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CALIFORNIA SUPERIOR COURT

IN AND FOR THE COUNTY OF KERN—BAKERSFIELD DIVISION

CARLOS ANGULO-SANCHEZ, an individual, on
behalf of himself, the state, and other aggrieved
employees,

Plaintiff,

vs.

TORRES FARM LABOR CONTRACTOR, INC.,
a California Corporation; GRIMMWAY
ENTERPRISES, INC., a Delaware Corporation;
and DOES 1-20, inclusive,

Defendants.

Case No.: BCV-21-102656

FIRST AMENDED

~~CORRECTED~~ COMPLAINT FOR:

1. Failure to Pay for all Hours Worked, in Violation of the Wage Orders and Labor Code sections 223, 1194;
2. Failure to Pay Overtime, in Violation of Labor Code § 510 and Wage Orders;
3. Meal Period Violations, Wage Orders and Labor Code §§ 226.7, 512;
4. Rest Period Violations, Wage Orders and Labor Code § 226.7;
5. Wage Statement Violations, Labor Code § 226;
6. Waiting Time Penalties under Labor Code § 203;
7. Reimbursement of Expenses pursuant to Labor Code section 2802 and the Wage Orders;
8. Violation of Unfair Competition Law, Business & Professions Code §§ 17200, *et seq.*; and
9. Civil Penalties pursuant to Private Attorneys General Act ("PAGA"), Labor Code §§ 2699, *et seq.*

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

1. Carlos Angulo-Sanchez (“Plaintiff” or Plaintiffs”) brings this action for wages, penalties and injunctive relief against Torres Farm Labor Contractor, Inc., Grimmway Enterprises, Inc., and Does 1 through 20 (collectively “Defendants”). The allegations in this complaint are based on Plaintiff’s personal knowledge and on information and belief. The allegations made on information and belief are supported by evidence or are likely to be supported by evidence obtained through discovery.

2. Plaintiff brings this action individually to collect wages, interest thereon, statutory penalties, attorney’s fees and cost of suit, pursuant to the Labor Code and Wage Orders.

3. Plaintiff also brings this action on behalf of the state and other aggrieved employees to enforce the state’s labor laws and collect civil penalties, pursuant to the Private Attorneys General Act (“PAGA”), California Labor Code section 2699, *et seq.* Plaintiff Carlos Angulo-Sanchez is an “aggrieved employee” within the meaning of Labor Code section 2699 who has complied with the administrative requirements of Section 2699.3 by giving notice to the employer and the Labor & Workforce Development Agency (LWDA) of the facts and theories supporting the alleged Labor Code and Wage Order violations alleged in this complaint. Having complied with the notice requirements set forth in Labor Code section 2699.3, Plaintiff is authorized to act as a proxy of the state to enforce the Labor Code and Wage Orders and to collect penalties payable to the state and workforce. Plaintiff hereby asserts a claim for civil penalties pursuant to PAGA on behalf of himself, the State of California, and aggrieved employees (the “PAGA Pool”).

4. At all times relevant to this action, Defendants have engaged in systematic wage theft, maintaining policies and practices that violate the rights of Plaintiffs and other aggrieved employees. Defendants have (a) failed to compensate Plaintiffs and other aggrieved employees for all hours worked; (b) failed pay all overtime wages owed; (c) failed to provide timely, complete and off-duty meal periods, or otherwise pay premium wages in lieu thereof; (d) failed to authorize and permit rest periods in compliance with the Wage Orders or otherwise pay premium wages in lieu thereof; (e) failed to pay all wages owed upon termination of the employment relationship; (f) failed to provide itemized statements stating accurately, among other things, total hours worked, gross and net wages

1 earned, all applicable hourly rates and corresponding hours, the street address of the employer,
2 available paid sick leave, and all premium wages earned; (g) failed to comply with record keeping
3 requirements of California law; and (h) failed to reimburse necessary work expenses.

4 5. Defendants' acts and omissions violate the Labor Code and Wage Orders and constitute
5 predicate unlawful and unfair business practices in violation of California's Unfair Competition Law
6 ("UCL"), Business & Professions Code sections 17200, *et seq.* Defendants' violations of the
7 California Labor Code are unlawful acts which have afforded Defendants an unfair competitive
8 advantage. Plaintiff is entitled to all remedies provided under the UCL, including restitution and
9 injunctive, declaratory and/or other equitable relief for a period of four years from the filing of the
10 original complaint through the date of this action's final disposition.

11 6. Plaintiff, all aggrieved employees, and the state are entitled to recover civil penalties
12 pursuant to PAGA.

13 7. Plaintiffs also seek reasonable attorneys' fees and costs pursuant to, *inter alia*, Labor
14 Code sections 2699, 226(e) & (h), 1194(a), 2802(c) and Code of Civil Procedure section 1021.5.

15 8. At all times relevant to this action, Defendants' conduct has been willful and in
16 reckless disregard of the rights of Plaintiff and other aggrieved employees. Defendants have been on
17 notice of the alleged illegalities but have deliberately continued to exploit its workforce by enforcing
18 and maintaining the illegal practices described herein. This action is brought not only to recover
19 rightfully earned wages but also to enforce the state's laws, restore ill-gotten gains and deter
20 Defendants from their illegal conduct. Plaintiffs therefore seek all remedies available under the UCL.

21 **II. THE PARTIES**

22 9. Carlos Angulo-Sanchez is a California resident who was employed by Defendants for
23 approximately 15 years until the late Spring/early Summer of 2021. At all relevant times, Angulo-
24 Sanchez has been a non-exempt, hourly employee of Defendants. During his employment, Plaintiff
25 worked on Grimmway farms located in various regions of California, including San Joaquin Valley,
26 Imperial Valley, Coachella Valley, and Cummings Valley. Defendants failed to pay Angulo-Sanchez
27 for all hours worked and failed to pay him all overtime wages owed. Defendants' failure to pay for all
28 hours worked and to pay overtime premiums violates the California Wage Orders and Labor Code.

1 Defendants also violated Carlos Angulo-Sanchez's right to lawful rest breaks and meal periods, and
2 denied him premium pay in lieu of rest breaks and meal periods. Defendants failed to provide Plaintiff
3 with timely, uninterrupted, off-duty meal periods that were free of the employer's control, and when he
4 was denied lawful meal periods, Plaintiff was denied premium wages. Defendants did not obtain valid
5 and voluntary meal period waivers or on-duty meal period agreements. To the extent any purported
6 on-duty meal periods were obtained, they are invalid, as the nature of the work did not prevent
7 Defendants from relieving Angulo-Sanchez of all duty for timely and complete meal periods.
8 Defendants also failed to authorize and permit Carlos Angulo-Sanchez to take off-duty rest periods of
9 at least 10 minutes at the rate of one rest period for shifts greater than 3.5 hours, two rest periods for
10 shifts greater than six hours and up to 10 hours, and three shifts for shifts greater than 10 hours and so
11 on. Further, Plaintiff was provided inaccurate itemized wage statements that failed to state accurately
12 the gross and net wages owed, applicable rates of pay and corresponding hours worked, total hours,
13 available sick leave, the employer's address, and other statutory items. When Plaintiff's employment
14 ended, Defendants failed to pay all wages owed timely. Plaintiff at all relevant times was subject to
15 the protections of California's labor laws, including, but not limited to, the terms and conditions of
16 employment prescribed by the Industrial Welfare Commission's Wage Orders. Plaintiff has suffered
17 injury in fact and lost money or property as a result of the conduct described in this complaint. He is an
18 aggrieved employee within the meaning of Labor Code section 2699. Pursuant to Labor Code section
19 2699.3, Angulo-Sanchez has given notice of the alleged violations and the facts and theories
20 supporting them. The 65-day period for the LWDA to investigate has expired and Plaintiff may now
21 act as a proxy of the state to pursue the PAGA cause of action on behalf of himself, the state, and other
22 aggrieved employees.

23 10. On information and belief, Torres Farm Labor Contractor, Inc. ("Torres FLC") is a
24 California corporation that, at all times relevant, has employed Plaintiff and other aggrieved employees
25 and supplied labor to Defendant Grimmway Enterprises, Inc. within the meaning of Labor Code
26 section 2810.3.

27 11. On information and belief, Grimmway Enterprises, Inc. ("Grimmway") is a Delaware
28 corporation with principal business offices in Arvin California. Grimmway describes itself as a

1 producer and grower of vegetables and claims on its website to be the largest producer of carrots in the
2 world. According to its website, Grimmway has farming operations in the San Joaquin Valley,
3 Imperial Valley, Coachella Valley, and Cummings Valley. Grimmway is alleged to be liable as a joint
4 employer, client employer within the meaning of Labor Code section 2810.3, or person who violated
5 or caused the violations of the Labor Code and Wage Orders pursuant to Labor Code sections 558 and
6 1197.1.

7 12. At all times relevant to this action, Defendants' offending conduct has been willful and
8 in reckless disregard of the rights of Plaintiff and other aggrieved employees. Defendants knew or
9 were on notice of the alleged illegalities but deliberately chose to ignore them.

10 13. The true names and capacities, whether individual, corporate, associates, or otherwise
11 of Defendants sued as Does 1-20, inclusive, are currently unknown to Plaintiff, who therefore sues
12 such Defendants by fictitious names as permitted by Code of Civil Procedure section 474. Plaintiff is
13 informed and believes that each Doe Defendant is legally responsible in some manner for the unlawful
14 acts referred to herein. Plaintiff will seek leave of court to amend this complaint to reflect the true
15 names and capacities of the Defendants designated as Does when such identities become known.

16 14. At all times mentioned herein, the Defendants named as Does 1-20, inclusive, and each
17 of them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a
18 significant number of the Plaintiff and other aggrieved employees in the State of California.

19 15. Plaintiffs are informed and believe and thereon allege that at all relevant times each
20 Defendant, directly or indirectly, or through agents or other persons, employed Plaintiff and the other
21 aggrieved employees, and exercised control over their wages, hours, and working conditions, and/or
22 suffered or permitted Plaintiffs and aggrieved employees to work.

23 **III. JURISDICTION & VENUE**

24 16. This Court has jurisdiction over the claims of Plaintiffs and aggrieved employees under
25 the California Labor Code and the Unfair Competition Law, California Business & Professions Code
26 sections 17200, *et seq.*

27 17. Venue is proper in the Superior Court of the County of Kern because Plaintiff and other
28 similarly situated individuals have been harmed by Defendants' violations of the Labor Code in Kern

County, and because Defendants reside in Kern County.

IV. FACTUAL ALLEGATIONS

18. At all times relevant to this action, Defendants maintained unlawful employment, labor and compensation policies and practices that affected Plaintiffs and, on information and belief, other aggrieved employees.

19. Defendants failed to pay Plaintiffs and, on information and belief, other aggrieved employees for all hours worked in violation of the state's minimum wage provisions, overtime provisions, and Wage Orders.

20. Defendants failed to relieve employees of all duty for timely and complete meal periods. Despite failure to provide off-duty and timely meal periods, and failure to provide a second meal period for shifts greater than 10 hours, Defendants failed to pay meal period premiums. Plaintiffs and, on information and belief, other aggrieved employees were denied meal period premiums for meal periods that were denied, were not off-duty, were less than 30 minutes, or that were untimely (provided after the fifth hour of work).

21. Plaintiffs and, on information and belief, other aggrieved employees were denied off duty rest breaks of at least net 10 minutes of rest time at the required rate of one break for shifts greater than 2.5 hours up to 6 hours; two breaks for shifts greater than 6 hours and up to 10 hours; three breaks for shifts greater than 10 hours and up to 14 hours; and so on. Plaintiffs and, on information and belief, aggrieved employees were denied rest premiums for denied, short or untimely rest breaks.

22. Defendants failed to maintain accurate payroll records required by Labor Code section 1174.

23. Defendants failed to provide Plaintiffs and, on information and belief, other aggrieved employees, accurate itemized wage statements within the meaning of the Wage Orders and Labor Code section 226 that contain accurate information required by those provisions.

24. Plaintiffs and, on information and belief, other aggrieved employees were entitled to receive all wages owed to them weekly, semi-monthly, or bi-weekly during their employment. Nevertheless, Plaintiffs and, on information and belief, other aggrieved employees were denied

1 payment of all wages, including wages at the agreed upon rate, minimum wages, overtime wages, and
2 meal and rest period premiums periodically as required under Labor Code sections 204 and 204b.

3 25. Plaintiff and, on information and belief, other aggrieved employees were entitled to
4 receive all wages owed to them timely upon separation of employment pursuant to Labor Code
5 sections 201 and 202. Defendants failed to pay all wages owed, including wages at the minimum,
6 agreed upon, or overtime rates, as well as rest and meal period premiums, timely upon separation of
7 employment, entitling them to penalties under Labor Code section 203.

8 26. Plaintiff and, on information and belief, other aggrieved employees were required to
9 incur expenses necessary to carry out their duties and were not reimbursed for these expenses, in
10 violation of Labor Code section 2802.

11 **V. CAUSES OF ACTION**

12 **FIRST CAUSE OF ACTION**

13 Failure to Pay Wages for All Hours Worked
14 (Violation of Wage Orders and Labor Code sections 204, 204b, 223, 510, 1194, 1198)
15 Plaintiff for Himself Against all Defendants

16 1. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

17 2. At all relevant times, Defendants have been subject to Labor Code and Wage Order
18 provisions requiring compliance with the minimum wage and requiring compensation for all “hours
19 worked.”

20 3. Plaintiff and, on information and belief, other aggrieved employees, were required or
21 suffered or permitted to perform labor without compensation. Defendants failed to compensate
22 Plaintiff and, on information and belief, other aggrieved employees, for all hours worked, in violation
23 of the applicable Wage Orders, the minimum wage laws, and Labor Code sections 204, 204b, 223 and
24 1194.

25 4. Defendants’ violation of the minimum wage entitles Plaintiff to recover liquidated
26 damages pursuant to Labor Code section 1194.2.

27 5. The violations for failure to lawfully compensate all minimum wages serves as a
28 predicate violation under PAGA.

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THIRD CAUSE OF ACTION

Failure to Provide Meal Periods or Premium Wages in Lieu Thereof
(Violation of Wage Orders and Labor Code sections 226.7 and 512)

Plaintiff on Behalf of Himself Against all Defendants

15. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

16. California Labor Code section 512 and the Wage Orders prohibit employers from employing workers for a work period of more than five hours per day without providing the employee with a meal period of at least 30 minutes, or for a work period of more than 10 hours without a second meal period of at least 30 minutes. California law requires the meal periods to be off duty, without interruption, and the first meal period of the day must occur within five hours from the start of the shift.

17. California Labor Code section 226.7 prohibits any employer from requiring any employee to work during any meal period mandated by the applicable Wage Orders, and states that an employer that fails to provide an employee with a required meal period in compliance with Section 512 and the Wage Orders shall pay that employee one additional hour of pay at the employee's regular rate of compensation (i.e., a meal period premium) for each work day that the employer does not provide a compliant meal period.

18. The applicable Wage Orders echo the provisions of Sections 226.7 and 512 of the Labor Code governing meal periods. For example, Wage Order 5(11), provides as follows:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. In the case of employees covered by a valid collective bargaining agreement, the parties to the collective bargaining agreement may agree to a meal period that commences after no more than six (6) hours of work. (B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

(B) An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no

more than 12 hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

(C) Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. An “on duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(D) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

(E) In all places of employment where employees are required to eat on the premises, a suitable place for that purpose shall be designated.

19. At all times relevant to this action, Defendants violated the provisions of the Labor Code and Wage Orders regulating meal periods by failing to comply with the requirement of providing to Plaintiffs and, on information and belief, other aggrieved employees, a timely net-thirty (30) minute meal period within the first five hours of work that was completely off duty, or a second such meal period for shifts in excess of 10 hours per day. Plaintiffs and, on information and belief, other aggrieved employees did not waive meal periods, and Plaintiffs are informed and believe and thereon allege that valid meal period waivers were not in place or were not voluntarily consented to.

20. Plaintiff is informed and believes and thereon alleges that Defendants did not obtain valid on-duty meal period agreements. The nature of the work did not prevent employees from being relieved of all duty.

21. Defendants are liable for meal period premiums pursuant to Labor Code section 226.7.

22. Defendants’ violation of the meal period provisions of the Labor Code and Wage Orders serve predicates for PAGA liability.

23. Wherefore, Plaintiff seeks unpaid wages and interest in amounts to be proven at trial.

FOURTH CAUSE OF ACTION

**Failure to Provide Rest Periods or Premium Wages in Lieu Thereof
(Violation of Wage Orders and Labor Code section 226.7)**

Plaintiff on Behalf of Himself Against all Defendants

24. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

25. In addition, California Labor Code section 226.7 prohibits any employer from requiring an employee to work during any rest period mandated by the applicable Wage Orders. For example, Wage Order 5(12) provides as follows:

(A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages.

(B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

26. At all times relevant to this action, Defendants failed to authorize and permit rest periods to Plaintiffs and, on information and belief, other aggrieved employees with of at least 10 minutes of time completely off duty at a rate of one rest period for shifts greater than 2.5 hours up to six hours, two rest breaks for shifts greater than six hours up to 10 hours, and three rest breaks for shifts greater than 10 hours up to 14 hours, and so on.

27. Defendants are liable for rest period premiums pursuant to Labor Code section 226.7.

28. Defendants' violation of the rest break provisions of the Labor Code and Wage Orders serve predicates for PAGA liability.

29. Wherefore, Plaintiffs seek unpaid wages and interest in amounts to be proven at trial.

FIFTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements
(Violation of Labor Code sections 226 and the Wage Orders)

Plaintiff on Behalf of Himself Against all Defendants

30. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

31. California Labor Code section 226(a) provides, in relevant part, that every employer

1 must furnish each employee with an itemized wage statement that accurately shows the following:

2 (1) gross wages earned, (2) total hours worked by the employee, except as
3 provided in subdivision (j), (3) the number of piece-rate units earned and any
4 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
5 deductions, provided that all deductions made on written orders of the employee
6 may be aggregated and shown as one item, (5) net wages earned, (6) the
7 inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and only the last four digits of his or her social security number or an
9 employee identification number other than a social security number, (8) the
name and address of the legal entity that is the employer and, if the employer is
a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
and address of the legal entity that secured the services of the employer, and (9)
all applicable hourly rates in effect during the pay period and the corresponding
number of hours worked at each hourly rate by the employee....

10 32. At all times relevant to this action, Defendants have failed to provide accurate itemized
11 wage statements, in violation of Labor Code section 226. Plaintiffs and, on information and belief,
12 other aggrieved employees were given wage statements that failed to list the gross and net wages
13 earned, total hours worked, all applicable rates of pay and corresponding number of hours at each rate
14 of pay.

15 33. Defendants' failure to comply with the requirements of Labor Code section 226 and
16 provide accurate wage statements was knowing and intentional within the meaning of that provision.
17 Plaintiff is deemed to have suffered injury pursuant to Labor Code section 226(e).

18 34. Pursuant to Labor Code section 226(e), Plaintiff is entitled to recover the greater of all
19 actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one
20 hundred dollars (\$100) for each violation in a subsequent pay period, not to exceed an aggregate
21 penalty of four thousand dollars (\$4,000).

22 35. Defendants' violation of Labor Code section 226 serves as a predicate violation for
23 PAGA.

24 36. Wherefore, Plaintiff seeks damages, penalties, attorney's fees and cost of suit in
25 amounts to be proven at trial.
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SIXTH CUASE OF ACTION

Willful Failure to Pay All Wages Owed Timely Upon Discharge or Resignation
(Violation of Labor Code sections 201 and 202)
Plaintiff for Himself Against all Defendants

37. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

38. California Labor Code sections 201 and 202 require immediate payment of all unpaid wages at the time an employee is discharged or resigns from employment.

39. Defendants have willfully failed to pay all wages owed to Plaintiffs and, on information and belief, aggrieved employees timely upon the termination of their employment relationship with Defendants, including wages for all hours worked, overtime wages, meal and rest period premium wages. For Defendants' willful failure to pay all wages timely, Plaintiffs' and other aggrieved employees' wages continue from the due date for up to 30 days at this daily rate, pursuant to Labor Code section 203.

40. Defendants' violation of Labor Code section 203 serves as a predicate violation for PAGA.

41. Wherefore, Plaintiff seeks waiting time penalties in amounts to be proven at trial.

SEVENTH CAUSE OF ACTION

Failure to Reimburse Necessary Business Expenses
(Violation of Labor Code Section 2802)
Plaintiff on Behalf of Himself Against all Defendants

42. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

43. Defendants are required to indemnify employees for reasonable expenses incurred in the discharge of their duties, pursuant to Labor Code section 2802.

44. Plaintiff incurred expenses that were not reimbursed. Plaintiff is informed and believes that other aggrieved employees similarly incurred business expenses that were not reimbursed.

45. The failure to reimburse expenses serves as a predicate violation for PAGA.

46. Wherefore, Plaintiff seeks reimbursement of expenses in amounts to be proven at trial, plus attorney's fees and costs.

EIGHTH CAUSE OF ACTION

California Unfair Competition Law
(Violation of Business & Professions Code sections 17200, *et seq.*)

Plaintiff on Behalf of Himself Against all Defendants

47. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

48. Business and Professions Code section 17200 defines “unfair competition” to include any unlawful business practice.

49. California Business and Professions Code § 17203 allows a person who has lost money or property as a result of unfair competition to bring an action to recover money or property that may have been acquired from similarly situated persons by means of unfair competition.

50. Defendants unlawful and unfair business practices resulted in the following violations of California Labor Code and Wage Order provisions:

- Failure to compensate for all hours worked;
- Failure to pay all minimum wage;
- Failure to pay all overtime wages;
- Failure to pay rest period premiums;
- Failure to pay meal period premiums;
- Failure to pay all wages owed timely upon termination of the employment relationship;

51. On information and belief, at all times relevant to this action, Plaintiff has lost, and Defendants have either acquired, or may have acquired, money or property in the form of earned unpaid wages for all hours worked, unpaid overtime wages, unpaid meal period and rest break premium wages, from Plaintiff by means of unfair, unlawful competition.

52. Pursuant to Business and Professions Code section 17203, Plaintiff seeks restitution of all these moneys and property, that Defendants either acquired, and/or may have acquired, from Plaintiffs by means of unfair competition in amounts subject to proof at trial. Plaintiff also seeks declaratory relief under the UCL.

53. Defendants, by the acts or omissions alleged of herein, have injured and are injuring the interests of the general public in that other employers who exercise honest compliance with applicable

1 wage and hour laws, including the laws violated by Defendants, are at an unfair competitive
2 disadvantage as a result of Defendants' conduct.

3 54. Wherefore, Plaintiff seeks restitution of wages and the economic value of benefits
4 unlawfully denied to him in amounts subject to proof.

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6 **NINTH CAUSE OF ACTION**

California Private Attorneys General Act

7 (Civil Penalties Pursuant to Labor Code section 2699, *et seq.*)

8 Plaintiff for Himself, Aggrieved Employees, and the State of California, Against Defendants

9 55. Plaintiffs re-allege and incorporate the above allegations above as if fully stated herein.

10 56. Plaintiffs are aggrieved employees as defined in California Labor Code section 2699(a).
11 They bring this cause of action on behalf the State of California with respect to the labor law violations
12 they and other aggrieved employees experienced during the relevant time-period, as alleged in this
13 complaint.

14 57. As described in this complaint, Defendants violated the California Labor Code by
15 failing to compensate for all hours worked, failing to pay overtime premiums, failing to provide meal
16 periods or pay premium wages in lieu thereof, failing to provide rest breaks or pay premium wages in
17 lieu thereof, failing to provide accurate itemized wage statements, failing to timely pay final wages at
18 resignation or termination, and failing to maintain accurate payroll record. As a consequence,
19 Defendants have violated the rights of Plaintiffs and, on information and belief, the rights of other
20 aggrieved employees who worked for Defendants as non-exempt employees.

21 58. PAGA permits an individual to recover civil penalties on behalf of himself and other
22 aggrieved employees for violations of the Labor Code. Cal. Labor Code section 2699(a).

23 59. Plaintiff Carlos Angulo-Sanchez has complied with the administrative requirements of
24 PAGA set forth in Labor Code section 2699.3. Plaintiff gave written notice to the employer and the
25 LWDA of the facts and theories supporting the alleged violations of the Labor Code and Wage Orders.
26 This notice was mailed by certified mail with return receipt requested. More than 65 days have passed
27 since notice was sent and Plaintiff is now entitled to bring this claim as a matter of right.
28

1 60. Defendants are liable for PAGA penalties for the Wage Order and Labor Code
2 violations described in this complaint. Plaintiffs alleges that Defendants violated: sections 201-202,
3 256 and 1197.1 subjecting Defendants to liability for waiting time penalties based on willful (section
4 203) failure to pay all wages owed timely upon separation from employment; sections 200, 204, 204b,
5 and 210 by failing to pay all wages owed weekly, semi-monthly or when due; sections 221, 223, 225.5
6 for secretly paying less than the statutory or agreed upon rates; sections 226 and 226.3 for providing
7 inaccurate wage statements; sections 510, 511, 558 and 1198 for failing to pay overtime premiums;
8 sections 226.7, 512 and the Wage Orders for failing to comply with the rest and meal period provisions
9 of California law or pay additional wages in lieu thereof; sections 1194, 1194.2 and 1197.1 for failing
10 to pay for all hours worked in violation of the minimum wage; sections 1174 and 1174.5 for failing to
11 maintain required payroll records. In addition, Defendants violated provisions of the California
12 Industrial Welfare Commission Wage Orders, including provisions governing payment for all hours
13 worked, provisions governing the minimum wage, provisions requiring payment of overtime
14 premiums, provision mandating rest and meal breaks or additional wages in lieu thereof, and
15 provisions requiring accurate record-keeping.

16 61. With respect to record-keeping, California Labor Code section 1174(d) requires
17 employers to keep “payroll records showing the hours worked daily by and the wages paid to” all
18 employees. Section 1174 requires employers to keep such records for at least three years. Labor Code
19 section 1776 similarly requires employers that are contractors or subcontractors to maintain payroll
20 records.

21 62. In addition, the applicable Wage Order(s) require employers to keep accurate time
22 records showing when each employee begins and ends each work period and meal period, as well as
23 total hours worked in the payroll period and applicable rates of pay.

24 63. Defendants have failed to maintain accurate records required by the Wage Order(s) and
25 Labor Code, subjecting it to civil penalties under PAGA, including pursuant to Labor Code sections
26 1174.5.

64. Defendants are liable for civil penalties for their failure to compensate for all hours worked, pursuant to Labor Code sections 200, 204, 204b, 210, 223, 510, 511, 558, 1194, 1194.2, 1197, 1197.1, 1198, and 2698 *et seq.*

65. Defendants are liable for civil penalties for failing to pay overtime pursuant to Labor Code sections 510, 558, and 2698 *et seq.*

66. Defendants are liable for failing to provide accurate wage statements, giving rise to liability for Civil Penalties pursuant to Labor Code sections 226, 226.3, and 2698 *et seq.*

67. Defendants are liable for civil penalties pursuant to California Labor Code sections 203, 256, 1197.1 and 2698 *et seq.* for failing to pay all wages owed timely upon separation from employment, in violation of Labor Code sections 201 and 202.

68. PAGA permits an individual to recover civil penalties on behalf of himself, the state and other aggrieved employees for violations of the Labor Code. Cal. Labor Code section 2699(a).

69. Pursuant to Labor Code sections 558 and 1197.1, any person who violates or causes a violation of applicable provisions of the Labor Code or Wage Orders is liable for Civil Penalties.

70. Wherefore, Plaintiff seeks civil penalties for himself, aggrieved employees, and the state, plus attorney's fees, costs and interest.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For an order awarding compensatory damages for all wages earned but not paid, and all overtime wages earned and not paid, in the amount to be proven at trial, pursuant to Labor Code sections 200, *et seq.*, 223, 510, 511, 1194, 1197, 1198;

2. For pre-judgment interest of 10 percent on the unpaid wages and overtime compensation owed to Plaintiffs under Labor Code section 218.6;

3. For unpaid overtime under Labor Code section 1194;

4. For unpaid minimum wages under Labor Code section 1194;

5. For liquidated damages under Labor Code section 1194.2;

6. For an award of attorney's fees pursuant to Labor Code section 1194;

- 1 7. For rest and meal period premiums pursuant to Labor Code section 226.7;
- 2 8. For “waiting time” penalties to Plaintiffs under California Labor Code section 203;
- 3 9. For damages or penalties, attorneys’ fees and costs for violation of Labor Code section
- 4 226 for failing to provide accurate itemized wage statements;
- 5 10. For earned but unpaid wages as equitable relief under the UCL for a period that extends
- 6 the statute of limitations or recovery period for wages to four years;
- 7 11. For declaratory judgment that the actions, conduct, and practices of Defendants
- 8 complained of herein constitute unfair business practices under the UCL;
- 9 12. For reasonable attorney’s fees and costs, including expert witness fees, pursuant to
- 10 Code of Civil Procedure section 1021.5 and other provisions of the California Labor Code;
- 11 13. For interest to the extent permitted by law;
- 12 14. For costs and expenses of this action;
- 13 15. For an award of civil penalties payable to Plaintiff and other aggrieved employees
- 14 (PAGA Pool) under PAGA for each violation of the Labor Code and Wage Order described in this
- 15 complaint, including but not limited to penalties under Labor Code sections 210, 226.3, 225.5, 256,
- 16 558, 1174.5, 1197.1, 2699(a), 2699(f), and other provisions described in this complaint; and
- 17 16. For such other and further relief as the Court deems just and proper.

18 **DEMAND FOR JURY TRIAL**

19 Plaintiffs demand a trial by jury on claims so triable.

20

21 Dated: November 16, 2021

ADVOCATES FOR WORKER RIGHTS LLP



24 Marco A. Palau
Attorneys for Plaintiff