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SUPERIOR COURT FOR THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF MONTEREY

JUAN FLORES, an individual, on behalf of
himself, others similarly-situated, and the State of
California,

Plaintiffs.

vs.

SILVER BAY SEAFOODS, LLC, an Alaska
corporation; SILVER BAY SEAFOODS-
CALIFORNIA, LLC, a Delaware corporation;
REDDION PERSONNEL SERVICES, INC., a
California corporation; and DOES 1-20, inclusive,

Defendants.

Case No.: 23CV001402

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION COMPLAINT
FOR:**

1. Minimum Wages, LC § 1194 & Wage Orders;
2. Overtime Wages, LC § 510 & Wage Orders;
3. Meal Period Violations, Wage Orders & LC §§ 226.7, 512;
4. Rest Break Violations, Wage Orders & LC § 226.7;
5. Waiting Time Penalties, LC § 203;
6. Wage Statement Penalties, Wage Orders & LC § 226;
7. Failure to Permit Inspection or Copying of Records, LC 226 & 1198.5;
8. Unfair Competition Law, Bus. & Prof. Code §§ 17200, *et seq.*
9. Civil Penalties, Private Attorney General Act, LC § 2698, *et seq.*

DEMAND FOR JURY TRIAL

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I. INTRODUCTION

1. Plaintiff Juan Flores (“Plaintiff”) brings this action for wages, penalties and injunctive relief against Silver Bay Seafoods, LLC, Silver Bay Seafoods-California, LLC, Reddion Personnel Services, 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 as supported by evidence or likely to be supported by evidence obtained through discovery.

2. Plaintiff brings this action on behalf of a class of individuals pursuant to California Code of Civil Procedure section 382.

3. At all times relevant to this action, Defendants have engaged in systematic wage theft, maintaining policies and practices that violate the rights of Plaintiff and the Class. Defendants have failed to compensate workers for all hours worked, in violation of the state’s minimum wage and overtime laws; failed to provide timely, complete and off-duty meal periods, or otherwise pay premium wages in lieu thereof; failed to authorize and permit rest periods in compliance with the Wage Orders and at the requisite rates for the length of shifts, or otherwise pay premium wages in lieu thereof; failed to pay all wages owed upon termination of the employment relationship; failed to furnish timely each pay period accurate, itemized statements separately stating, among other things, total hours worked, gross and net wages earned, all applicable hourly rates, and all premium wages earned; and failed to comply with record keeping requirements.

4. Defendants’ acts and omissions, which violate the Labor Code, constitute predicate unlawful and unfair business practices in violation of California’s Unfair Competition Law (“UCL”), Business & Professions Code sections 17200, *et seq.* Defendants’ violations of the California Labor Code are unlawful acts which have afforded Defendants an unfair competitive advantage. Plaintiff and the Class they seek to represent are therefore entitled to all remedies provided under the UCL, including restitutionary, injunctive, declaratory and/or other equitable relief for a period of four years from the filing of the original complaint through the date of this action’s final disposition. Plaintiff also seeks reasonable attorneys’ fees and costs pursuant to, *inter alia*, Labor Code sections 226(e) & (h), 1194(a), 1198.5(l), and Code of Civil Procedure section 1021.5.

5. Pursuant to Labor Code section 2699.3, Plaintiff has given written notice to the

employer(s) and the Labor and Workforce Development Agency (LWDA) of the alleged Labor Code and Wage Order violations, and the facts and theories supporting those violations. Plaintiff has fulfilled the administrative prerequisites of Labor Code section 2699.3 and is statutorily authorized to act on behalf of the State of California to enforce the State's labor and employment laws and collect civil penalties on behalf of the State and current or former employees, including himself. Accordingly, Plaintiff seeks to hold Defendants and other persons who violated or caused violations of the Labor Code and Wage Orders liable for civil penalties owed to the State of California and other current and former aggrieved employees.

6. At all times relevant to this action, Defendants' conduct has been willful and in reckless disregard of the rights of their workers. Defendants have been on notice of the alleged illegalities but have deliberately continued to exploit workers by enforcing and maintaining the illegal practices described herein. This action is brought not only to recover rightfully earned wages but also to enforce the state's laws, restore ill-gotten gains, and deter Defendants from their illegal conduct. Plaintiff therefore seeks all remedies available to himself and to the Class.

II. THE PARTIES

7. Plaintiff Juan Flores is a California resident. At all relevant times, Plaintiff Flores was a non-exempt employee of Defendants within the Class period who was paid an hourly wage. Plaintiff Flores was employed by Defendants from approximately early November 2022 until late December 2022. Plaintiff worked in the preparation and packaging of seafood for Defendants, including packing squid into boxes, and arranging and organizing boxes of packed squid. Defendants failed to pay Plaintiff Flores for all hours worked, including donning and doffing performed before the start of shifts and after the end of shifts, and during unpaid meal periods, as well as for all hours worked as recorded on Defendants' timekeeping system. Defendants' failure to pay for all hours worked violates the California Wage Orders, and California minimum and overtime wage laws. Defendants also violated Plaintiff Flores's right to lawful rest breaks and meal periods, or payment of premium wages in lieu thereof. Defendants failed to provide timely, complete, uninterrupted, off-duty meal periods that were free of the employer's control, and Plaintiff Flores was denied premium wages in lieu of lawful meal periods. Defendants did not obtain valid and voluntary meal period waivers or on-duty meal period

1 agreements, and instead of providing lawful meal periods Defendants automatically deducted 30
2 minutes (or more) for meal periods whether they were provided at all or in part. Defendants also failed
3 to authorize and permit paid off-duty rest breaks of at least 10 minutes at the rate of one rest period for
4 shifts greater than 3.5 hours, two rest periods for shifts greater than six hours and up to 10 hours, and
5 three shifts for shifts greater than 10 hours and so on, and Plaintiff Flores was denied premium wages
6 in lieu of lawful rest breaks. Further, Plaintiff Flores was provided inaccurate itemized wage
7 statements that failed to state accurately the gross and net wages owed, applicable rates of pay, total
8 hours, deductions and other statutory items, including improper accrual of paid sick days. When
9 Plaintiff Flores's employment ended, Defendants failed to pay all wages owed timely. Plaintiff Flores
10 at all relevant times was subject to the protections of California's labor laws, including, but not limited
11 to, the terms and conditions of employment prescribed by the Industrial Welfare Commission's Wage
12 Orders.

13 8. On information and belief, Silver Bay Seafoods, LLC ("Silver Bay") is an Alaska
14 corporation that owns, operates, and manages seafood processing, preparation and packaging
15 warehouses and/or operations in California. Silver Bay describes its business in Secretary of State
16 filings as "seafood." On information and belief, at times relevant to this action, Silver Bay's principal
17 office has been located at 208 Lake Street, Suite 2E, Sitka, AK 99385, with its agent for service of
18 process listed as National Registered Agents (C1941323). At all times relevant, Silver Bay
19 California's CEO has been listed as Cora Campbell and the only "manager/member" listed has been
20 Sitkine Holdings, LLC. Silver Bay is sued as an employer or joint employer of Plaintiff and the Class,
21 and as a "person" that violated or caused the violations of the Labor Code and Wage Order provisions
22 described in the complaint pursuant to Labor Code §§ 558 and 1197.1.

23 9. On information and belief, Silver Bay Seafoods, LLC-California ("Silver Bay
24 California") is a Delaware corporation that owns, operates, and manages seafood processing,
25 preparation and packaging warehouses and/or operations in California. Silver Bay California describes
26 its business in Secretary of State filings as "seafood." On information and belief, at times relevant to
27 this action, Silver Bay California's principal office has been listed as 4039 21st Street, Suite 201,
28 Seattle, WA 98199, its California office has been listed as 3050 Hilltop Road, Moss Landing, CA

1 95039, and its agent for service of process has been listed as National Registered Agents (C1941323).
2 At all times relevant, Silver Bay California's CEO has been listed as Cora Campbell and the only
3 "manager/member" listed has been Silver Bay Seafoods, LLC. Silver Bay California is sued as an
4 employer or joint employer of Plaintiff and the Class, and as a "person" that violated or caused the
5 violations of the Labor Code and Wage Order provisions described in the complaint pursuant to Labor
6 Code §§ 558 and 1197.1.

7 10. On information and belief, Reddion Personnel Services, Inc. ("Reddion") is a California
8 corporation that operates as a staffing agency in California. Reddion describes its business in
9 Secretary of State filings as "temp services." On information and belief, at times relevant to this
10 action, Reddion's principal location and California office have been listed as 625 W Pacific Coast
11 Highway, Wilmington, CA 90744, and its agent for service of process was listed as Alfredo Ramirez at
12 the same address (as of January 6, 2023, Reddion does not have an individual or registered corporate
13 agent for service of process). At all times relevant, Reddion's CEO has been listed as Rogelio
14 Ramirez, and its Secretary, CFO and Director have been listed as Alfredo Ramirez. Reddion is sued as
15 an employer or joint employer of Plaintiff and the Class, and as a "person" that violated or caused the
16 violations of the Labor Code and Wage Order provisions described in the complaint pursuant to Labor
17 Code §§ 558 and 1197.1.

18 11. On information and belief, the Silver Bay Defendants operated as client employers
19 within the meaning of California Labor Code section 2810.3 (a)(1)(A). The "Client employers" are
20 defined as "a business entity, regardless of its form, that obtains or is provided workers to perform
21 labor within its usual course of business from a labor contractor." Upon information and belief, the
22 Silver Bay Defendants are, and have been, client employers within the definition of Labor Code
23 Section 2810.3, and share with Reddion, the labor contractor, all civil responsibility and liability for
24 the payment of all wages earned by Plaintiff and other putative class members and aggrieved
25 employees.

26 12. Plaintiff is informed, believes and thereon alleges that at all relevant times, each
27 Defendants, directly or indirectly, through an agent or other person, employed and/or exercised control
28 over the wages, hours, or working conditions of Plaintiff and other current and former employees, and

1 committed the acts complained of herein.

2 13. Additionally, under California Labor Code Section 2810.3, Defendants share all civil
3 legal responsibility for failure to pay earned wages for all workers supplied to the Silver Bay
4 Defendants.

5 14. Plaintiff is informed, believes, and thereon alleges that at all relevant times, each
6 Defendant, directly or indirectly, through an agent or other person, engaged, employed, suffered, or
7 permitted Plaintiff and other current or former employees to work.

8 15. Plaintiff further alleges that each Defendant is legally responsible for the occurrences
9 and unlawful acts herein alleged and the resulting damages were actually and proximately caused by
10 the other Defendants' conduct.

11 16. Plaintiff is informed, believes and thereon alleges that at all relevant times, each
12 Defendant was acting as the agent of every other Defendant, and all acts alleged to have been
13 committed by any Defendant were committed on behalf of every other Defendant; and, at all times
14 relevant herein, each alleged act was committed by each Defendant, and/or agent, servants, or
15 employees of each Defendant, and each Defendant directed, authorized, or ratified each such act.
16 Plaintiff is informed, believes and thereon alleges that each Defendant, and each of them, were the
17 agents, employees, co-conspirators, business affiliates, subsidiaries, parent entities, owners and/or
18 ventures of each other Defendants, and each of them; and, in doing the things alleged herein, were
19 acting at least in part within the course and scope of such agency, employment, conspiracy, joint
20 employer, alter ego status, and/or joint venture and with the permission and consent of each of the
21 other Defendants.

22 17. Whenever or wherever reference is made in this Complaint to any act by a Defendant or
23 Defendants, such allegations and reference shall also be deemed to mean the acts and failures to act of
24 each Defendant acting individually, jointly, and severally.

25 18. On May 11, 2023, Plaintiff provided Defendants with notice via certified mail with
26 return receipt requested pursuant to Labor Code Section 2810.3 with regard to potential joint liability
27 based upon violations of the Labor Code as provided herein.

28 19. At all times relevant to this action, the offending conduct has been willful and in

reckless disregard of the rights of workers. Defendants knew or were on notice of the alleged illegalities but deliberately chose to ignore them. The true names and capacities, whether individual, corporate, associates, or otherwise of Defendants sued as Does 1-20, inclusive, are currently unknown to Plaintiff, who therefore sue such Defendants by fictitious names as permitted by law. Plaintiff is informed and believes that each Doe defendant is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this complaint to reflect the true names and capacities of the Defendants designated as Does when such identities become known.

III. JURISDICTION & VENUE

20. This Court has jurisdiction over Plaintiff's claims under the California Labor Code and the Unfair Competition Law, California Business & Professions Code sections 17200, *et seq.*

21. Venue is proper in the Superior Court of the County of Monterey pursuant to California Code of Civil Procedure section 395(a), because Plaintiff and other similarly situated individuals have been harmed by Defendants' violations of the Labor Code in Monterey County. At all relevant times, Defendants have conducted business in Monterey County and engaged employees to work within the County.

IV. FACTUAL ALLEGATIONS

22. At all times relevant to this action, Defendants maintained unlawful employment, labor and compensation policies and practices that affected Plaintiff and, on information and belief, other workers who are members of the putative Class.

23. Defendants failed to pay Plaintiff and, on information and belief, the Class for all hours worked in violation of the state's legal minimum and overtime wage provisions contained in the Labor Code, Wage Orders and local ordinances.

24. Defendants failed to maintain accurate records of the start and end of work periods and meal periods, and failed to pay workers according to the true start and end of work periods and meal periods, electing instead to pay less than all hours worked. This failure is based largely on Defendants' health and food safety policies and guidelines, including the practice of making workers don and doff protective gear and equipment prior to the scheduled start of shifts and after the scheduled end of

1 shifts, and before being able to enter break areas specifically designated for employees to have lunch
2 during unpaid meal periods.

3 25. Plaintiff and, on information and belief, the Class were required to don protective
4 personal gear and equipment off the clock. This involved donning uniforms, work clothes and
5 protective gear before clocking in using Defendants' manual/paper timekeeping system. This involved
6 entering Defendants' establishment between 5-20 minutes early, going to the area where Defendants
7 provide protective gear (*e.g.*, gloves, aprons, hairnets, rubber boots) and putting such protective gear
8 on. Employees were then required to fill out a paper sheet with their signature and start time. Though
9 employees were suffered and permitted to work prior to their scheduled start time, they were instructed
10 to only write the start time as reflected by the schedule—not when they actually began work.

11 26. Likewise, Plaintiff and, on information and belief, the Class were prevented from
12 doffing protective personal gear and equipment while on the clock. Plaintiff and Class members were
13 required to doff their protective gear and clothing after the scheduled stop of the shift, or after
14 supervisors called for the end of shifts. Despite this doffing that was suffered and permitted,
15 Defendants' foremen, supervisors, and/or managers, on information and belief, noted employees' shift
16 end time as the scheduled/called time, rather than the time at which workers finished doffing such
17 protective gear, or otherwise instructed Plaintiff and Class members to do so.

18 27. Defendants' food and health rules and guidelines required that Plaintiff and Class
19 members doff their protective gear (gloves, apron) prior to entering designated break areas in order to
20 start their break, and subsequently don that gear when exiting such areas—each process frequently
21 delayed by the number of workers lining up to accomplish the task as instructed by Defendants. But as
22 a result of Defendants practices and policies, this donning and doffing that was suffered and permitted
23 cut rest breaks and unpaid meal periods short by several minutes.

24 28. Defendants also failed to credit Plaintiff and, on information and belief, the Class with
25 the accurate start and end of work periods in any timekeeping system(s). Instead, on information and
26 belief, Defendants either recorded the incorrect shift start and/or end times for workers, or otherwise
27 failed to pay Plaintiff and the Class their complete hours worked totals. This resulted in many hours'
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1 worth of discrepancies between what Plaintiff's and, on information and belief, Class members'
2 accurate weekly hour totals were and what they were ultimately paid each week.

3 29. As a result of Defendants' compensation system, Plaintiff and, on information and
4 belief, the Class were denied compensation for all hours worked and suffered violations of the
5 minimum wage and overtime laws.

6 30. Plaintiff and, on information and belief, the Class were denied off-duty, timely and
7 complete meal periods of at least thirty (30) minutes, second meal periods for shifts exceeding ten (10)
8 and twelve (12) hours. Plaintiff and, on information and belief, the Class were required, among other
9 things, to (1) don and doff protective gear and equipment before being able to enter and exit,
10 respectively, break area(s) specifically designated for employees to have lunch during unpaid meal
11 periods; and (2) walk a distance from break area(s) back to work area(s) in the time allotted by
12 Defendants' foremen, supervisors, and/or managers. Plaintiff and, on information and belief, the Class
13 were denied premium wages for unlawful meal periods. On information and belief, Defendants did not
14 obtain meal period waivers from Plaintiff or putative Class members.

15 31. Plaintiff and, on information and belief, the Class were denied off duty rest breaks of at
16 least net ten (10) minutes of rest time at the rate of one rest period for shifts greater than three and one-
17 half (3½) hours, two rest periods for shifts greater than six (6) hours and up to ten (10) hours, and three
18 shifts for shifts greater than ten (10) hours, and so on. Plaintiff and, on information and belief, the
19 Class were required to, among other things, (1) walk long distances from the time punch clock to break
20 area(s) before they were able to begin their rest break; (2) don and doff protective gear and equipment
21 before being able to enter and exit, respectively, break area(s) specifically designated for employees to
22 take breaks during paid rest breaks; and (3) walk long distances from break area(s) back to the time
23 punch clock before clocking in by the expiration of the ten (10) minutes allotted for rest break(s), as
24 required and instructed by Defendants' supervisors. Plaintiff and, on information and belief, the Class
25 were denied premium wages for denied, short, or untimely rest breaks.

26 32. Plaintiff and, on information and belief, the Class were not provided accurate, itemized
27 wage statements within the meaning of the Wage Orders and Labor Code section 226.
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33. Plaintiff and, on information and belief, the Class were entitled to receive all wages owed to them during their employment. Nevertheless, Plaintiff and, on information and belief, the Class did not receive payment of all wages, including overtime wages and meal period and rest break premiums, within any time permissible pursuant to Labor Code section 204.

V. CLASS ALLEGATIONS

34. Plaintiff brings this action as a class action under Code of Civil Procedure section 382 on behalf of the following class:

All non-exempt employees who work or have worked for Defendants within the State of California during the period four (4) years prior to the filing of the initial complaint in this action through the date of this action's final disposition, plus any tolling for other class and representative actions.

35. **Reservations of Rights:** Pursuant to California Rules of Court, rule 3.765(b), Plaintiff reserves the right to amend or modify the class definitions with greater specificity, by further division into subclasses, and/or by limitation to particular issues.

36. **Numerosity**: The Proposed Class is so numerous that joinder of all members is impracticable. Plaintiff is informed and believes, and on that basis alleges, that during the relevant time period, Defendants employed individuals who are geographically dispersed throughout California. The Class members are so numerous that joinder of all Class members is impracticable. The individuals and the identity of such membership is readily ascertainable by inspection of Defendants' records.

37. **Typicality:** Plaintiff's claims are typical of all other Class members as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other Class members with whom Plaintiff has a well-defined community of interest.

38. **Adequacy:** Plaintiff will fairly and adequately protect the interests of each Class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other Class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action

1 will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended
2 for the prosecution of this action for the substantial benefit of each Class member. Plaintiff has
3 retained competent counsel experienced in wage and hour class action litigation.

4 39. **Predominant Common Questions:** Common questions of law and fact exist as to all
5 members of the Proposed Class and predominate over any questions solely affecting individual
6 members of the Proposed Class.

7 40. Common questions of fact and law predominate, including the following:

8 a. Whether Defendants suffered, permitted, and/or required Plaintiff and the Class to work
9 without compensation at the start and end of shifts, or during unpaid meal periods, and failed to
10 compensate them at the statutory and/or agreed-upon wage rates, in violation of the Labor Code
11 and the Wage Orders;

12 b. Whether Defendants failed to compensate Plaintiff and members of the Class for all
13 "hours worked," within the meaning of the applicable Wage Orders;

14 c. Whether Defendants suffered, permitted, and/or required Plaintiff and the Class to work
15 in excess of eight (8) hours per day and/or over forty (40) hours per week and/or the first eight
16 (8) hours on the seventh (7th) consecutive workday in a workweek, and failed to pay the legally
17 required overtime compensation, in violation of the Labor Code and the Wage Orders;

18 d. Whether Defendants suffered, permitted, and/or required Plaintiff and the Class to work
19 in excess of twelve (12) hours per day and/or in excess of eight (8) hours on the seventh (7th)
20 consecutive workday in a workweek, and failed to pay the legally required doubletime
21 compensation, in violation of the Labor Code and the Wage Orders;

22 e. Whether the burden of proof will shift to Defendants for failing to maintain accurate
23 records of the start and end of work periods, meal periods, total daily hours worked and wages
24 earned, in violation of the Wage Orders, Labor Code sections 226 and 1174, and California
25 law;

26 f. Whether Defendants, as a matter of policy or practice, failed to relieve Plaintiff and the
27 Class of all duty for a first net thirty (30) minute meal period before the end of the fifth (5th)
28 hour of shifts, in violation of the Labor Code, the Wage Orders, and California law;

- 1 g. Whether Defendants, as a matter of policy or practice, failed to relieve Plaintiff and the
2 Class of all duty for a second net thirty (30) minute meal period before the end of the tenth
3 (10th) or twelfth (12th) hour of shifts, in violation of the Labor Code, the Wage Orders, and
4 California law;
- 5 h. Whether Defendants, as a matter of policy or practice, failed to permit Plaintiff and the
6 Class to take net ten (10) minute rest breaks for each four (4) hour work period, or major
7 portion thereof, in violation of the Labor Code, the Wage Orders, and California law;
- 8 i. Whether Defendants, as a matter of policy or practice, failed to make good faith efforts
9 to provide Plaintiff and the Class with rest breaks during the middle of each four (4) hour work
10 period, in violation of the Labor Code, the Wage Orders, and California law;
- 11 j. Whether Defendants, as a matter of policy or practice, failed to pay Plaintiff and the
12 Class premium wages for all unlawfully provided meal periods and rest breaks, in violation of
13 the Labor Code, the Wage Orders, and California law;
- 14 k. Whether Defendants knowingly and intentionally failed to provide Plaintiff and the
15 Class written wage statements that accurately reflect all gross and net wages earned, total hours
16 worked, applicable hourly rates and all deductions made, in violation of the Labor Code, the
17 Wage Orders, and California law;
- 18 l. Whether Defendants' conduct as described herein was willful or reckless;
- 19 m. Whether Plaintiff and members of the class whose employment terminated are entitled
20 to waiting time penalties under Labor Code section 203 for Defendants' failure to pay all wages
21 owed timely upon the separation from employment;
- 22 n. Whether Plaintiff and the Class are entitled to damages and/or injunctive relief pursuant
23 to Labor Code sections 2810(g)(1)-(2) based on the Silver Bay Defendants' violation of Labor
24 Code section 2810(a);
- 25 o. Whether Defendants engaged in unlawful and/or unfair business practices in violation
26 of Business & Professions Code sections 17200 *et seq.* ("UCL");
- 27 p. Whether Defendants are liable to Plaintiff and the Class pursuant to the UCL for
28 restitution of unpaid or underpaid statutory and/or agreed upon regular, minimum, overtime,
and/or doubletime wages;

1 q. Whether Defendants are liable to Plaintiff and the Class pursuant to the UCL for
2 restitution of premium wages for unlawfully failing to provide meal periods and rest breaks;

3 r. Whether Defendants are liable for damages, restitution, and/or penalties earned, due,
4 and/or owing to Plaintiff and the Class resulting from Defendants' violation of the Labor Code,
5 the Wage Orders, and California law; and

6 s. Whether Plaintiff and the Class are entitled to compensatory damages pursuant to the
7 Labor Code.

8 41. **Superiority:** A class action is superior to other available methods for the fair and
9 efficient adjudication of the controversy, particularly in the context of wage and hour litigation where
10 an individual Plaintiff lacks the financial resources to vigorously prosecute separate lawsuits against
11 corporate defendants. A class action is superior to other available means for fair and efficient
12 adjudication of Class members' claims and offers significant benefits to the parties and the court. A
13 class action will allow a number of similarly situated persons to simultaneously and efficiently
14 prosecute their common claims in a single forum without the unnecessary duplication of effort and
15 expense that numerous individual actions would entail. The individual monetary amounts due to many
16 Class members may not be large enough on their own for individual Class members to obtain legal
17 representation and relief. Moreover, a class action will serve important public interests by enabling the
18 non-waivable statutory rights of Class members to be effectively asserted, and fundamental public
19 policies to be vindicated, in one proceeding. A class action will also provide a means for vindicating
20 the rights of workers who are less likely to come forward to assert their rights based on fears of
21 reprisal. Finally, a class action will prevent the potential for inconsistent or contradictory judgments
22 inherent in individual litigation and address the problems inherent in random and fragmentary
23 enforcement.

24 42. Plaintiff intends to send notice to all members of the Class to the extent required by
25 Labor Code section 382. The names and addresses of the Class are available from Defendants.

26 VI. **CLIENT-EMPLOYER LIABILITY**

27 43. Plaintiff re-alleges and incorporates by reference each preceding paragraph of the
28 complaint as if fully alleged herein.

1 44. Plaintiff alleges that the Silver Bay Defendants are corporations engaged in the business
2 of food processing, packing, and wholesale distribution.

3 45. Plaintiff alleges that Defendant Reddion supplied Plaintiff and other workers in the
4 Class to perform labor at warehouse controlled by Silver Bay Defendants and in their usual course of
5 business.

6 46. Plaintiff alleges that Defendant Reddion functioned as a labor contractor with respect to
7 Silver Bay Defendants in that Defendant Reddion recruited and employed Plaintiff and other workers
8 in the Class to render services in connection with the warehouse work.

9 47. Plaintiff alleges Defendant Reddion is a “labor contractor” as defined by Section 2810.3
10 of the California Labor Code.

11 48. Plaintiff alleges Defendant Reddion provided Plaintiff and other workers in the Class to
12 perform labor in warehouses controlled by the Silver Bay Defendants through their usual course of
13 business.

14 49. Plaintiff alleges that Defendant Reddion is a “client employer” as defined by Section
15 2810.3 of the California Labor Code with respect to all hours worked by Plaintiff and other Class
16 Members and, as such, shares liability for the payment of wages to Plaintiff and other Class Members.

17 **VII. JOINT EMPLOYER LIABILITY**

18 50. Plaintiff re-alleges and incorporates by reference each preceding paragraph of the
19 complaint as if fully alleged herein.

20 51. Plaintiff alleges the work performed for the Silver Bay Defendants by Plaintiff and
21 other workers in the Class is or was an integral part of their overall business operation of food
22 processing, packing, and wholesale distribution by the Silver Bay Defendants.

23 52. Plaintiff alleges the work performed by Plaintiff and other workers in the Class for the
24 Silver Bay Defendants is or was a step in food processing, packing, and wholesale distribution.

25 53. Plaintiff alleges that the Silver Bay Defendants exercised control over wages, hours, and
26 working conditions; suffered or permitted employees to work without proper compensation; and
27 otherwise engaged employees to work.

28 54. Plaintiff alleges that food processing, packing, and wholesale distribution is repetitive

1 work requiring skills acquired with relatively little training.

2 55. For these and other reasons, the Silver Bay Defendants are liable as joint employers of
3 Plaintiff and other members of the Class.

4 **VIII. CAUSES OF ACTION**

5 **FIRST CAUSE OF ACTION**

6 **Failure to Pay Legal Minimum Wage**

7 (Violation of the Wage Orders and Labor Code sections 204, 210, 1194, 1194.2 and 1197 and Local
8 Ordinances)

9 Plaintiff, on Behalf of Himself and the Class, Against All Defendants

10 56. Plaintiff re-alleges and incorporates the above allegations above as if fully stated herein.

11 57. At all relevant times, Defendants have been subject to Labor Code and Wage Order
12 provisions requiring compensation at no less than the legal minimum wage. Defendants violated the
13 Wage Orders and Labor Code sections 200, *et seq.*, 223, 1194 and 1197 by failing to compensate
14 Plaintiff and, on information and belief, the Class for all hours worked at the legal minimum rates
15 established in California and various municipalities where employees worked.

16 58. At all times relevant to this action, Plaintiff and the Class were entitled to compensation
17 at rates that were not less than the legal minimum wage, pursuant to the Local Ordinance, Wage
18 Orders and Labor Code sections 1182.12, 1194 and 1197. Defendants violated these provisions by
19 failing to fully compensate all hours worked at the applicable wage rates.

20 59. Defendants' conduct violates provisions the Wage Orders and Labor Code. Defendants
21 have violated Labor Code section 223 by secretly paying Plaintiff and, on information and belief, the
22 Class less than the rates designated by statute or contract while purporting to pay the designated rates,
23 and have also violated Labor Code sections 204 and 204b by failing to pay all wages owed weekly or
24 semi-monthly, entitling Plaintiff and the Class to penalties and damages pursuant to Labor Code
25 section 210.

26 60. Pursuant to Labor Code section 1194.2, because Plaintiff seeks to recover wages in this
27 action on behalf of himself and the Class resulting from Defendants' payment of a wage less than the
28 minimum wage fixed by an order of the commission or by statute, they are entitled to recover
liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

61. Wherefore, Plaintiff seeks unpaid wages, interest, costs and attorneys' fees in amounts to be proven at trial on behalf of himself and the Class.

SECOND CAUSE OF ACTION

Failure to Pay Overtime Wages

(Violation of Wage Orders and Labor Code sections 510, 1194, 1198)

Plaintiff, on Behalf of Himself and the Class, Against All Defendants

62. Plaintiff re-alleges and incorporates the above allegations above as if fully stated herein.

63. At all relevant times, Defendants have been subject to Labor Code and Wage Order provisions requiring overtime compensation, including the applicable Wage Orders and Labor Code sections 510, 1194, 1198. California law requires overtime compensation at the rate of one and one-half (1.5) times the regular rate of pay for hours in excess of eight (8) in a workday and 40 in a workweek. Similarly, these overtime provisions require overtime pay at the rate of twice the regular rate of pay for hours in excess of 12 in a workday and eight (8) on any seventh day of a workweek (i.e., doubletime pay).

64. At all times relevant to this action, Plaintiff and, on information and belief, the Class have worked in excess of eight (8) hours in a workday and 40 hours in a workweek without compensation for all hours worked at the required overtime rates.

65. Defendants violated these provisions by failing to compensate for all hours worked in excess of the overtime and doubletime thresholds at the required premium wage rates. As a result, Defendants' conduct violates provisions of the Wage Orders and Labor Code.

66. Wherefore, Plaintiff seeks unpaid wages, interest, costs and attorneys' fees in amounts to be proven at trial on behalf of himself and the Class.

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 and the Class, Against All Defendants

67. Plaintiff re-alleges and incorporates the above allegations above as if fully stated herein.

68. 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

1 with a meal period of at least thirty (30) minutes, or for a work period of more than ten (10) hours
2 without a second meal period of at least thirty (30) minutes. California law requires the meal periods
3 to be off duty, without interruption, and the first meal period of the day must occur within five (5)
4 hours from the start of the shift.

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

11 70. The applicable Wage Orders echo the provisions of Sections 226.7 and 512 of the Labor
12 Code governing meal periods. For example, Wage Order 1(11), provides as follows:

13 (A) No employer shall employ any person for a work period of more than five
14 (5) hours without a meal period of not less than 30 minutes, except that when a
15 work period of not more than six (6) hours will complete the day's work the
16 meal period may be waived by mutual consent of the employer and employee.
17 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.

18 (B) An employer may not employ an employee for a work period of more than
19 ten (10) hours per day without providing the employee with a second meal
20 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.

21 (C) Unless the employee is relieved of all duty during a 30 minute meal period,
22 the meal period shall be considered an "on duty" meal period and counted as
23 time worked. An "on duty" meal period shall be permitted only when the nature
24 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
25 to. The written agreement shall state that the employee may, in writing, revoke
the agreement at any time.

26 (D) If an employer fails to provide an employee a meal period in accordance
27 with the applicable provisions of this order, the employer shall pay the
28 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.

71. 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 Plaintiff and, on information and belief, the Class with a timely net thirty (30) minute meal period within the first five (5) hours of work that was completely off duty, or a second thirty (30) minute meal period when workers worked more than ten (10) or twelve (12) hours per day.

72. Plaintiff and, on information and belief, the Class did not waive meal periods, and Plaintiff is informed and believes and thereon allege that valid meal period waivers were not in place or were not voluntarily consented to.

73. Defendants are therefore liable for meal period premium wages, pursuant to Labor Code section 226.7.

74. Wherefore, Plaintiff seeks unpaid wages, interest, and costs in amounts to be proven at trial on behalf of himself and the Class.

FOURTH CAUSE OF ACTION

Failure to Provide Rest Breaks, or Premium Wages in Lieu Thereof

(Violation of Wage Orders and Labor Code sections 226.7)

Plaintiff, on Behalf of Himself and the Class, Against All Defendants

75. Plaintiff re-alleges and incorporates the above allegations above as if fully stated herein.

76. 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 1(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.

77. At all times relevant to this action, Defendants failed to authorize and permit rest periods to Plaintiff and, on information and belief, the Class with of at least net ten (10) minutes of time completely off duty at a rate of one rest period for shifts greater than three and one-half (3½) hours up to six (6) hours, two rest breaks for shifts greater than six (6) hours up to ten (10) hours, and three rest breaks for shifts greater than ten (10) hours up to fourteen (14) hours, and so on.

78. Defendants are therefore liable for rest break premium wages, pursuant to Labor Code section 226.7.

79. Wherefore, Plaintiff seeks unpaid wages, interest, and costs in amounts to be proven at trial on behalf of himself and the Class.

FIFTH CUASE OF ACTION

Willful Failure to Pay All Wages Owed Timely Upon Discharge or Resignation

(Violation of Labor Code sections 201 and 202)

Plaintiff, on Behalf of Himself and the Class, Against All Defendants

80. Plaintiff re-alleges and incorporates the above allegations above as if fully stated herein.

81. 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.

82. Defendants have willfully failed to pay all wages owed to Plaintiff and, on information and belief, members of the Class 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, Plaintiff's and the Class member's wages continue from the due date for up to 30 days at this daily rate, pursuant to Labor Code section 203.

83. Wherefore, Plaintiff seeks waiting time penalties and costs in amounts to be proven at trial on behalf of himself and the Class.

SIXTH CAUSE OF ACTION

Failure to Provide Accurate Itemized Wage Statements

(Violation of Labor Code section 226 and the Wage Orders)

Plaintiff, on Behalf of Himself and the Class, Against All Defendants

84. Plaintiff re-alleges and incorporates the above allegations above as if fully stated herein.

1 85. California Labor Code section 226(a) provides, in relevant part, that every employer
2 must furnish each employee with an itemized wage statement that accurately shows the following:

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

16 86. At all times relevant to this action, Defendants have failed to provide accurate itemized
17 wage statements, in violation of Labor Code section 226. Plaintiff and, on information and belief,
18 other members of the class were given wage statements that failed to list the gross and net wages
19 earned, total hours worked, all applicable rates of pay and corresponding number of hours at each rate
20 of pay, inclusive dates of the pay period, the number of piece-rate units earned and any applicable
21 piece rate, all deductions.

22 87. Defendants' failure to comply with the requirements of Labor Code section 226 and
23 provide accurate wage statements was knowing and intentional within the meaning of that provision.
24 Plaintiff and members of the putative Class are deemed to have suffered injury pursuant to Labor Code
25 section 226(e).

26 88. Pursuant to Labor Code section 226(e), Plaintiff and Class members are entitled to
27 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a
28 violation occurs and one hundred dollars (\$100) for each violation in a subsequent pay period, not to
exceed an aggregate penalty of four thousand dollars (\$4,000).

 89. Wherefore, Plaintiff seeks damages, penalties, injunctive relief, attorney's fees and cost
of suit in amounts to be proven at trial on behalf of himself and the Class.

- a. Failing to maintain accurate time records of the start and end of work periods and meal periods;
- b. Failure to compensate for all hours worked within the meaning of the Wage Orders;
- c. Failure to comply with the legal minimum wage set forth under California law and various local ordinances, in violation of the Wage Orders, Labor Code and local ordinances;
- d. Failure to comply with the overtime laws set forth in the Wage Orders, Labor Code and local ordinances;
- e. Failure to pay rest period premiums for non-compliance with the rest period requirements of the Labor Code and Wage Orders;
- f. Failure to pay meal period premiums for non-compliance with the meal period provisions of the Labor Code and Wage Orders;
- g. Failure to pay all wages owed timely upon termination of the employment relationship, as required by Labor Code section 201 and 202;
- h. Failure to maintain accurate payroll records in violation of Labor Code section 1174.

98. On information and belief, at all times relevant to this action, Plaintiff and the Class have 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 and doubletime wages, unpaid meal period and rest break premium wages, and reimbursement of expenses from Plaintiff and the Class by means of unfair competition as a result of Defendants' unlawful failure to pay those wages, and related failures to maintain accurate records, in violation of the requirements of the Labor Code and the Wage Orders.

99. 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 Plaintiff and the Class by means of unfair competition in amounts subject to proof at trial. Plaintiff also seeks to prevent Defendants from continuing to engage in the unlawful and/or unfair business practices alleged herein.

100. 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.

3 101. Wherefore, Plaintiff seeks restitution of wages and the economic value of benefits
4 unlawfully denied to Plaintiff and the Class by Defendants in amounts subject to proof.

5 **NINTH CAUSE OF ACTION**

6 Civil Penalties Pursuant to California's Private Attorney General Act
(Violation of Labor Code sections 2698, *et seq.*)

7 Plaintiff, on Behalf of the State and Aggrieved Employees, Against All Defendants

8 102. Plaintiff re-alleges and incorporates the above allegations above as if fully stated herein.

9 103. Plaintiff brings this cause of action on behalf the State of California with respect to the
10 labor law violations he and all other current or former non-exempt employees experienced during the
11 relevant time-period as alleged in this complaint.

12 104. Defendants violated the Labor Code by failing to compensate Plaintiff and other current
13 and former employees for wages owed, failing to pay premium wages, failing to issue accurate
14 itemized wage statements, and maintaining policies and practices described in this complaint. As such,
15 Defendants have violated the Plaintiff's rights and, on information and belief, the rights of other
16 current or former employees who worked for Defendants as non-exempt employees.

17 105. Defendants are liable for civil penalties under PAGA for the Wage Order and Labor
18 Code violations described in this complaint. Plaintiff alleges that Defendants violated: sections 201-
19 202, 256 and 1197.1 subjecting Defendants to liability for waiting time penalties based on willful
20 (section 203) failure to pay all wages owed timely upon separation from employment; sections 200,
21 204, 204b, and 210 by failing to pay all wages owed weekly, semi-monthly or when due; sections 221,
22 223 for secretly paying less than the statutory or contractual rate; sections 226.7, 512 and 558 for
23 failing to provide rest breaks and meal periods, or premium wages in lieu thereof; sections 226 and
24 226.3 for providing inaccurate wage statements; sections 510, 511 and 1198 for failing to pay
25 overtime; sections 558 and 1197.1 for penalties for violation of the minimum wage and failure to pay
26 all overtime; sections 1174 and 1174.5 for failing to maintain required payroll records; and sections
27 1194, 1194.2 , 1197 and 1197.1 for failure to pay minimum wage or paying less than the applicable
28 state or local law.

106. PAGA permits an individual to recover civil penalties on behalf of themselves and other current or former employees for violations of the Labor Code. Labor Code section 2699(a).

107. Plaintiff has complied with Labor Code section 2699.3 by giving written notice to Defendants and the LWDA of the alleged Labor Code and Wage Order violations, and the facts and theories supporting those violations.

108. Wherefore, Plaintiff seeks civil penalties for the State of California and Aggrieved Employees, as well as attorney's fees, costs and interest, in amounts subject to proof at trial.

IX. PRAYER FOR RELIEF

WHEREFORE, Plaintiff pray 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.*, 510, 511, 1194, 1197, 1198;

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

3. For an order awarding unpaid overtime, minimum wage and a minimum wage liquidated damages under Labor Code sections 1194 and 1194.2;

4. For an order awarding attorney's fees pursuant to Labor Code section 1194;

5. For an order awarding meal period premium wages pursuant to Labor Code section 226.7;

6. For an order awarding rest break premium wages pursuant to Labor Code section 226.7;

7. For an order awarding “waiting time” penalties under California Labor Code section 203;

8. For an order awarding penalties, injunctive relief, attorney's fees and costs pursuant to Labor Code section 226;

9. For an order awarding penalties, injunctive relief and attorney's fees pursuant to Labor Code section 1198.5;

10. For an order awarding earned but unpaid wages as equitable relief to Plaintiff and the Class under the UCL for a period that extends the statute of limitations or recovery period for wages to

1 four years;

2 11. For a declaratory judgment that the actions, conduct, and practices of Defendants
3 complained of herein constitute unfair business practices under the UCL;

4 12. For an injunction and order permanently restraining and enjoining Defendants from
5 engaging in and continuing the unlawful policies and practices complained of herein;

6 13. For an order certifying a class pursuant to Code of Civil Procedure section 382;

7 14. For an order appointing Plaintiff as class representative;

8 15. For an order appointing counsel for Plaintiff as class counsel;

9 16. For an award of civil penalties payable to Plaintiff, the State of California, and other
10 current or former employees under PAGA for each violation of the Labor Code and Wage Order
11 described in this complaint, including but not limited to penalties under Labor Code sections 200, 204,
12 204b, 210, 223, 226, 226.3, 226.7, 256, 510, 512, 558, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
13 2802, 2699(a), 2699(f), and other provisions described in this complaint.

14 17. For an award of attorneys' fees and costs pursuant to Labor Code section 2699(g).

15 18. For an order awarding reasonable attorney's fees and costs, including expert witness
16 fees, pursuant to Code of Civil Procedure section 1021.5 and other provisions of the Labor Code;

17 19. For an order awarding interest to the extent permitted by law;

18 20. For an order awarding costs and expenses of this action; and

19 21. For such other and further relief as the Court deems just and proper.

20 **X. DEMAND FOR JURY TRIAL**

21 Plaintiff demands a trial by jury on claims so triable.

22
23 Dated: July 5, 2023

ADVOCATES FOR WORKER RIGHTS LLP

24
25 

26 Marco A. Palau
27 Joseph D. Sutton
28 Eric S. Trabucco
Attorneys for Plaintiff