

FILED
8/18/2025 10:54 PM
Clerk of the Napa Superior Court
By: Maria Morales, Deputy

1 THE WHEELER LAW FIRM, APC
2 Scott Ernest Wheeler (SBN 187998)
3 250 West First Street, Suite 216
4 Claremont, California 91711
5 Telephone: (909) 621-4988
6 Facsimile: (909) 621-4622
7 Email: sew@scottwheelerlawoffice.com

8 GUZMÁN & TOKAR LLP
9 MARCIA GUZMÁN, ESQ. (SBN 298859)
10 VICTORIA TOKAR, ESQ. (SBN 304308)
11 440 North Barranca Avenue, Suite 1354
12 Covina, California 91723
13 Direct: (213) 347-4529
14 Facsimile: (213) 342-6329
15 Email: service@guzmanandtokar.com

16 *Attorneys for Plaintiff and the Putative Class*

17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
NAPA VALLEY

DOMINGO URIBE GONZALEZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

v.

COLINAS FARMING COMPANY, a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

CASE NO.:

CLASS ACTION COMPLAINT

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Breaks
3. Failure to Provide Required Recovery Periods
4. Failure to Pay Overtime Wages
5. Failure to Pay Minimum Wages
6. Failure to Pay Timely Wages
7. Failure to Maintain Required Records
8. Failure to Furnish Accurate Itemized Statements
9. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties
10. Unfair and Unlawful Business Practices

REPRESENTATIVE ACTION

11. Penalties Under the Labor Code Private Attorneys General Act

DEMAND FOR JURY TRIAL

INTRODUCTION

Domingo Uribe Gonzalez, on behalf of himself and all others similarly situated (“Plaintiff”), brings this class action against Colinas Farming Company (“Colinas”) and DOES 1 through 10, inclusive, (collectively, “Defendant”), to recover monetary damages, injunctive relief, and other remedies, and to hold Defendant accountable for its wage theft and other violations of California wage and hour laws. Plaintiff makes the following allegations based on the investigation of his counsel and on information and belief, except as to allegations pertaining to Plaintiff individually, which is based on his personal knowledge.

1. On information and belief, Defendant earns significant profits in large part due to stealing wages and other compensation from its non-exempt employees, who perform hard manual labor in the fields owned and operated and/or maintained by Defendant. Many of these employees are agricultural workers, whom speak little to no English, and who are unaware of their rights under California wage and hour laws. As such, they are highly susceptible to such exploitation.

2. In order to minimize labor costs, Defendant has willfully failed to implement proper policies to comply with California wage and hour laws. For instance, Defendant does not inform its employees of their rights to take meal, rest, or recovery periods as required under California law. As a result, and due in part to other common unlawful policies and practices, Plaintiff and non-exempt, hourly employees have been systematically denied the ability to take the meal, rest, and recovery periods that they are legally entitled to take.

3. Defendant similarly does not provide information of other rights provided under California law, including the right to be paid minimum and overtime wages, or the right to be reimbursed for employment-related expenses. Plaintiff and hourly, non-exempt employees were systematically denied proper overtime and minimum wage compensation and did not receive reimbursements for the expenses they incurred in the discharge of their job duties.

4. Moreover, Defendant does not provide documents to which non-exempt employees are legally entitled under Cal. Lab. Code §§ 226 and 1198.5, within the timeframes proscribed by these statutes and regulations. The intent and consequence of Defendant’s actions is to keep non-exempt employees in the dark about their rights to a fair and safe workplace.

5. Plaintiff seeks declaratory, compensatory and other statutorily available relief for himself and a Class of all current and former non-exempt employees of Defendant during the applicable limitations period to compensate these workers for the wages Defendant has stolen from them and to protect current and future workers from being subjected to similar wage theft and unlawful working conditions perpetrated by Defendant.

JURISDICTION AND VENUE

6. The Superior Court of the State of California has jurisdiction in this matter because Plaintiff is a resident of California, and Defendant Colinas Farming Company is a California corporation that is qualified to do business in California and regularly conduct business in California. No federal question is at issue because Plaintiff's claims are based solely on California law.

7. Venue is proper in this judicial district and the Napa Valley County because Plaintiff, and other persons similarly situated, performed work for Defendant in the Napa Valley County, Defendant runs its business through its corporate headquarters that is located in Napa, a city located within the Napa Valley County, and Defendant's illegal wage and hour policies and practices, which are the subject of this action were applied to Plaintiff, and other persons similarly situated, in Napa Valley County.

PLAINTIFF

8. During the relevant time period, Plaintiff was employed by Defendant as a non-exempt employee. Plaintiff worked on a farm as assigned by Defendant, located in the County of Napa Valley, California. Plaintiff was employed from August 14, 1989, through July 31, 2024. Plaintiff's duties and responsibilities included but were not limited to, farm operations, operating a tractor, cultivation, thinning and canopy management at vineyards managed by Defendant.

9. Plaintiff, on behalf of himself and all other similarly situated current and former hourly, non-exempt employees of Defendant in the State of California at any time during the four (4) years preceding the filing of this action, and continuing while this action is pending, brings this class action to recover, among other things, wages and penalties from unpaid wages earned and due, including but not limited to, unpaid minimum wages, unpaid and illegally calculated overtime

1 compensation, failure to provide legally compliant meal, rest, and recovery periods and failure to
2 provide proper compensation for missed and otherwise unlawful meal, rest, and recovery periods,
3 failure to maintain required records, failure to provide accurate itemized wage statements, failure
4 to indemnify non-exempt employees for necessary expenditures and/or losses incurred in
5 discharging their duties, interest, attorneys' fees, costs, and expenses.

6 **DEFENDANT**

7 10. Plaintiff is informed and believes, and thereon alleges, that Defendant, Colinas
8 Farming Company is, and at all times relevant hereto was, a corporation organized and existing
9 under the laws of the State of California. At all relevant times herein, Defendant Colinas Farming
10 Company has been authorized to conduct business in the State of California and do conduct
11 business in the State of California.

12 11. Plaintiff is informed and believes, and thereon alleges, that Defendant Colinas
13 Farming Company is a vineyard management company that manages vineyards in Napa Valley
14 and surrounding communities. Colinas Farming Company controls, among other things, the
15 working conditions, hours, and wages of Plaintiff and other non-exempt employees, and it directly
16 benefits from their work.

17 12. At all relevant times herein, Plaintiff and non-exempt employees were employed by
18 Defendant under employment agreements that were partly written, partly oral, and partly implied.
19 In perpetrating the acts and omissions alleged herein, Defendant, and each of them, acted pursuant
20 to, and in furtherance of, their policies and practices of not paying Plaintiff and Class members all
21 wages earned and due, through methods and schemes which include, but are not limited to:
22 willfully failing to pay overtime and minimum wages; failing to authorize and permit meal, rest,
23 and recovery periods, and failing to provide the required compensation for missed and non-
24 compliant meal, rest, and recovery periods; failing to properly maintain records; failing to provide
25 accurate, itemized statements for each pay period; and failing to properly compensate Plaintiff and
26 Class members for necessary expenditures incurred in the discharge of their job duties, in violation
27 of the California Labor Code and the applicable IWC Wage Order.
28

1 13. Plaintiff is informed and believes, and thereon alleges, that each and every one of
2 the acts and omissions alleged herein were performed by, and/or attributable to, all potential
3 defendants, Defendant, each acting as agents and/or employees, and/or under the direction and
4 control of, each of the other Defendant, and that said acts and failures to act were within the course
5 and scope of said agency, employment and/or direction and control.

6 14. The true names and capacities of DOES 1 through 10, inclusive, are unknown to
7 Plaintiff at this time, and Plaintiff therefore sues such DOE Defendants under fictitious names.
8 Plaintiff is informed and believes, and thereon alleges, that each Defendant designated as a DOE is
9 in some manner highly responsible for the occurrences alleged herein, and that Plaintiff and Class
10 members' injuries and damages, as alleged herein, were proximately caused by the conduct of
11 such DOE Defendants. Plaintiff will seek leave of the Court to amend this Complaint to allege the
12 true names and capacities of such DOE Defendants when ascertained.

13 15. As a direct and proximate result of the unlawful actions of Defendant, Plaintiff and
14 Class members have suffered, and continue to suffer, from loss of earnings in amounts as yet
15 unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

16 **CLASS ACTION ALLEGATIONS**

17 16. Pursuant to Cal. Code of Civ. P. § 382, Plaintiff brings this action on behalf of
18 himself and the following similarly situated Class of individuals ("Class members"):

19 All non-exempt employees who have performed work for Defendant in the state of
20 California at any time during the relevant statute of limitations period.

21 17. Plaintiff reserves the right to name additional Class representatives and/or to
22 identify sub-classes and sub-class representatives as may be necessary and appropriate.

23 18. This action is appropriately suited for a class action because:

24 A. The proposed Class is a significant number. Plaintiff is informed and
25 believes that the proposed Class consists of at least 50 current and former non-exempt employees.
26 Joinder of all current and former non-exempt employees individually would be impractical.

27 B. This action involves common questions of law and fact to the proposed
28 Class because the action focuses on the Defendant's systematic course of illegal payroll practices

1 and policies, which was applied to all non-exempt employees in violation of the California Labor
2 Code, IWC Wage Orders, and the California Business and Professions Code, which prohibits
3 unfair business practices arising from such violations.

4 C. Plaintiff's claims are typical of the proposed Class because Defendant
5 subjected all of their on-exempt employees to the similar and overlapping violations of the
6 California Labor Code, the applicable IWC wage order, and the California Business and
7 Professions Code.

8 D. Plaintiff is able to fairly and adequately protect the interests of all members
9 of the proposed Class because it is in her best interests to prosecute the claims alleged herein to
10 obtain full compensation due to the proposed Class for all services rendered and hours worked.
11 Plaintiff has retained counsel that is experienced in wage and hour class action litigation.

12 **FIRST CAUSE OF ACTION**

13 **Failure to Provide Required Meal Periods**

14 **[Cal. Lab. Code §§ 226.7, 512; § 11 of IWC Wage Orders]**

15 **(On Behalf of Plaintiff and the Class Against all Defendants)**

16 19. Plaintiff incorporates herein by specific reference, as though fully set forth, the
17 allegations in paragraphs 1 through 18 (A – D).

18 20. During the Class period, as part of Defendant's illegal payroll policies and practices
19 to deprive their non-exempt employees all wages earned and due, Defendant required, permitted
20 or otherwise suffered Plaintiff and Class members to work through their meal periods and to
21 completely skip their meal periods, and have failed to otherwise provide the required meal periods
22 to Plaintiff and Class members pursuant to Cal. Lab. Code § 226.7, 512, and § 11 of IWC Wage
23 Order Nos. 8, 13, 14, and any other applicable IWC Wage Order.

24 21. Among other things, Defendant did not have a legally compliant written meal
25 period policy and did not properly notify Plaintiff and Class members of their rights under
26 California law to take full, timely, uninterrupted meal periods, and thus, Plaintiff and Class
27 members were left in the dark as to when or for how long they could take their meal periods. For
28 instance, Defendant did not provide employees, like Plaintiff, with an employee handbook, or any

1 other document that adequately informed them of their rights to take meal periods. In addition,
2 Defendant did not post the required wage and hour posters, including but not limited to the
3 appropriate IWC Wage Order poster, at the workplace, did not provide adequate training regarding
4 their legal obligations to provide meal periods, and did not implement an adequate schedule
5 regarding meal periods for non-exempt employees. These common policies and practices have
6 caused systematic violations of Cal. Lab. Code §§ 226.7 and 512, and § 11 of IWC Wage Order
7 Nos. 8, 13, 14, and any other applicable IWC Wage Order.

8 22. To the extent Defendant had any meal period policy, Defendant's policy was to
9 actively discourage such meal periods. Defendant fostered a culture in which taking a meal period
10 came second to completing an unreasonable amount of work within the scheduled shift.
11 Defendant consistently denied Plaintiff and Class members compliant meal periods by requiring
12 them to complete so much work within their shifts that they would be forced to skip their meal
13 periods, to take them after working longer than five (5) hours, to perform work during their meal
14 periods, or return to work after taking less than a thirty (30) minute meal period. Further, Plaintiff
15 and Class members always needed to get permission from their supervisor in order to take their
16 meal periods, and these requests were frequently denied and/or delayed.

17 23. Moreover, Plaintiff and Class members regularly work shifts well in excess of ten
18 hours yet they were never permitted the opportunity take second meal periods during these shifts.
19 Plaintiff and Class members would regularly work shifts of over 12 hours.

20 24. In addition, Plaintiff and Class members never agreed to work "on-duty" meal
21 periods yet they were also not allowed to leave the farms and/or fields during their meal periods,
22 resulting in a systemic violation of California meal period laws.

23 25. Defendant has also violated Cal. Lab. Code §§ 226.7 and 512, § 11 of the
24 applicable IWC Wage Order, and the California Unfair Competition Law, Cal. Bus. & Prof. Code
25 §§ 17200 *et. seq.*, by failing to compensate Plaintiff and Class Members who were not authorized
26 and permitted to take a timely, uninterrupted meal period, in accordance with the applicable wage
27 order, one additional hour of compensation at the proper regular rate of pay for each workday that
28 such a meal period was not authorized or permitted.

26. Defendant further violated Cal. Lab. Code §§ 226.7, 510, 1194, 1197 by failing to compensate Plaintiff and Class Members for all hours worked during their meal periods.

27. As a proximate result of the aforementioned violations, Plaintiff and Class members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

SECOND CAUSE OF ACTION

Failure to Provide Required Rest Breaks

[Cal. Lab. Code §§ 226.7, 512; § 12 of the IWC Wage Orders]

(On Behalf of Plaintiff and the Class Against all Defendants)

28. Plaintiff incorporates herein by specific reference, as though fully set forth, the allegations in paragraphs 1 through 27.

29. At all times relevant herein, as part of Defendant's illegal payroll policies and practices to deprive their non-exempt employees of all wages earned and due, Defendant failed to permit Plaintiff and Class members to take rest breaks as required under Cal. Lab. Code §§ 226.7 and 512, and § 12 of IWC Wage Order Nos. 8, 13, 14, and any other applicable IWC Wage Order.

30. Defendant failed to implement policies or procedures to provide rest breaks, and Plaintiff and Class members did not take rest breaks when they were entitled to because they were not informed of their rights to do so under California law. As alleged herein, Defendant did not have a legally compliant rest break policy and they did not provide employees, like Plaintiff, with an employee handbook or any other document that adequately informed them of their rights to take rest breaks. In addition, Defendant did not post the required wage and hour posters, including but not limited to the appropriate IWC Wage Order poster, at the workplace, did not provide adequate training regarding their legal obligations to provide rest breaks, and did not implement an adequate schedule regarding rest breaks for non-exempt employees. These common policies and practices have caused systematic violations of Cal. Lab. Code §§ 226.7 and 512, and § 12 of IWC Wage Order Nos. 8, 13, 14, and any other applicable IWC Wage Order.

31. To the extent Defendant maintained any type of rest break policy, Defendant's policy was to actively discourage Plaintiff and Class members from taking their rest breaks by,

1 among other things, giving them unreasonable amounts of work that had to be completed within
2 their shift such that rest breaks simply could not be taken. Defendant fostered a culture in which
3 taking a rest break came second to completing all of one's job duties within the scheduled shift

4 32. Further, Plaintiff and Class members always needed to get permission from their
5 supervisor in order to take their rest breaks, and these requests were frequently denied. Plaintiff
6 and Class members were never informed of their rights to take third rest breaks, as a matter of
7 course, even though they regularly worked shifts well in excess of ten hours, and sometimes up to
8 14 hours. Consequently, Plaintiff and Class members were systematically deprived of their right
9 to take second rest breaks (during shifts of ten hours or longer) or third rest breaks (during shifts
10 of 12 hours or longer).

11 33. Defendant further violated Cal. Lab. Code § 226.7, § 12 of IWC Wage Order Nos.
12 8, 13, 14, and any other applicable IWC Wage Order, and the California Unfair Competition Law,
13 Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class Members who were
14 not provided with a rest break, in accordance with the applicable wage order, one additional hour
15 of compensation at the proper regular rate of pay for each workday that a rest break was not
16 provided.

17 34. As a proximate result of the aforementioned violations, Plaintiff and Class
18 members have been damaged in an amount according to proof at trial, and seek all wages earned
19 and due, interest, penalties, expenses, and costs of suit.

20 **THIRD CAUSE OF ACTION**

21 **Failure to Provide Required Recovery Periods**

22 **[Cal. Lab. Code § 226.7; California Code of Regulations, Title 8, Section 3395]**

23 **(On Behalf of Plaintiff and the Class Against all Defendants)**

24 35. Plaintiff incorporates herein by specific reference, as though fully set forth, the
25 allegations in paragraphs 1 through 34.

26 36. At all times relevant herein, as part of Defendant's illegal payroll policies and
27 practices to deprive their non-exempt employees of all wages earned and due, Defendant failed to
28 permit Plaintiff and Class members to take recovery periods as required under Cal. Lab. Code §

1 226.7 and California Code of Regulations, Title 8, Section 3395. Defendant was and is required to
2 provide recovery or “cooldown” periods to non-exempt employees like Plaintiff and his
3 coworkers, who work outdoors performing manual labor, in order to prevent heat illness.

4 37. Plaintiff and Class members work outdoors, performing intense manual labor fields
5 as assigned by Defendant. This work is performed over the course of many hours in temperatures
6 exceeding 86 degrees Fahrenheit, and often up to 100 degrees Fahrenheit. Despite these work
7 conditions, Defendant has failed to implement any policy or practice of providing recovery periods
8 to their non-exempt employees. Defendant has similarly failed to make efforts to comply with
9 heat illness prevention regulations by providing places of shade for recovery periods or by
10 supplying sufficient amounts of drinking water. There are times when Defendant does not provide
11 Plaintiff and Class members with drinking water during an entire week. As with meal and rest
12 breaks, Defendant did not provide Plaintiff and Class members with any written documents
13 informing them of their rights to take recovery periods, and thus they did not take them.

14 38. Defendant further violated Cal. Lab. Code § 226.7, and the California Unfair
15 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiff and Class
16 members who were not provided with a recovery period, one additional hour of compensation at
17 the proper regular rate of pay for each workday that a recovery period was not provided.

18 39. As a proximate result of the aforementioned violations, Plaintiff and Class
19 members have been damaged in an amount according to proof at trial, and seek all wages earned
20 and due, interest, penalties, expenses, and costs of suit.

21 **FOURTH CAUSE OF ACTION**

22 **Failure to Pay Overtime Wages**

23 **[Cal. Lab. Code §§ 510, 860, 1194, 1198; § 3 of the IWC Wage Orders]**

24 **(On Behalf of Plaintiff and the Classes Against all Defendants)**

25 40. Plaintiff incorporates herein by specific reference, as though fully set forth, the
26 allegations in paragraphs 1 through 39.

27 41. Pursuant to Cal. Lab. Code §§ 510, 860, and 1194 and § 3 of IWC Wage Order No.
28 13, Defendant is required to compensate Plaintiff and Class members for all overtime, which is

1 calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of
2 eight (8) hours up to and including twelve (12) hours in any workday, and for the first eight (8)
3 hours worked on the seventh (7th) consecutive day of work in a workweek, with double time for
4 all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess
5 of eight (8) hours on the seventh (7th) consecutive day of work in a workweek. Under § 3 of IWC
6 Wage Order No. 14, overtime is owed and due when the employee works over ten (10) hours in a
7 workday or more than six (6) days in any workweek.

8 42. Plaintiff and Class members are current and former non-exempt employees of
9 Defendant are entitled to the protections of Cal. Lab. Code §§ 510, 860 and 1194 and § 3 of IWC
10 Wage Order Nos. 8, 13, 14, and any other applicable IWC Wage Order.

11 43. Defendant has failed to compensate Plaintiff and other Class members for all
12 overtime hours worked as required under the foregoing provisions of the Cal. Lab. Code and IWC
13 Wage Order by simply not paying them overtime wages, even though they regularly worked shifts
14 of 12 hours or more up to 7 days per week. Defendant avoided its legal obligation to pay overtime
15 wages by willfully classifying these employees as performing exempt duties during certain shifts
16 so as to avoid overtime obligations required under all applicable IWC Wage Orders.

17 44. Defendant further failed to compensate Plaintiff and the pursuant to Labor Code
18 §860, and the staggering of overtime wages: 1) January 1, 2019: any person who works in an
19 agricultural occupation cannot be employed for more than 9.5 hours in one workday or work more
20 than 55 hours in any workweek, unless the employee receives 1.5 times their regular rate of pay
21 for all hours worked over 9.5 hours per day or 55 per week; 2) This overtime provision will not
22 apply to employers with 25 or fewer employees until January 1, 2022. However, employers with
23 25 or fewer employees must currently pay overtime after 10 hours per day, 60 hours per week, and
24 for work in excess of 8 hours performed on the 7th consecutive day. (Wage orders at Cal. Code
25 REGS. tit. 8, § 11140); 3) January 1, 2020: agricultural workers will receive overtime of 1.5
26 regulate rate when they work more than 9 hours per day or more than 50 hours per week (This
27 provision will not apply to employer with 25 or fewer employees until January 1, 2023.); 4)
28 Starting January 1, 2023, employers with 25 or fewer employees will be required to pay overtime

1 for all hours after an agricultural employee works over nine hours in a workday or over 50 hours
2 in a workweek; 5) January 1, 2021: any agricultural worker that works more than 8.5 hours per
3 day or 45 hours per week will be paid overtime at 1.5 times their regular rate of pay; and 6)
4 January 1, 2022: any agricultural worker who works more than 8 hours per day or 40 hours per
5 week will be paid overtime at 1.5 times their regular rate. Double the regular rate of pay will be
6 required after 12 hours in a workday.

7 45. In addition, Defendant failed to pay overtime wages to Plaintiff and Class members
8 by requiring, permitting or suffering Plaintiff and Class members to work off the clock; requiring,
9 permitting or suffering Plaintiff and Class members to work through meal, rest, and recovery
10 periods but not compensating them for this time and failing to include this time in all hours
11 worked; illegally and inaccurately recording time that Plaintiff and Class members worked; and
12 other methods to be discovered.

13 46. In violation of California law, Defendant has knowingly and willfully refused to
14 perform its obligations to compensate Plaintiff and Class members for all wages earned and all
15 hours worked at the legally required rates of pay. As a proximate result, Plaintiff and Class
16 members have suffered, and continue to suffer, substantial losses related to the use and enjoyment
17 of such wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
18 Defendant to fully perform their obligations under state law, all to their respective damages in
19 amounts according to proof at time of trial, and within the jurisdiction of this Court.

20 47. Defendant's conduct described herein violates Cal. Lab. Code §§ 510, 860, 1194,
21 1198 and § 3 of IWC Wage Order Nos. 8, 13, 14, and any other applicable IWC Wage Order.
22 Therefore, pursuant to Cal. Lab. Code §§ 200, 203, 226, 558, 1194, 1197.1, and any other
23 applicable law, Plaintiff and Class members are entitled to recover the unpaid balance of wages
24 owed to them by Defendant, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

25 ///

26 ///

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **Failure to Pay Minimum Wages**

3 **[Cal. Lab. Code §§ 1194, 1197; § 4 of the IWC Wage Orders]**

4 **(On Behalf of Plaintiff and the Class Against all Defendants)**

5 48. Plaintiff incorporates herein by specific reference, as though fully set forth, the
6 allegations in paragraphs 1 through 47.

7 49. Pursuant to Cal. Lab. Code §§ 1194, 1197, and § 4 of IWC Wage Order Nos. 8, 13,
8 14, and any other applicable IWC Wage Order, payment to an employee of less than the applicable
9 minimum wage for all hours worked in a payroll period is unlawful.

10 50. During the Class period, the hourly rates for Plaintiff and Class members were
11 precisely minimum wage. Based on this common practice, Defendant failed to pay Plaintiff and
12 Class members minimum wages for all hours worked by requiring, permitting or suffering
13 Plaintiff and Class members to work off the clock, such as requiring them to work through meal,
14 rest, and recovery periods but not compensating them for this time, and failing to include this time
15 in all hours worked, and other methods to be discovered.

16 51. Defendant's conduct described herein violates Cal. Lab. Code §§ 1194, 1197, and §
17 4 of IWC Wage Order Nos. 8, 13, 14, and any other applicable IWC Wage Order. As a proximate
18 result of the aforementioned violations, Plaintiff and Class members have been damaged in an
19 amount according to proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203,
20 226, 558, 1194, 1197.1, and any other applicable law, Plaintiff and Class members are entitled to
21 recover the unpaid balance of wages owed to them by Defendant, plus interest, penalties,
22 attorneys' fees, expenses, and costs of suit.

23 **SIXTH CAUSE OF ACTION**

24 **Failure to Pay Timely Wages**

25 **[Cal. Lab. Code §§ 204, 210]**

26 **(On Behalf of Plaintiff and the Class Against all Defendants)**

27 52. Plaintiff incorporates herein by specific reference, as though fully set forth, the
28 allegations in paragraphs 1 through 51.

1 53. Cal. Lab. Code § 204 provides that all wages earned by any person in any
2 employment between the 1st and 15th days, inclusive, of any calendar month, other than those
3 wages due upon termination of an employee, are due and payable between the 16th and 26th day
4 of the month during which the labor was performed. Cal. Lab. Code § 204 further provides that
5 all wages earned by any person in any employment between the 16th and the last day, inclusive, of
6 any calendar month, other than those wages due upon termination of an employee, are due and
7 payable between the 1st and the 10th day of the following month. Cal. Lab. Code § 204 further
8 provides that all wages eared for labor in excess of the normal work period shall be paid no later
9 than the payday for the next regular payroll period.

10 54. During the Class period, Defendant, among other things, willfully failed to pay
11 Plaintiff and Class members all wages earned and due to them, including but not limited to, meal,
12 rest, and recovery premiums, overtime payments, and payment for work performed off-the-clock,
13 within any time period permissible under Labor Code § 204.

14 55. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
15 Class members are entitled to all available statutory penalties, including but not limited to, civil
16 penalties pursuant to California Labor Code §§ 200, 210, 558, 1194, 1197.1, 2699(a), and other
17 applicable provisions under the Cal. Lab. Code and IWC Wage Orders, and an award of costs,
18 expenses, and reasonable attorneys' fees.

19 **SEVENTH CAUSE OF ACTION**

20 **Failure to Maintain Required Records**

21 **[Cal. Lab. Code §§ 226, 1174; § 7 of the IWC Wage Orders]**

22 **(On Behalf of Plaintiff and the Class Against all Defendants)**

23 56. Plaintiff incorporates herein by specific reference, as though fully set forth, the
24 allegations in paragraphs 1 through 55.

25 57. During the Class period, as part of Defendant's illegal payroll policies and practices
26 to deprive Plaintiff and Class members of all wages earned and due, Defendant knowingly and
27 intentionally failed to maintain records as required under California Labor Code §§ 226, 1174, and
28 § 7 of IWC Wage Order Nos. 8, 13, 14, and any other applicable IWC Wage Order, including but

1 not limited to, the following records: total daily hours worked by each non-exempt employee;
2 applicable rates of pay; all deductions; meal periods; time records showing when each non-exempt
3 employee begins and ends each workday; and accurate itemized statements. Moreover, Defendant
4 had knowledge that it was not providing their non-exempt employees with proper meal, rest, and
5 recovery periods, but knowingly failed to include in the wage statements one (1) extra hour of
6 compensation for each missed meal, rest, and recovery period, resulting in inaccurate wage
7 statements.

8 58. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
9 Class members have been damaged in an amount according to proof at trial, and are entitled to all
10 wages earned and due, plus interest thereon. Additionally, Plaintiff and Class members are
11 entitled to all available statutory penalties, including but not limited to civil penalties pursuant to
12 Cal. Lab. Code §§ 226(e), 226.3, and 1174.5, and an award of costs, expenses, and reasonable
13 attorneys' fees, including but not limited to those provided in Cal. Lab. Code § 226(e), as well as
14 other available remedies.

15 **EIGHTH CAUSE OF ACTION**

16 **Failure to Furnish Accurate Itemized Wage Statements**

17 **[Cal. Lab. Code §§ 226; § 7 of the IWC Wage Orders]**

18 **(On Behalf of Plaintiff and the Class Against all Defendants)**

19 59. Plaintiff incorporates herein by specific reference, as though fully set forth, the
20 allegations in paragraphs 1 through 58.

21 60. During the Class period, Defendant routinely failed and continues to fail to provide
22 Plaintiff and Class members with timely and accurate itemized wage statements. Defendant's pay
23 stubs violate Cal. Lab. Code § 226 on their face by, among other things, failing to state the name
24 and address of the legal entities that were Plaintiff's and Class members' employers and failing to
25 state all applicable hourly rates in effect during the pay period and the corresponding number of
26 hours worked at each hourly rate by the employee. Derivatively, Defendant was and is not
27 providing Plaintiff and Class members with proper meal, rest, and recovery periods but have
28 intentionally failed to include in their wage statements one (1) additional hour of compensation at

1 their regular rates of pay for each non-compliant meal, rest, or recovery period, and have failed to
2 properly list the hours worked by Plaintiff and Class members based on unpaid off-the-clock work
3 and work performed during meal, rest, and recovery periods. For instance, Plaintiff was not
4 provided with a wage statement after working for Defendant on or about September 12, 2024.

5 61. Defendant's pay stubs violate Labor Code § 226 on their face by, among other
6 things, simply failing to state the applicable pay period and the applicable hourly rates. Further,
7 Defendant was not providing Plaintiff and Class members with proper meal, rest, and recovery
8 periods but intentionally failed to include in their wage statements one (1) additional hour of
9 compensation at their regular rates of pay for each non-compliant meal, rest, or recovery period. In
10 addition, Defendant required Plaintiff and Class members to work off-the-clock without
11 compensation and illegally rounded the time that they worked. Plaintiff and Class members were
12 confused by these inaccurate wage statements, which resulted in substantial harm to them, because
13 it prevented them from discovering the scope and extent of Defendant's violations of California
14 wage and hour laws.

15 62. In order to conceal their wage theft, Defendant knowingly and intentionally failed
16 to provide Plaintiff and Class members with timely and accurate itemized wage statements in
17 accordance with Cal. Lab. Code § 226(a) and § 7 of IWC Wage Order Nos. 8, 13, 14, and any
18 other applicable IWC Wage Order.

19 63. Plaintiff and Class members suffered injury as a result of Defendant's failure to
20 provide timely and accurate itemized wage statements because it prevented them from discovering
21 the scope and extent of Defendant's violations of California wage and hour laws, prevented them
22 from being able to determine the gross wages earned, the total hours worked, all deductions made,
23 the net wages earned, all applicable hourly rates in effect during each pay period and the
24 corresponding number of hours worked at each hourly rate, or even the names of the legal entities
25 that employed them.

26 64. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
27 Class members have been damaged in an amount according to proof at trial, and seek all wages
28 earned and due, plus interest thereon. Additionally, Plaintiff and Class members are entitled to all

1 available penalties, including but not limited to penalties pursuant to Cal. Lab. Code §§ 226(e),
2 226.3, and 1174.5, and an award of costs, expenses, and reasonable attorneys' fees, including but
3 not limited to those provided in California Labor Code § 226(e), as well as other available
4 remedies.

5 **NINTH CAUSE OF ACTION**

6 **Failure to Indemnify Employees for Necessary Expenditures**

7 **[Cal. Lab. Code § 2802]**

8 **(On Behalf of Plaintiff and the Class Against all Defendants)**

9 65. Plaintiff incorporates herein by specific reference, as though fully set forth, the
10 allegations in paragraphs 1 through 64.

11 66. Cal. Lab. Code § 2802(a) requires an employer to indemnify an employee for all
12 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
13 of her his or her duties, or of his or her obedience to the directions of the employer.

14 67. During the Class period, and in violation of Cal. Lab. Code § 2802, Defendant
15 failed to indemnify Plaintiff and Class members for all business expenses and/or losses incurred in
16 direct consequence of the discharge of their duties, including but not limited to, protective work
17 boots. In addition, Plaintiff and Class members were required to drive their own personal vehicles
18 on the fields during their shifts, but Defendant did not reimburse them for gas and mileage. Also,
19 Plaintiff and the other Class members were required to use their own personal cellular phones for
20 work related purposes but were not reimbursed, and other methods yet to be discovered.

21 68. As a proximate result of Defendant's unlawful actions and omissions, Plaintiff and
22 Class members have been damaged in an amount according to proof at trial, and seek
23 reimbursement of all necessary expenditures, plus interest thereon pursuant to Cal. Lab. Code §
24 2802(b). Additionally, Plaintiff and Class members are entitled to all available statutory penalties
25 and an award of costs, expenses, and reasonable attorneys' fees, including those provided in Cal.
26 Lab. Code § 2802(c), as well as other available remedies.

27 ///

28 ///

- 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

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

1 73. As a result of these unfair and unlawful business practices, Defendant has reaped
2 unfair and illegal profits during the Class period at the expense of Plaintiff, Class members, and
3 members of the public. Defendant should be made to disgorge its ill-gotten gains and to restore
4 them to Plaintiff and Class members.

5 74. Defendant's unfair and unlawful business practices entitle Plaintiff and Class
6 members to seek preliminary and permanent injunctive relief, including but not limited to orders
7 that Defendant account for, disgorge, and restore to Plaintiff and Class members the wages and
8 other compensation unlawfully withheld from them. Plaintiff and Class members are entitled to
9 restitution of all monies to be disgorged from Defendant in an amount according to proof at the
10 time of trial, but in excess of the jurisdiction of this Court.

11 **ELEVENTH CAUSE OF ACTION**

12 **Representative Action for Civil Penalties**

13 **[Cal. Lab. Code §§ 2698- 2699.5]**

14 **(On Behalf of Plaintiff and Aggrieved Employees Against all Defendants)**

15 75. Plaintiff incorporates herein by specific reference as though fully set forth the
16 allegations in paragraphs 1 through 74, with exception of the allegations in Paragraphs 16 – 18 (A-
17 D).

18 76. Plaintiff is an “aggrieved employee” within the meaning of Cal. Lab. Code § 2699,
19 and is a proper representative to bring a civil action on behalf of himself and other current and
20 former non-exempt employees of Defendant pursuant to the procedures specified in Cal. Lab.
21 Code § 2699.3, because Plaintiff was employed by Defendant and the alleged violations of the
22 Cal. Lab. Code were committed against Plaintiff.

23 77. Plaintiff seeks to recover civil penalties through a representative action permitted
24 by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.4th 969.
25 Thus, class certification is not required.

26 78. On June 14, 2025, Plaintiff gave written notice by certified mail pursuant to Cal.
27 Lab. Code § 2699.3, to the California Labor and Workforce Development Agency (“LWDA”) and
28 Defendant, of the specific provisions of the Cal. Lab. Code and IWC Wage Order alleged to have

1 been violated, including the facts and theories to support the alleged violations. Plaintiff has not
2 received any response from the LWDA. As Plaintiff waited more than sixty (60) days from the
3 postmark date of his written notice before filing this action, Plaintiff has complied with all of the
4 requirements set forth in Cal. Lab. Code § 2699.3 to commence a representative action under
5 PAGA.

6 79. Pursuant to Cal. Lab. Code § 2699, Plaintiff seeks to recover civil penalties for
7 Defendant's violations of Cal. Lab. Code provisions for which a civil penalty is specifically
8 provided, including but not limited to, the following:

- 9 a. Pursuant to Cal. Lab. Code § 210, for violations of California Labor Code §
10 204, Defendant is subject to a civil penalty in the amount of one hundred
11 dollars (\$100) for the initial violation for each failure to pay each employee,
12 and two hundred dollars (\$200) per employee for violations in subsequent
13 pay periods.
- 14 b. Pursuant to Cal. Lab. Code § 558(a), "[a]ny employer or other person acting
15 on behalf of an employer who violates, or causes to be violated, a section of
16 this chapter or any provision regulating hours and days of work in any order
17 of the Industrial Welfare Commission," including Cal. Lab. Code §§ 510
18 and 512, shall be subject to a civil penalty, in addition to any other penalty
19 provided by law, of fifty dollars (\$50) for initial violations for each
20 underpaid employee for each pay period for which the employee was
21 underpaid and one hundred dollars (\$100) for each subsequent violation for
22 each underpaid employee for each pay period for which the employee was
23 underpaid. In addition, Plaintiff seeks civil penalties in the amount
24 sufficient to recover unpaid wages owed to aggrieved employees pursuant
25 to Cal. Lab. Code § 558(a).
- 26 c. Pursuant to Cal. Lab. Code § 1174.5, for violations of Cal. Lab. Code §
27 1174(d), Defendant is subject to a civil penalty of five hundred dollars
28 (\$500).

d. Pursuant to Cal. Lab. Code § 1197.1, an employer who pays or causes to be paid to any employee a wage less than the minimum fixed by an order of the commission, shall be subject to a civil penalty as follows: for any initial violation that is intentionally committed, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is underpaid; and for each subsequent violation of the same offense, two hundred fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation was intentionally committed.

80. Cal. Lab. Code § 2699 provides that for all Cal. Lab. Code violations for which a civil penalty is not specifically provided, the following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

81. Plaintiff seeks to recover such civil penalties under Cal. Lab. Code § 2699 for Defendant's violations of Cal. Lab. Code provisions for which a civil penalty is not specifically provided, including but not limited to, Cal. Lab. Code §§ 201, 202, 203, 226, 226.7, 558, 1194, 1197, 1198, and 2802.

82. Plaintiff additionally seeks reasonable attorneys' fees and costs pursuant to Cal. Lab. Code § 2699 and Cal. Code Civ. P. § 1021.5.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of all other persons similarly situated, respectfully pray for relief against Defendant, and each of them, as follows:

1. For compensatory damages in an amount to be ascertained at trial;
2. For restitution of all monies due to Plaintiff and Class members, as well as disgorged profits from the unfair and unlawful business practices of Defendant;
3. For meal, rest, and recovery period compensation pursuant to Cal. Lab. Code § 226.7 and the applicable IWC Wage Orders;

- 1 4. For liquidated damages pursuant to Cal. Lab. Code § 1194.2;
- 2 5. For preliminary and permanent injunctive relief enjoining Defendant from violating
- 3 the relevant provisions of the Cal. Lab. Code and the applicable IWC Wager Orders, and from
- 4 engaging in the unlawful business practices complained of herein;
- 5 6. For waiting time penalties pursuant to Cal. Lab. Code § 203;
- 6 7. For statutory and civil penalties according to proof, including but not limited to all
- 7 penalties authorized by the Cal. Lab. Code §§ 210, 225.5, 226(e), 226.3, 1174.5, 1197.1, and
- 8 2699;
- 9 8. For interest on the unpaid wages at 10% per annum pursuant to Ca Cal. Lab. Code
- 10 §§ 218.6, 1194, 2802, Cal. Civ. Code §§ 3287, 3288, and/or any other applicable provision
- 11 providing for pre-judgment interest;
- 12 9. For reasonable attorneys' fees and costs pursuant to Cal. Lab. Code §§ 218.5, 226,
- 13 1194, 2802, and 2699, and Cal. Civ. Code § 1021.5, and/or any other applicable provisions
- 14 providing for attorneys' fees and costs;
- 15 10. For declaratory relief;
- 16 11. For an order requiring and certifying the First through Tenth Causes of Action as a
- 17 class action;
- 18 12. For an order appointing Plaintiff as Class representative, and Plaintiffs' counsel as
- 19 Class counsel; and
- 20 13. For such further relief that the Court may deem just and proper.

21 DATED: August 18, 2025

Respectfully submitted,

22 THE WHEELER LAW FIRM, APC

23 

24 By: _____

25 SCOTT ERNEST WHEELER

26 GUZMÁN & TOKAR LLP

27 MARCIA GUZMÁN, ESQ.

28 *Attorneys for Plaintiff and the Putative Class*

1 **DEMAND FOR JURY TRIAL**

2 Plaintiff, on behalf of himself and all others similarly situated, hereby demands a jury trial
3 with respect to all issues triable of right by jury.

4 DATED: August 18, 2025

Respectfully submitted,

5 THE WHEELER LAW FIRM, APC

6 

7
8 By: _____
SCOTT E. WHEELER

9 GUZMÁN & TOKAR LLP
10 MARCIA GUZMÁN, ESQ.

11 *Attorneys for Plaintiff and the Putative Class*