Campana seeks all
20 applicable penalties for violations which the Labor and Workforce Development Agency has
21 failed or elected not to investigate and/or failed or elected not to issue a citation. Plaintiff
22 Campana has exhausted all administrative remedies required by the Labor and Workforce
23 Development Agency as a prerequisite to filing this action.

24 25. Plaintiff Campana has met all the jurisdictional requirements for proceeding with
25 his claims under the FEHA, including without limitation, California Government Code
26 Sections 12960 and 12965, by timely filing an administrative complaint against VISTA and
27 MALDONADO with the California Civil Rights Department (the “CRD”) on November 1,
28 2023. A true and correct copy of Plaintiff Campana’s complaint and right-to-sue letter is

1 attached hereto as **Exhibit A**.

2 **PLAINTIFF'S CAMPANA'S DISCRIMINATION AND RETALIATION ALLEGATIONS**

3 26. Plaintiff Campana was hired by VISTA, on or about January 2017, as a field
4 worker. Plaintiff Campana was a good and hardworking employee, who performed well at his
5 job. Plaintiff Campana was promoted to Supervisor on or about March or April 2019, and
6 then VISTA paid him less for more hours of work.

7 27. On or about December 7, 2021, Plaintiff Campana was in a motor vehicle
8 accident at work and suffered a serious injury to his back. Due to the disabling medical
9 condition, Plaintiff Campana requested time off work in accordance with his Doctor's
10 instructions. Plaintiff Campana informed VISTA of his Doctor's instructions, and his need for
11 an accommodation. As instructed by his doctor, Plaintiff Campana requested time off, to use
12 his sick pay and to have a temporary medical leave of absence. VISTA and MALDONADO
13 violated Plaintiff Campana's rights by requiring him to disclose the nature of his injury and
14 disability. Plaintiff Campana informed VISTA of his injuries and disability.

15 28. Plaintiff Campana's boss, MALDONADO, denied his requests. She told
16 Plaintiff Campana that she did not believe that he was injured. Plaintiff Campana asked
17 MALDONADO to apply his accrued time off or sick pay, and MALDONADO denied his
18 request. She said that he could not use his sick time because he "was not sick."
19 MALDONADO became hostile and disparaging towards Plaintiff Campana, and treated him
20 differently than before his disabling injury. She treated him unfairly, with increased criticism
21 and more harshly than she treated the workers who were not disabled. After his disabling
22 medical condition, MALDONADO disparaged Plaintiff Campana and told lies about him to
23 other workers and employers.

24 29. Plaintiff Campana returned to work after two (2) weeks off, with restrictions.
25 Plaintiff Campana showed MALDONADO the papers from his doctor. Plaintiff Campana
26 tried to exercise his rights and he requested reasonable light duty accommodations. His
27 attempts to resist the discriminatory and hostile working environment seemed to increase
28 MALDONADO's hostility. MALDONADO refused to engage in any interactive process at

1 all and she would not allow Plaintiff Campana to use any sick pay.

2 30. Instead, VISTA and MALDONADO took adverse employment actions against
3 Plaintiff Campana by cutting his pay in half. VISTA and MALDONADO made unwarranted
4 reprimands and criticism of Plaintiff Campana, and refused him any accommodation.
5 MALDONADO made it clear that she was angry that Plaintiff Campana exercised his legal
6 rights, requested to use his sick pay, requested a medical leave of absence, and requested
7 accommodations due to his disabling medical condition. VISTA and MALDONADO's
8 conduct caused Plaintiff Campana extreme distress, pain, and suffering.

9 31. On or about January 19, 2022, VISTA and MALDONADO subjected Plaintiff
10 Campana to the ultimate act of discrimination and retaliation by wrongfully terminating
11 Plaintiff Campana's employment as a result of his disability, and in retaliation for exercising
12 his rights to seek medical treatment, request sick pay, and take a protected medical leave of
13 absence. MALDONADO wrote a false employment status report, claiming that Plaintiff
14 Campana voluntarily quit his position. Plaintiff Campana refused to sign it. VISTA and
15 MALDONADO's conduct and unlawful termination of Plaintiff Campana's employment
16 amount to illegal discrimination and retaliation in violation of California's Fair Employment
17 and Housing Act; California Government Code Section 12940 et seq.

18 **GENERAL ALLEGATIONS**

19 32. Defendants now, and at all times relevant herein, did, own, operate and control a
20 business or establishment that employ persons within the meaning of all applicable wage
21 orders, including, but not limited to, IWC Wage Order No. 14-2001 (California Code of
22 Regulations, title 8, section 11140).

23 33. At all times relevant herein, Plaintiffs and the Class Members were non-exempt
24 employees of Defendants under the California Labor Code and were protected by to the
25 provisions of the Wage Order.

26 34. At all times relevant herein, Plaintiffs and the Class Members worked for
27 Defendants without the provision of being compensated for all hours worked, without being
28 paid overtime premium wages for all overtime hours worked, without being paid all wages on

1 time, working without meal or rest breaks as required by law, without being compensated for
2 missed meal and rest breaks, without being paid the full payment of wages owed at the end of
3 their employment, and without having been provided with complete and accurate wage
4 statements as required by law.

5 35. At all times relevant herein, Defendants maintained and enforced a uniform
6 policy by which they regularly and consistently precluded Plaintiffs and the Class Members
7 from leaving the work premises during their rest periods. As such, Plaintiffs and the Class
8 Members were not provided with off-duty rest periods as they were still subject to Defendant's
9 control.

10 36. At all times relevant herein, Defendants maintained and enforced a uniform
11 policy by which they regularly and consistently failed to pay Plaintiffs and the Class Members
12 their final wages on the last date of their employment. Rather, Defendant waited until the next
13 normal payroll cycle to pay Plaintiffs and the Class Members their final wages despite their
14 employment having ended.

15 37. At all times relevant herein, Defendants maintained and enforced a uniform
16 policy of requiring Plaintiffs and the Class Members to work shifts of five hours or more
17 within a single workday without providing a thirty (30) minute uninterrupted duty-free meal
18 period within five (5) hours of the beginning of their shift. Defendants also failed to pay
19 Plaintiffs and the Class Members one hour of pay at Plaintiffs' and Class Members' regular
20 rate of compensation as required by California Labor Code § 226.7 and the Wage Order for
21 each meal period that was not provided.

22 38. Likewise, at all times relevant herein, Defendants maintained and enforced a
23 uniform policy by which they repeatedly failed to authorize, permit and provide Plaintiffs and
24 the Class Members with paid duty-free rest periods of at least ten (10) consecutive
25 uninterrupted minutes during which Plaintiffs and the Class Members were relieved of all
26 duties for every four (4) hours worked or major fraction thereof and which were counted as
27 hours worked for which there would be no deduction from wages, and failed to compensate
28 Plaintiffs and the Class Members one (1) hour of wages at their regular rate of compensation

1 as required by California Labor Code § 226.7 and the Wage Order for each rest period not
2 provided.

3 39. At all times relevant herein, Defendants maintained and enforced a uniform
4 policy by which they regularly and consistently failed to pay Plaintiffs and the Class Members
5 overtime premium wages of one and one-half times the employee's regular rate of pay for all
6 overtime hours worked in a single workday and/or a single workweek, as required by
7 California Labor Code §§ 510 and 1194 and the Wage Order.

8 40. At all times relevant herein, Defendants maintained and enforced a uniform
9 policy by which they regularly and consistently violated Labor Code §§ 510, 558, 1194 by
10 failing to pay Plaintiffs and Class Members overtime wages at the correct regular rate of pay
11 that incorporated any non-discretionary incentive wages and accounted for all regular rates of
12 pay received during the applicable pay period.

13 41. At all times relevant herein, Defendants maintained and enforced a uniform
14 policy by which they regularly and consistently violated Labor Code §§ 201-203 and 246 by
15 failing to pay Plaintiffs and the Class Members their sick pay at their regular rate of pay that
16 incorporated any non-discretionary incentive wages and accounted for all regular rates of pay
17 received during the applicable pay period.

18 42. At all times relevant herein, Defendants maintained and enforced a uniform
19 policy by which they regularly and consistently failed to provide Plaintiffs and the Class
20 Members with complete and accurate itemized wage statements stating the total hours worked,
21 regular and overtime hours worked, gross wages earned, net wages earned, all applicable rates
22 of pay and the corresponding number of hours worked under each rate, all deductions, wages
23 owed for missed rest and meal periods, and accurate accounting for all wages paid to Plaintiffs
24 and the Class Members.

25 43. At all times relevant herein, Defendants maintained and enforced a uniform
26 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
27 204, 216, 218, 221, 223, 1194, 1198 and the Wage Order by unlawfully refusing to pay wages
28 to Plaintiffs and the Class Members.

1 44. At all times relevant herein, Defendants maintained and enforced a uniform
2 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
3 and 203 by failing to pay Plaintiffs and the Class Members all owing and unpaid wages for
4 work performed by them during their employment and at the end of their employment.

5 45. At all times relevant herein, Defendants maintained and enforced a uniform
6 policy by which they regularly and consistently violated California Labor Code §§ 201, 202,
7 204, 218, 1194, 1198, 1199 and the Wage Order by failing to pay Plaintiffs and the Class
8 Members for all hours worked, overtime premium wages for all overtime hours worked, and
9 compensation for missed meal and rest periods,

10 46. At all times relevant herein, Defendants maintained and enforced a uniform
11 policy by which they regularly and consistently violated California Labor Code § 2802 by
12 failing to reimburse Plaintiffs and the Class Members for using their personal cell phone and
13 purchasing work equipment for work-related purposes.

14 47. Plaintiffs and the Class Members are informed and believe, and thereon allege,
15 that at all times herein mentioned, Defendants were advised by skilled lawyers and other
16 professionals, employees and advisors knowledgeable about California labor and wage law,
17 employment and personnel practices, and about the requirements of California law. Plaintiffs
18 and the Class Members are informed and believe, and thereon allege, that at all times relevant
19 herein, Defendants knew or should have known that they had a duty to compensate Plaintiffs
20 and the Class Members, and that Defendants had the financial ability to pay such
21 compensation, but willfully, knowingly and intentionally failed to do so, and falsely
22 represented to Plaintiffs and the Class Members that they were properly denied wages, all in
23 order to increase Defendants' profits.

24 48. California Labor Code § 218 states that nothing in Article I of the Labor Code
25 shall limit the right of any wage claimant to “sue directly . . . for any wages or penalty due to
26 him under this Article.”

27 **CLASS ACTION ALLEGATIONS**

28 49. Plaintiffs bring this action on behalf of themselves, the general public, and all

1 other similarly situated persons as a class action pursuant to Code of Civil Procedure § 382.
2 All claims alleged herein arise under California law for which Plaintiffs seek relief authorized
3 by California law. Plaintiffs seek to represent a class composed of and defined as follows:

4 A. Class:

5 All current and former non-exempt employees of
6 VISTA in the State of California who worked at any
7 time from March 2, 2019 through the date on which
8 final judgment is entered ("Class Period").

9 B. Meal Period Subclass:

10 All current and former non-exempt employees of
11 VISTA in the State of California who worked any shift
12 of more than 5 hours at any time during the Class
13 Period.

14 C. SCHEID VINEYARDS Meal Period Subclass:

15 All current and former non-exempt employees of VISTA who were
16 assigned to work at SCHEID VINEYARDS in the State of California and
17 who worked any shift of more than 5 hours at any time during the Class
18 Period.

19 D. SEBASTIAN HARVESTING Meal Period Subclass:

20 All current and former non-exempt employees of VISTA who were
21 assigned to work at SEBASTIAN HARVESTING in the State of
22 California and who worked any shift of more than 5 hours at any time
23 during the Class Period.

24 E. TANIMURA & ANTLE Meal Period Subclass:

25 All current and former non-exempt employees of VISTA who were
26 assigned to work at TANIMURA & ANTLE in the State of California
27 and who worked any shift of more than 5 hours at any time during the
28 Class Period.

F. Rest Period Subclass:

All current and former non-exempt employees of
VISTA in the State of California who worked any shift
of at least 3.5 hours or more at any time during the Class
Period.

G. SCHEID VINEYARDS Rest Period Subclass:

All current and former non-exempt employees of VISTA
who were assigned to work at SCHEID VINEYARDS in
the State of California and who worked any shift at least
3.5 hours or more at any time during the Class Period.

H. SEBASTIAN HARVESTING Rest Period Subclass:

All current and former non-exempt employees of VISTA
who were assigned to work at SEBASTIAN
HARVESTING in the State of California and who worked

any shift at least 3.5 hours or more at any time during the Class Period.

- I. TANIMURA & ANTLE Rest Period Subclass:
All current and former non-exempt employees of VISTA who were assigned to work at TANIMURA & ANTLE in the State of California and who worked any shift at least 3.5 hours or more at any time during the Class Period.
- J. Non-Compliant Wage Statement Subclass:
All current and former nonexempt employees of VISTA in the State of California who received the payment of wages at any time from March 2, 2022 through the date on which final judgment is entered.
- K. Overtime Regular Rate Subclass:
All current and former non-exempt employees of VISTA in the State of California who earned non-discretionary incentive compensation and overtime wages during the same workweek, at any time during the Class Period.
- L. SCHEID VINEYARDS Overtime Regular Rate Subclass:
All current and former non-exempt employees of VISTA who were assigned to work at SCHEID VINEYARDS in the State of California and who earned non-discretionary incentive compensation and overtime wages during the same workweek, at any time during the Class Period.
- M. SEBASTIAN HARVESTING Overtime Regular Rate Subclass:
All current and former non-exempt employees of VISTA who were assigned to work at SEBASTIAN HARVESTING in the State of California and who earned non-discretionary incentive compensation and overtime wages during the same workweek, at any time during the Class Period.
- N. TANIMURA & ANTLE Overtime Regular Rate Subclass:
All current and former non-exempt employees of VISTA who were assigned to work at TANIMURA & ANTLE in the State of California and who earned non-discretionary incentive compensation and overtime wages during the same workweek, at any time during the Class Period.
- O. Sick Pay Regular Rate Subclass:
All current and former non-exempt employees of VISTA in the State of California who earned non-discretionary incentive compensation and sick pay during the same workweek, and whose employment ended at any time from March 2, 2020, through the date on which final judgment is entered.

- 1
- 2 P. SCHEID VINEYARDS Sick Pay Regular Rate Subclass:
3 All current and former non-exempt employees of VISTA
4 who were assigned to work at SCHEID VINEYARDS in
5 the State of California and who earned non-discretionary
6 incentive compensation and sick pay during the same
7 workweek, and whose employment ended at any time from
8 March 2, 2020.
- 9 Q. SEBASTIAN HARVESTING Sick Pay Regular Rate Subclass:
10 All current and former non-exempt employees of VISTA
11 who were assigned to work at SEBASTIAN
12 HARVESTING in the State of California and who earned
13 non-discretionary incentive compensation and sick pay
14 during the same workweek, and whose employment ended
15 at any time from March 2, 2020.
- 16 R. TANIMURA & ANTLE Sick Pay Regular Rate Subclass:
17 All current and former non-exempt employees of VISTA
18 who were assigned to work at TANIMURA & ANTLE in
19 the State of California and who earned non-discretionary
20 incentive compensation and sick pay during the same
21 workweek, and whose employment ended at any time from
22 March 2, 2020.

23 50. Plaintiffs reserve the right under Code of Civil Procedure § 382 to amend or
24 modify the class description with greater specificity, further division into subclasses or with
25 limitations to particular issues.

26 51. This action has been brought and may be properly maintained as a class action
27 under the provisions of Code of Civil Procedure § 382 because the questions of law and fact at
28 issue herein are common and of general interest to Plaintiffs and the Class Members, the
parties are numerous, and it would be impracticable to bring the claims alleged herein before
the court as individual claims or through some other than a class action.

22 **A. Numerosity**

23 52. The Class Members are so numerous that joinder of all the members of the class
24 is not feasible and not practical. While the precise number the Class Members has not been
25 determined at this time, Plaintiffs are informed and believe that Defendants currently employ,
26 and during the Class Period regularly employed, more than 50 employees in California in
27 hourly wage or otherwise non-exempt positions. The identities of the Class Members are
28 readily ascertainable by inspection of Defendants' employment records. Moreover, joinder of

all members of the proposed class is not practicable, and individual damages for each member is not anticipated to be sufficiently high to allow for practical resolution through individualized litigation.

B. Commonality and Predominance

53. There are questions of law and fact common to each Class Member that predominate over any questions affecting only individual Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendants violated California Labor Code §§ 226.7 and 512 and the Wage Order by failing to provide a 30 minute duty-free meal period within the first five hours of each workday to Plaintiffs and the Class Members on days they worked in excess of five hours, and failing to compensate Plaintiffs and the Class Members one hour of wages at their regular rate of pay for each such missed meal period that was not provided;

b. Whether Defendants violated Labor Code § 226.7 and the Wage Order by failing to provide a paid 10 minute duty-free rest period to Plaintiffs and the Class Members for every four-hour work period or major fraction thereof, by either not paying wages to Plaintiffs and the Class Members or reducing their wages for time spent during any rest period that was provided, and by failing to compensate Plaintiffs and the Class Members one hour of wages for such missed and/or unpaid/underpaid rest periods;

c. Whether Defendants violated Labor Code §§ 1194 and 1198 and the Wage Order by failing to pay Plaintiffs and the Class Members the appropriate premium overtime wages for all overtime hours worked;

d. Whether Defendants violated Labor Code §§ 510, 558, 1194 by failing to pay Plaintiff and Class Members overtime wages at the correct regular rate of pay that incorporated any non-discretionary incentive wages and accounted for all regular rates of pay received during the applicable pay period;

e. Whether Defendants violated Labor Code §§ 201-203 and 246 by failing to pay Plaintiff and the Class Members their sick pay at their regular rate of pay that incorporated any non-discretionary incentive wages and accounted for all regular rates of pay

received during the applicable pay period;

f. Whether Defendants violated California Labor Code § 226 by failing to provide accurate itemized wage statements to Plaintiffs and the Class Members containing all of the information required by Labor Code § 226;

g. Whether Defendants violated California Labor Code §§ 201, 202, 204, 216, 218, 221, 1194 and 1198 by failing and refusing to pay Plaintiffs and the Class Members agreed wages for all work performed by them, including minimum wage and/or overtime as compensation for any and all hours worked;

h. Whether Defendants violated Labor Code §§ 201, 202, 203 and 204 by failing to timely pay Plaintiffs and the Class Members all wages for work performed by them during their employment and failing to timely pay Plaintiffs and the Class Members at the end of their employment all wages for work performed by them during their employment;

i. Whether Defendants violated Labor Code §§ 201, 202, and 204 by failing to timely pay Plaintiffs and the Class Members for all wages and hours worked during their employment;

j. Whether Defendants violated Labor Code § 2802 by failing to reimburse employees for all business expenses, including phone-related expenses incurred in connection with mandatory work-related phone calls;

k. Whether Defendants' failure to pay wages, and premiums in accordance with the California Labor Code and the Wage Order was willful;

l. Whether Defendants violated Labor Code § 1198 and the Wage Order for failing to keep accurate records with respect to each employee;

m. Whether Defendants' conduct as alleged throughout this complaint was willful or reckless;

n. The appropriate amount of damages, restitution and/or monetary penalties resulting from Defendants' violations of California law;

o. Whether Plaintiffs and the Class members are entitled to equitable relief, including but not limited to, injunctive and declaratory relief, pursuant to Business and

Professions Code §§ 17200 et seq.; and

p. Whether Defendants violated Business and Professions Code §§ 17200 et seq., by failing to provide meal and rest periods mandated by Labor Codes § 226.7, 512 and the Wage Order; by failing to compensate Plaintiffs and the Class Members one (1) hour of pay for meal periods and rest periods that were not provided; by failing to pay regular and overtime wages for all hours worked; failing to pay reporting time pay; failing to provide complete and accurate wage statements to Plaintiffs and the Class Members in accordance with Labor Code § 226; by failing to pay agreed wages; by failing to pay Plaintiffs and the Class Members all wages due upon termination; and by failing to timely provide all wages due to Plaintiffs and the Class Members.

C. Typicality

54. The claims of Plaintiffs are typical of the claims of the Class Members. Plaintiffs and the Class Members sustained injuries and damages arising out of and caused by the Defendants' common course of conduct in violation of statutes, common law, wage orders and/or regulations that have the force and effect of law, as alleged herein. Plaintiffs has a well-defined community of interest with the Class Members and are qualified to, and will, fairly and adequately protect the interests of each Class Member.

D. Adequacy of Representation

55. Plaintiffs will fairly and adequately represent and protect the interests of the Class Members. Plaintiffs acknowledge Plaintiffs' obligation to make known to the Court any relationship, conflict or difference with any Class Member. Plaintiffs have incurred and throughout this action will continue to incur, costs and attorney's fees necessarily expended for the prosecution of this action for the substantial benefit of each Class Members. Counsel who represent Plaintiffs is competent and experienced in litigating class actions, versed in the rules governing class action discovery certification, settlement and trial, and will vigorously and competently pursue the claims of Plaintiffs and the Class Members.

E. Superiority

56. The nature of this action makes the use of class action adjudication superior to

1 other methods. The class action will achieve economies of time, effort and expense as
2 compared with separate individual lawsuits on behalf of each Class Member, and will avoid
3 inconsistent outcomes because the same issues will be adjudicated in the same manner and at
4 the same time for the entire class.

5 **F. Public Policy Consideration**

6 57. Employers in the State of California violate employment and labor laws on a
7 daily basis. Employees are often intimidated and afraid to assert their rights out of fear that
8 they will be subjected direct or indirect retaliation by their employers. Former employees
9 (those who are no longer employed by a particular employer who had subjected them to
10 employment and labor law violations) are fearful of brining actions against their former
11 employers because they believe their former employers might damage their future endeavors
12 through negative references and/or other means. Class actions provide Class Members who
13 are not named in the complaint with vindication of their rights while also protecting their
14 privacy and shielding them from retaliation.

15 **FIRST CAUSE OF ACTION**
16 **Failure to Provide Meal Periods or Compensation in Lieu Thereof**
17 **(Labor Code §§ 226.7 and 1198; and the Wage Order)**
18 **(Plaintiffs and the Class Members against Defendants)**

19 58. Plaintiffs and the Class Members allege and incorporate by reference all of the
20 allegations contained in the preceding paragraphs as though fully set forth herein.

21 59. California Labor Code § 226.7 provides that no employer shall require an
22 employee to work during any meal period mandated by an applicable order of the Industrial
23 Welfare Commission. Labor Code § 226.7 further provides that if an employer fails to
24 provide an employee a meal period or rest period in accordance with an applicable order of the
25 Industrial Welfare Commission, the employer shall pay the employee one additional hour of
26 pay at the employee's regular rate of compensation for each workday that the meal or rest
27 period is not provided.

28 60. At all times relevant to this action, the Wage Order and California Labor Code §
1198 provided that an employer may not require, cause or permit an employee to work for a
period of more than five (5) hours per day without providing the employee with an

uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee.

61. Throughout the Class Period, Defendants and/or their authorized supervisors repeatedly failed to comply with the meal period requirements of the Labor Code and the Wage Order by failing to provide Plaintiffs and the Class Members with a thirty (30) minute uninterrupted duty-free meal period within five (5) hours of the beginning of their shift, in violation of Labor Code §§ 512, 226.7, and the Wage Order. Defendants also failed to compensate Plaintiffs and the Class Members one (1) hour of wages for any of the missed meal periods not provided by Defendants, as alleged above, which failure also violated Labor Code §§ 512 and 226.7 and the Wage Order.

62. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiffs and the Class Members are entitled to recover from Defendants one (1) additional hour of pay at their regular hourly rate of compensation for each meal period violation as alleged herein.

63. Defendants were at all times aware of the Labor Code and Wage Order requirements that they provide Plaintiffs and the Class Members with such meal periods and was aware that Plaintiffs and the Class Members regularly worked more than five (5) hours in a shift without receiving mandated meal periods. Thus, Defendants willfully violated the provisions of Labor Code §§ 226.7 and 512 and the Wage Order.

64. As a result of the unlawful conduct of Defendants, Plaintiffs and the Class Members have been deprived of wages and other compensation in amounts to be determined at trial, and are entitled to recovery of such amounts.

65. WHEREFORE, Plaintiffs and the Class Members request relief as herein prayed for.

SECOND CAUSE OF ACTION
Failure to Provide Rest Periods or Compensation in Lieu Thereof
(Labor Code §§ 226.7 and 1198; and The Wage Order)
(Plaintiffs and the Class Members against Defendants)

66. Plaintiffs and the Class Members allege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

1 67. California Labor Code § 226.7 provides that no employer shall require an
2 employee to work during any rest period mandated by an applicable order of the California
3 Industrial Welfare Commission. Labor Code Section 226.7 further provides that if an
4 employer fails to provide an employee a meal period or rest period in accordance with an
5 applicable order of the Industrial Welfare Commission, the employer shall pay the employee
6 one additional hour of pay at the employee's regular rate of compensation for each workday
7 that the meal or rest period is not provided.

8 68. The Wage Order and California Labor Code § 226.7 provides that every
9 employer shall provide and shall authorize and permit all employees to take rest periods,
10 which insofar as practicable shall be in the middle of each work period, and that the rest period
11 time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time
12 per four (4) hours or major fraction thereof, unless the total daily work time is less than three
13 and one-half hours.

14 69. Throughout the Class period, on days in which Plaintiffs and the Class Members
15 worked at least three and one half hours, Defendants regularly and repeatedly required
16 Plaintiffs and the Class Members to work four (4) hours and/or a major fraction thereof
17 without providing, authorizing or permitting at least one ten (10) minute rest period during
18 which Plaintiffs' and the Class Members were relieved of all duties (hereafter "rest period")
19 per each four (4) hour period, or a major fraction thereof, worked.

20 70. Throughout the Class Period, Defendants failed to pay Plaintiffs and the Class
21 Members a premium of one hour pay at their regular rate of pay for each rest period not
22 provided, authorized, and permitted as alleged herein, pursuant to Labor Code § 226.7.

23 71. Defendants were at all times aware of the Labor Code and Wage Order
24 requirements that they provide Plaintiffs and the Class Members with the rest periods
25 described above and were aware that Plaintiffs and the Class Members regularly worked more
26 than four (4) hours or major fraction thereof without receiving mandated rest periods.
27 Defendants therefore at all times willfully violated the provisions of Labor Code § 226.7 and
28 the Wage Order.

1 72. Pursuant to the Wage Order and California Labor Code § 226.7(b), Plaintiffs and
2 the Class Members are entitled to recover from Defendants one (1) additional hour of pay at
3 their regular hourly rate of compensation for each workday that a rest period was not provided.
4 As a result of the unlawful conduct of Defendant, Plaintiffs have been deprived of wages and
5 compensation in amounts to be determined at trial, and are entitled to recovery of such
6 amounts.

7 73. WHEREFORE, Plaintiffs and the Class Members request relief as herein prayed
8 for.

9 **THIRD CAUSE OF ACTION**
10 **Failure to Pay Hourly and Overtime Wages**
 (California Labor Code §§ 1194 and 1198; and The Wage Order)
 (Plaintiffs and the Class Members against Defendants)

11 74. Plaintiffs and the Class Members incorporate by reference all of the allegations
12 contained in the preceding paragraphs as though fully set forth herein.

13 75. Plaintiffs and the Class Members base this cause of action upon Defendants’
14 willful and intentional violations of the California Labor Code and Industrial Welfare
15 Commission requirements that Defendants pay Plaintiffs and the Class Members for all hours
16 worked, including the requirement to pay premium overtime wages to Plaintiffs and the Class
17 Members for overtime hours worked in a workday and/or in a workweek, and/or on the
18 seventh consecutive day in a workweek.

19 76. Pursuant to Labor Code § 204, as well as other applicable laws and regulations,
20 and public policy, an employer must timely pay its employees for all hours worked.

21 77. Labor Code § 1198 provides that “The maximum hours of work and the standard
22 conditions of labor fixed by the commission shall be the maximum hours of work and the
23 standard conditions of labor for employees. The employment of any employee for longer hours
24 than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

25 78. Labor Code § 1194 provides that “any employee receiving less than the legal
26 minimum wage or the legal overtime compensation applicable to the employee is entitled to
27 recover in a civil action the unpaid balance of the full amount of this minimum wage or
28 overtime compensation, including interest thereon, reasonable attorney's fees, and costs of

1 suit.”

2 79. Throughout the Class Period, Defendants knew or had reason to know that
3 Plaintiffs and the Class Members were regularly and consistently worked overtime without
4 being paid the appropriate premium overtime wage required by Labor Code §§ 1194 and 1198,
5 and the Wage Order.

6 80. Throughout the Class Period, Defendants' conduct as alleged herein amounted to
7 a uniform pattern of unlawful wage and hour practices which resulted from the
8 implementation of uniform policies and practices by which Defendants failed to accurately
9 record all hours worked by Plaintiffs and the Class Members thereby denying payment of
10 overtime premium wages to Plaintiffs and the Class Members for overtime hours worked.

11 81. In committing the violations of the California Labor Code as alleged herein,
12 Defendants engaged in an illegal attempt to avoid the payment of all earned wages and other
13 benefits in violation of the California Labor Code, the Industrial Welfare Commission
14 requirements and other applicable laws and regulations.

15 82. As a direct result of Defendants' unlawful wage practices as alleged herein,
16 Plaintiffs and the Class Members have been denied full compensation for all hours worked by
17 them, including but not limited to premium overtime wages for overtime hours.

18 83. The Labor Code and the Wage order set forth various exemptions by which
19 certain categories of employees are exempt from the protections of the overtime laws
20 contained in the Labor Code. At no time during Plaintiffs' employment did any of these
21 exemptions apply to Plaintiffs and the Class Members. Moreover, at no time were Plaintiffs
22 and the Class Members subject to a valid collective bargaining agreement that would preclude
23 the causes of action set forth in this complaint. Rather, Plaintiffs and the Class Members bring
24 this action because of Defendants' violations of non-waivable rights guaranteed to them by the
25 State of California.

26 84. As a direct consequence of Defendants' unlawful failure to pay Plaintiffs and the
27 Class Members the full and accurate amount of all earned wages at the appropriate rate for the
28 true number of hours they worked, Plaintiffs and the Class Members have suffered and will

1 continue to suffer economic injuries in an amount which is presently unknown to them and
2 which will be ascertained according to proof at trial.

3 85. In performing the acts and practices in violation of California labor laws as
4 herein alleged, Defendants have acted and continue to act intentionally, oppressively and
5 maliciously towards Plaintiffs and the Class Members, with a conscious disregard for their
6 legal rights and the consequences to them, and with the intent of depriving them of their
7 property and legal rights and otherwise causing them injury, in order to increase Defendants'
8 profits at the expense of Plaintiffs and the Class Members.

9 86. Plaintiffs and the Class Members request recovery of all unpaid wages, including
10 overtime premium wages, in an amount according to proof, interest on such amounts, statutory
11 costs, and the assessment of any and all statutory penalties against Defendants, all in the sums
12 as provided by the California Labor Code and/or other applicable statutes. In addition, to the
13 extent that overtime compensation is owed Plaintiffs and the Class Members whose
14 employment has been terminated, Defendants' conduct violates Labor Code §§ 201 and/or
15 202, entitling Plaintiffs and the Class Members to waiting time penalties under Labor Code §
16 203, which penalties are sought herein on behalf of Plaintiffs and the Class Members.

17 87. WHEREFORE, Plaintiffs and the Class Members request relief as herein prayed
18 for.

19 **FOURTH CAUSE OF ACTION**

20 **Failure to Comply with Itemized Employee Wage Statement Requirements**
21 **(California Labor Code §§ 226, 1174 and 1175; and The Wage Order)**
22 **(Plaintiffs and the Class Members against Defendants)**

23 88. Plaintiffs and the Class Members allege and incorporate by reference all of the
24 allegations contained in the preceding paragraphs, as though fully set forth herein.

25 89. Labor Code § 226(a) and the Wage Order require Defendants to itemize in wage
26 statements all deductions from payment of wages, to accurately report total hours worked, to
27 report the rate of pay for hours worked, and keep the records on file at the place of
28 employment or at a central location within the State of California. Defendants have
knowingly and intentionally failed to comply with Labor Code § 226(a) and the Wage Order
with respect to wage statements they have provided to Plaintiffs and the Class Members.

1 90. Labor Code § 1174 and the Wage Order requires Defendants to maintain and
2 preserve, at the place of employment or at a central location within the State of California,
3 among other items, accurate records showing the names and addresses of all employees
4 employed, payroll records accurately showing the hours worked daily and the wages paid to its
5 employees. Defendants have knowingly and intentionally failed to comply with these
6 requirements in violation of Labor Code §§ 1174 and 1175 and the Wage Order.

7 91. Labor Code § 226(a) and the Wage Order provide that every employer shall,
8 semimonthly or at the time of each payment of wages, furnish each of its employees an
9 accurate itemized statement in writing showing gross wages earned, total hours worked by the
10 employee, the number of piece rate units and the applicable rate, all deductions, net wages
11 earned, the inclusive dates of the period for which the employee is paid, the name of the
12 employee and the last four digits of the employee's social security number (or an employee
13 identification number), the name and address of the legal entity that is the employer and all
14 applicable hourly rates in effect during the pay period and the corresponding numbers of hours
15 worked at each hourly rate by the employee. Labor Code § 226(a) mandates that deductions
16 made from payments of wages shall be recorded in ink, properly dated and a copy of the
17 statement or a record of deductions be kept on file by the employer for at least three years.
18 Moreover, the Wage Order requires Defendants to maintain time records for each employee
19 showing, including but not limited to, an accurate report of the total hours worked by each
20 employee, when the employee begins and ends each work period, meal periods, and total daily
21 hours worked in itemized wage statements, and all deductions from payment of wages.

22 92. Throughout the Class Period, Defendants have regularly and consistently,
23 intentionally and willfully, failed to provide Plaintiffs and the Class Members with complete
24 and accurate wage statements.

25 93. The Wage Order provides that an employer must keep accurate information with
26 regard to each employee, which shall include time records showing when the employee begins
27 and ends each work period, total daily hours worked and total hours worked in the pay period
28 and the applicable rates of pay.

1 94. Throughout the Class Period, Defendants continually failed to keep accurate
2 records and information with regard to Plaintiffs and the Class Members as required by the
3 Wage Order. Defendants repeatedly provided Plaintiffs and the Class Members with wage
4 statements that, among other inaccuracies, failed to include complete and accurate information
5 on the following: (1) gross wages earned; (2) total hours worked; (3) all deductions from
6 wages; (4) net wages earned; (5) all applicable hourly rates in effect during the pay period and
7 the corresponding number of hours worked at each hourly rate; and (6) reimbursement for
8 work-related expenses.

9 95. As a result of Defendants' violation of Labor Code §§ 226(a), 1174 and 1175, as
10 well as the Wage Order, Plaintiffs and the Class Members have suffered injury and damage to
11 their statutorily-protected rights. These injuries and damages include, but are not limited to,
12 the denial of their legal right to receive and their protected interest in receiving accurate,
13 itemized wage statements under Labor Code § 226(a). Moreover, the inaccurate and
14 incomplete wage statements provided by Defendants deceived Plaintiffs and the Class
15 Members about the wages and other compensation to which they were entitled and deprived
16 them of such wages and compensation. As a further result of Defendants' failure to provide
17 Plaintiffs and the Class Members with accurate wage statements in accordance with Labor
18 Code § 226 and to keep accurate time records as required by the Wage Order, Plaintiffs and
19 the Class Members have suffered injuries and are entitled to penalties under Labor Code § 226
20 and Labor Code § 226.3 which states that any employer who violates § 226 shall be subject to
21 a civil penalty in the amount of \$250.00 per employee per violation in an initial citation. The
22 civil penalty provided for in this section is in addition to any other penalty provided by law, in
23 an amount to be proven at trial. The injuries suffered by Plaintiffs and the Class Members
24 include, but are not limited to, having been, and continuing to be, forced to conduct
25 investigations and perform mathematical computations in an attempt to reconstruct their time
26 records; the inability to reconstruct their time records; the inability to discern the amount of
27 wages they were paid and/or the applicable wage rate; the inability to determine the number of
28 hours, including but not limited to, overtime hours they worked; the inability to determine the

1 number of rest periods and meal periods they were forced to forego; the inability to determine
2 whether they were compensated for all meal and rest periods of which they had been deprived;
3 the inability to determine whether they were paid all wages due for work they performed; the
4 inability to determine the amount of wages owing and unpaid; having been, and continuing to
5 be, forced to hire attorneys and initiate a lawsuit in order to ascertain the aforementioned
6 information.

7 96. Plaintiffs and the Class Members are further entitled to recover from Defendants
8 the greater of their actual damages caused by Defendants' failure to comply with Labor Code
9 § 226(a), or an aggregate penalty not exceeding \$4,000.00.

10 97. Plaintiffs and the Class Members are also entitled to injunctive relief to ensure
11 compliance with this section, pursuant to Labor Code § 226(g).

12 98. Pursuant to Labor Code § 226(e), each employee suffering injury as a result of a
13 knowing and intentional failure by an employer to comply with Labor Code § 226(a) is
14 entitled to recover the greater of all actual damages or \$50.00 for the initial pay period in
15 which a violation occurs and \$100.00 per employee for each violation in a subsequent pay
16 period, not exceeding an aggregate penalty of \$4,000.00, and is entitled to an award of costs
17 and reasonable attorneys' fees.

18 99. Moreover, an employee is entitled under the Labor Code § 226(g) to injunctive
19 relief to ensure compliance with Labor Code § 226 and is entitled to an award of costs and
20 reasonable attorneys' fees.

21 100. WHEREFORE, Plaintiffs and the Class Members request relief as herein prayed
22 for.

23 **FIFTH CAUSE OF ACTION**
24 **Failure to Pay All Wages Upon Termination**
(California Labor Code §§ 201, 202 and 203; and The Wage Order)
25 **(Plaintiffs and the Class Members against Defendants)**

26 101. Plaintiffs and the Class Members incorporate by reference all of the allegations
27 contained in the preceding paragraphs as though fully set forth herein.

28 102. Labor Code § 203 provides that if an employer willfully fails to pay wages owed
in accordance with Labor Code §§ 201 and 202, then the wages of the employee shall continue

1 as a penalty from the due date, and at the same rate until paid, but the wages shall not continue
2 for more than thirty (30) days.

3 103. Labor Code § 201 provides if an employer discharges an employee, the wages
4 earned and unpaid at the time of discharge are due and payable immediately.

5 104. Labor Code § 202 provides that an employee is entitled to receive all unpaid
6 wages no later than 72 hours after an employee quits his or her employment, unless the
7 employee has given 72 hours previous notice of his or her intention to quit, in which case the
8 employee is entitled to his or her wages at the time of quitting.

9 105. Defendants willfully failed to pay Plaintiffs and the Class Members all their
10 wages due, as alleged hereinabove and hereinafter, upon the termination of their employment
11 within the times prescribed by Labor Code §§201 and 202 and are therefore subject to a
12 waiting time penalty. Plaintiffs and the Class Members are entitled to recover from
13 Defendants the statutory penalty for each day they were not paid at their regular hourly rate of
14 pay, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

15 106. WHEREFORE, Plaintiffs and the Class Members request relief as herein prayed
16 for.

17 **SIXTH CAUSE OF ACTION**
18 **Violation of Labor Code § 2802**
(Plaintiffs and the Class Members against Defendants)

19 107. Plaintiffs and the Class Members incorporate by reference all of the allegations
20 contained in the preceding paragraphs as though fully set forth herein.

21 108. Pursuant to Labor Code § 2802 an employer shall indemnify his or her employee
22 for all necessary expenditures or losses incurred by the employee in direct consequence of the
23 employee's discharge of his or her duties.

24 109. At all times herein alleged, Defendants regularly and consistently violated Labor
25 Code § 2802 by failing to reimburse Plaintiffs and the Class Members for expenses incurred in
26 the performance of their duties, including expenses associated with the use of Plaintiffs's and
27 the Class Members' personal phones for mandatory work-related phone calls.

28 110. Plaintiffs and the Class Members were required to retain attorneys to bring this

1 action and are entitled to an award of reasonable attorneys' fees pursuant to Labor Code §
2 2802(c).

3 **SEVENTH CAUSE OF ACTION**
4 **California Labor Code Private Attorneys General Act of 2004**
5 **(California Labor Code § 2698)**
6 **(Plaintiff Campana and the Aggrieved Employees against Defendant VISTA)**

7 111. Plaintiff Campana alleges and incorporates by reference all of the allegations
8 contained in the preceding paragraphs as though fully set forth herein.

9 112. California Labor Code §§ 2698, et seq. ("PAGA") permits Plaintiff to recover
10 civil penalties for the violation(s) of the Labor Code Sections enumerated in Labor Code
11 Section 2699.5.

12 113. Plaintiff Campana is an "aggrieved employee" pursuant to Labor Code § 2699,
13 as Plaintiff has suffered violations including, but not limited to, Labor Code §§ 201, 202, 203,
14 204, 207, 208, 209, 216, 218, 218.5, 218.6, 223, 225.5, 226, 226.7, 233, 510, 512, 558, 1174,
15 1194, 1197, 1197.1, 1198, 1199, 2698 et seq 2699(f) and (g), 2800, 2802, and the Wage Order.

16 114. Pursuant to PAGA, and in particular California Labor Code §§ 2699(a), 2699.3,
17 and 2699.5, Plaintiff Campana, acting in the public interest as a private attorney general, seeks
18 assessment and collection of civil penalties for Plaintiff Campana and the employees, and the
19 State of California against Defendants on behalf of himself and the employees.

20 115. WHEREFORE, Plaintiff Campana requests relief as hereinafter prayed for.

21 **EIGHTH CAUSE OF ACTION**
22 **Unfair Business Practices**
23 **(California Business and Professions Code §§ 17200 et seq. and Common Law)**
24 **(Plaintiffs and the Class Members against Defendants)**

25 116. Plaintiffs and the Class Members hereby incorporate each of the preceding
26 paragraphs of this Complaint as if fully alleged herein.

27 117. Plaintiffs and the Class Members suffered direct injury as a result of the
28 Defendants' conduct, as alleged in the preceding paragraphs, and bring this action under Code
of Civil Procedure § 382. The deprivation by Defendants of Plaintiffs and the Class Members
of wages due and lawful meal and rest periods, and Defendants' provision of inaccurate wage
statements, are unlawful business practices within the meaning of Business and Professionals
Code § 17200, et seq. including, but not limited to, a violation of the Wage Order, regulations,

1 and statutes, and further, whether or not in violation of the aforementioned Wage Order,
2 regulation and statutes, amount to practices which are otherwise unfair.

3 118. Under Business and Professions Code § 17200, et seq., including, but not limited
4 to §§ 17201, 17203, and 17208, Plaintiffs assert standing on behalf of themselves and on the
5 behalf of each of the members of the class alleged herein. Plaintiffs and the Class Members
6 seek, among others, restitution of compensation due during the Class Period.

7 119. Throughout the Class Period, Defendants have committed violations of law, as
8 described herein, including, but not limited to: violation of Labor Code §§ 204, 216, 218, 221,
9 226.7, 510, 512(a), 1194, 1198, 2802 and the Wage Order.

10 120. These unlawful and unfair business practices defeat the public interest purposes
11 of the State's labor laws, as set forth in the sections of the California Labor Code, the
12 California Code of Regulation and the Wage Order referenced elsewhere in this complaint, all
13 of which promote compliance with labor laws and employment regulations by participants in
14 Defendants' industry.

15 121. Defendants' unfair and unlawful business practices thus have violated the
16 sections of the Labor Code, California Code of Regulation and the Wage Order referenced in
17 this complaint and have imposed harm on their employees and their competitors and will
18 continue to do so until abated. As a result of these unfair and unlawful business practices,
19 Defendants have retained monies belonging to Plaintiffs and the Class Members and they have
20 been unjustly enriched at Plaintiffs' and the Class Members' expense. Plaintiffs and the Class
21 Members are entitled to restitution of the wages and monies withheld and retained by
22 Defendants during the Class Period and a preliminary and permanent injunction requiring
23 Defendants to pay all wages and sums due to Plaintiffs and the Class Members, to provide
24 mandatory rest and meal periods, and to provide accurate and complete wage statements.

25 122. As a direct and proximate result of Defendants' conduct, Plaintiffs and the Class
26 Members have suffered injury and loss of money.

27 123. This action will result in the enforcement of an important right affecting the
28 public interest. The conduct of Defendants as alleged herein has been and continues to be

1 unfair, unlawful and harmful to Plaintiffs and the Class Members, and the general public.
2 Accordingly, under Code of Civil Procedure § 1021.5, Plaintiffs and the Class Members are
3 entitled to an award of reasonable attorneys' fees according to proof.

4 124. WHEREFORE, Plaintiffs and the Class Members request relief as hereinafter
5 prayed for.

6 **NINTH CAUSE OF ACTION**
7 **Discrimination on the Basis of Disability**
8 **(Government Code § 12940(A))**
9 **(Plaintiff Campana against VISTA)**

10 125. Plaintiff Campana alleges and incorporates by reference all of the allegations
11 contained in the preceding paragraphs as though fully set forth herein.

12 126. The FEHA codified in Government Code §§ 12900 et seq., makes it unlawful for
13 an employer to discriminate against an employee on the basis of the employee's disability.

14 127. Government Code Section 12926.1(b) also protects employees from disability
15 discrimination due to conditions that are perceived as a disability or potentially disabling.

16 128. Plaintiff Campana was a qualified individual with a disability. Plaintiff Campana
17 was also regarded as or treated by VISTA as being disabled and/or having a physical condition
18 that made achievement of a major life activity difficult.

19 129. Plaintiff Campana is informed and believes and based thereon alleges that his
20 disability/disabling condition was a motivating factor in VISTA's decision to terminate his
21 employment in violation of Government Code § 12940(a).

22 130. As a proximate result of VISTA's actions, Plaintiff Campana has suffered and
23 continues to suffer substantial losses in earnings, employment benefits and medical expenses
24 all to his damage in an amount to be proven at trial.

25 131. As a further proximate result of VISTA's actions against Plaintiff Campana,
26 Plaintiff Campana has suffered and will continue to suffer emotional pain, humiliation, mental
27 anguish, decline in the enjoyment of life, all to his damage in an amount to be proven at trial.

28 132. VISTA's conduct as described above was willful, knowing and intentional and
done with reckless indifference to those statutorily protected rights of Plaintiff Campana;

1 accordingly, Plaintiff Campana seeks an award of punitive and exemplary damages in an
2 amount according to proof.

3 133. VISTA's actions against Plaintiff Campana have also caused and will continue
4 to cause Plaintiff Campana harm in that Plaintiff Campana has or will incur attorney's fees and
5 costs of suit, including expert witness fees, which will be claimed in an amount to be proven
6 following trial.

7 **TENTH CAUSE OF ACTION**
8 **Failure to Accommodate**
9 **(Government Code § 12940)**
10 **(Plaintiff Campana against VISTA)**

11 134. Plaintiff Campana alleges and incorporates by reference all of the allegations
12 contained in the preceding paragraphs as though fully set forth herein.

13 135. California Government Code Section 12940(m) requires an employer to make
14 reasonable accommodations for physical and/or mental disabilities of an employee. An
15 employer who perceives an employee as disabled must provide reasonable accommodation,
16 even if the employee is not actually disabled. *Gelfo v. Lockheed Martin Corp.*, 140 Cal. App.
17 4th 34, 55-60 (2006) (holding that "an employer must reasonably accommodate an applicant or
18 employee whom it regards as disabled").

19 136. As a proximate result of VISTA's failure to accommodate Plaintiff Campana, he
20 has suffered and continues to suffer compensatory damages, including without limitation, lost
21 wages, loss of future earnings and earning capacity, loss of bonuses and deferred
22 compensation, emotional distress, mental anguish, embarrassment, humiliation, and loss of
23 future advancement, in the amount of at least \$25,000.00, according to proof at the time of
24 trial, which is in excess of the jurisdictional minimum for this lawsuit to qualify as an
25 unlimited civil action. Plaintiff Campana claims such amounts as damages, together with
26 prejudgment interest accruing from the date of the filing of this action pursuant to California
27 Civil Code Sections 3281 and/or 3288, and/or any other provision of law providing for
28 prejudgment interest.

137. As a proximate result of VISTA's failure to accommodate Plaintiff Campana,

1 he has been forced to hire attorneys to prosecute the claims alleged herein, and has incurred
2 and is expected to continue to incur attorneys' fees. Pursuant to California Government Code
3 Section 12965(b), Plaintiff Campana requests the award of attorneys' fees against VISTA.

4 138. VISTA committed the acts alleged herein maliciously, fraudulently, and
5 oppressively, callously, in bad faith, with the wrongful intent of injuring Plaintiff Campana,
6 and in conscious disregard of Plaintiff Campana's rights and safety. As such, Plaintiff
7 Campana is entitled to an award of punitive damages in an amount according to proof.

8 **ELEVENTH CAUSE OF ACTION**
9 **Retaliation in Violation of the FEHA**
(Government Code § 12940m)
(Plaintiff Campana against VISTA)

10 139. Plaintiff Campana alleges and incorporates by reference all of the allegations
11 contained in the preceding paragraphs as though fully set forth herein.

12 140. California Government Code § 12940(m) prohibits employers from retaliating
13 against an employee for requesting accommodation for his or her physical or mental disability,
14 regardless of whether the request was granted.

15 141. VISTA is liable under section 12940(m) by retaliating against Plaintiff Campana
16 for requesting disability accommodations and subsequently terminating his employment.

17 142. As a proximate result of VISTA's retaliation against Plaintiff Campana, he has
18 suffered and continues to suffer compensatory damages, including without limitation, lost
19 wages, loss of future earnings and earning capacity, loss of bonuses, emotional distress, mental
20 anguish, embarrassment, humiliation, loss of future advancement, and damage to his
21 reputation in the business community, in the amount of at least \$25,000.00, according to proof
22 at the time of trial, which is in excess of the jurisdictional minimum for this lawsuit to qualify
23 as an unlimited civil action. Plaintiff Campana claims such amounts as damages, together
24 with prejudgment interest accruing from the date of the filing of this action pursuant to
25 California Civil Code §§ 3281 and/or 3288, and/or any other provision of law providing for
26 prejudgment interest.

27 143. As a proximate result of VISTA's retaliation against Plaintiff Campana, he has
28 been forced to hire attorneys to prosecute the claims alleged herein, and has incurred and is

1 expected to continue to incur attorneys' fees. Pursuant to California Government Code §
2 12965(b), Plaintiff Campana requests the award of attorneys' fees against defendants.

3 144. VISTA committed the acts alleged herein maliciously, fraudulently, and
4 oppressively, callously, in bad faith, with the wrongful intent of injuring Plaintiff Campana,
5 and in conscious disregard of Plaintiff Campana's rights and safety. As such, Plaintiff
6 Campana is entitled to an award of punitive damages from VISTA in an amount according to
7 proof.

8 **TWELFTH CAUSE OF ACTION**
9 **Failure to Engage in Good Faith Interactive Process in Violation of the FEHA**
10 **(Plaintiff Campana against VISTA)**

11 145. Plaintiff Campana alleges and incorporates by reference all of the allegations
12 contained in the preceding paragraphs as though fully set forth herein.

13 146. California Government Code Sections 12926.1(e) and 12940(n) provide that it is
14 unlawful for an employer to fail to engage in a timely, good faith interactive process with an
15 employee to determine effective reasonable accommodations.

16 147. VISTA failed to engage in an adequate good faith interactive process with
17 Plaintiff Campana, and failed to explore other potential options and accommodations for
18 Plaintiff Campana such as job restructuring, modification of job duties, and/or modification of
19 assignments.

20 148. As a proximate result of VISTA's' failure to engage in the interactive process,
21 Plaintiff Campana has suffered and continues to suffer compensatory damages, including
22 without limitation, lost wages, loss of future earnings and earning capacity, loss of bonuses
23 and deferred compensation, loss of retirement or pension benefits, emotional distress, mental
24 anguish, embarrassment, humiliation, and loss of future advancement, in the amount of at least
25 \$25,000.00, according to proof at the time of trial, which is in excess of the jurisdictional
26 minimum for this lawsuit to qualify as an unlimited civil action. Plaintiff Campana claims
27 such amounts as damages, together with prejudgment interest accruing from the date of the
28 filing of this action pursuant to California Civil Code §§ 3281 and/or 3288, and/or any other
provision of law providing for prejudgment interest.

1 149. As a proximate result of VISTA's failure to engage in the interactive process,
2 Plaintiff Campana has been forced to hire attorneys to prosecute the claims alleged herein, and
3 has incurred and is expected to continue to incur attorneys' fees. Pursuant to California
4 Government Code Section 12965(b), Plaintiff Campana requests the award of attorneys' fees
5 against VISTA.

6 **THIRTEENTH CAUSE OF ACTION**
7 **Wrongful Termination in Violation of Public Policy**
8 **(Plaintiff Campana against VISTA)**

9 150. Plaintiff Campana alleges and incorporates by reference all of the allegations
10 contained in the preceding paragraphs as though fully set forth herein.

11 151. At all times mentioned herein, the State of California has had a substantial and
12 fundamental public policy as reflected in the FEHA. This statute requires VISTA to refrain
13 from discriminating and retaliating against employees because of their disability and/or
14 perceived disability and/or because they have engaged in any protected activity.

15 152. Nevertheless, VISTA violated these public policies by terminating Plaintiff
16 Campana because of his disability, and because he engaged in protected activity by exercising
17 his rights under the FEHA.

18 153. As a proximate result of VISTA's wrongful termination of Plaintiff Campana, he
19 has suffered and continues to suffer compensatory damages, including without limitation,
20 severe emotional distress, lost wages, benefits, and compensation, and loss of future earnings
21 and earning capacity in the amount of at least \$25,000.00, according to proof at the time of
22 trial, which is in excess of the jurisdictional minimum for this lawsuit to qualify as an
23 unlimited civil action. Plaintiff Campana claims such amounts as damages, together with
24 prejudgment interest accruing from the date of the filing of this action pursuant to California
25 Civil Code sections 3281 and/or 3288, and/or any other provision of law providing for
26 prejudgment interest.

27 154. VISTA committed the acts alleged herein maliciously, fraudulently, and
28 oppressively, callously, in bad faith, with the wrongful intent of injuring Plaintiff Campana,
and in conscious disregard of Plaintiff Campana's rights and safety. As such, Plaintiff

Campana is entitled to an award of punitive damages from the Defendants in an amount according to proof.

FOURTEENTH CAUSE OF ACTION
Intentional Infliction of Emotional Distress
(Plaintiff Campana against VISTA and MALDONADO)

155. Plaintiff Campana alleges and incorporates by reference all of the allegations contained in the preceding paragraphs as though fully set forth herein.

156. When VISTA and MALDONADO committed the acts described above, they did so deliberately and intentionally to cause Plaintiff Campana to suffer humiliation, mental anguish, and emotional distress. VISTA and MALDONADO were aware that their unlawful acts would cause Plaintiff Campana to suffer extreme emotional distress and other consequential damages.

157. The above-said acts of VISTA and MALDONADO constituted intentional infliction of emotional distress against Plaintiff Campana and such conduct of VISTA and MALDONADO were a substantial or determining factor in causing damage and injury to Plaintiff Campana.

158. As a result of VISTA and MALDONADO's intentional infliction of emotional distress, Plaintiff Campana has suffered and continues to suffer substantial loss and damages, including, loss of salary, future advancement, bonuses, benefits, embarrassment, humiliation, and mental anguish in an amount to be determined at trial.

159. VISTA and MALDONADO committed said intentional infliction of emotional distress alleged herein against Plaintiff Campana, maliciously, fraudulently, and oppressively with the wrongful intent of injuring Plaintiff Campana for an improper and evil motive which constitutes a malicious and conscious disregard of Plaintiff Campana's rights. Plaintiff Campana is thereby entitled to punitive damages from VISTA and MALDONADO in an amount to be determined at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, on behalf of themselves and on behalf of the Class Members prays as follows:

1. For an order certifying this action as a class action and proposed Class;

2. For an order appointing Plaintiffs as the representative of all the Class Members;
3. For an order appointing counsel for Plaintiffs as Class Counsel.
4. As to the First and Second Cause of Action, for unpaid premium wages and penalties pursuant to Labor Code §§ 210, 226.7, 512, 1198 and the Wage Order;
5. As to the Third Cause of Action, for unpaid wages, including minimum and overtime wages, damages and/or penalties pursuant to Labor Code §§ 510, 558, 1194, 1197, 1197.1, and 1198, and the Wage Order;
6. As to the Fourth Cause of Action, for damages and/or penalties, attorneys' fees and costs pursuant to Labor Code § 226(e) and the Wage Order;
7. As to the Fifth Cause of Action, for failing to pay all wages upon termination pursuant to Labor Code §§ 201, 202, and 203;
8. As to the Sixth Cause of Action, for damages and/or penalties pursuant to Labor Code §§ 2800, 2802, and the Wage Order;
9. As to the Seventh Cause of Action, for civil penalties and attorneys' fees pursuant to Labor Code § 2698 et seq., and Labor Code § 226.3;
10. As to the Eighth Cause of Action, for restitution of unpaid wages and penalties pursuant to Business and Professions Code § 17200 et seq.;
11. As to the Ninth, Tenth, Eleventh, Twelfth, Thirteenth, and Fourteenth Causes of Action, for special and general damages, back pay, front pay, exemplary and punitive damages, prejudgment interest, and attorneys' fees pursuant to Government Code § 12965(b);
12. As to All Causes of Action, for prejudgment interest from the day such amounts were due and payable.
13. As to All Causes of Action, for attorneys' fees and costs provided by Labor Code §§ 218.5, 226, 1194 and Code of Civil Procedure § 1021.5; and
14. For such other and further relief as the Court may deem equitable and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff Campana hereby demands trial of his individual claims by jury to the extent

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

authorized by law.

Dated: April 21, 2025

FITZPATRICK & SWANSTON
DIVERSITY LAW GROUP, P.C.

By: /s/ B. James Fitzpatrick
B. James Fitzpatrick
Larry W. Lee
Attorneys for Plaintiffs,
SIMON EDEZA CAMPANA
MAGDALENA ADAME QUEZADA, and
MARIA ISABEL PEREZ GOMEZ

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

(Code of Civil Procedure Sections 1013a, 2015.5)

STATE OF CALIFORNIA]
]ss.
COUNTY OF LOS ANGELES]

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 515 S. Figueroa Street, Suite 1250, Los Angeles, California 90071.

On April 21, 2025, I served the following document(s) described as: **STIPULATION 1) FOR LEAVE TO FILE FOURTH AMENDED COMPLAINT; 2) DISMISS CERTAIN DEFENDANTS WITHOUT PREJUDICE; AND 3) EXTEND DEADLINE TO SERVE DEFENDANTS; [PROPOSED]ORDER** on the interested parties in this action as follows:

James D. Miller Ogletree, Deakins, Nash, Smoak & Stewart, P.C. 7060 N. Marks Avenue, Suite 108 Fresno, California 93711	<i>Attorneys for Defendant Vista Verde Labor, Inc.</i> james.miller@ogletree.com ryan.porte@ogletreedeakins.com taylor.ealand@ogletreedeakins.com fresnoeservice@ogletree.com
Justin Lo WORK LAWYERS, PC 22939 Hawthorne Blvd, Suite 202 Torrance, CA 90505	<i>Attorneys for Plaintiffs Pablo Ortiz Garcia and Carina Merino Ramirez</i> justin@caworklawyer.com Jarrod Nakano jarrod@caworklawyer.com Andrews Rodriguez andrews@caworklawyer.com
B. James Fitzpatrick Alison L. Baker FITZPATRICK & SWANSTON 555 South Main Street Salinas, CA 93901	<i>Attorneys for Plaintiffs Simon Edeza Campana, Magdalena Adame Quezada, and Maria Isabel Perez Gomez</i> bjfitzpatrick@fandslegal.com abaker@fandslegal.com

 X BY ELECTRONIC SERVICE: Based on a court order I caused the above-entitled document(s) to be served through the Odyssey eFileCA E-Filing System at the website www.california.tylerhost.net, addressed to all parties appearing on the electronic service list for the above-entitled case. The service transmission was reported as complete and a copy of the

1 filing receipt/confirmation will be filed, deposited, or maintained with the original document(s)
2 in this office.

3 I declare under penalty of perjury under the laws of the State of California that the above
4 is true and correct. Executed on April 21, 2025, at Los Angeles, California.

5 
6 Erika Mejia