

Filed
Superior Court of California,
Sacramento
06/06/2023
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By _____, Deputy
34-2022-00326421-CU-OI

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF SACRAMENTO – GORDON D. SCHABER COURTHOUSE

10 SHELBY L. HIGLEY, JOHN REID BARNETT,
and PEGGY GIBSON individually, and on behalf
11 of all others similarly situated,

12 Plaintiffs,

13 v.

14 TRACTOR SUPPLY COMPANY, a Delaware
corporation; and DOES 1 through 10, inclusive,
15

16 Defendants.

Case No.: 34-2022-00326421-CU-OE-GDS
Assigned for all purposes to Lauri Damrell,
Department 28

REPRESENTATIVE ACTION

**SECOND AMENDED PRIVATE
ATTORNEYS GENERAL ACT COMPLAINT
FOR VIOLATIONS OF THE CALIFORNIA
LABOR CODE**

Higley PAGA, Case No.	
LWDA-CM-863862-22:	January 20, 2022
Barnett PAGA, Case No.	
LWDA-CM-917710-22:	November 3, 2022
Gibson PAGA, Case No.	
LWDA-CM-934519-23:	February 7, 2023
Action Filed:	September 8, 2022
FAC Filed:	November 4, 2022
Trial Date:	None Set

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1 overtime wages in compliance with the California Labor Code and IWC Wage
2 Orders;

- 3 b. Failing to provide employees with timely and duty-free meal periods in compliance
4 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
5 records of all meal periods taken or missed, and failing to pay an additional hour's
6 pay for each workday a meal period violation occurred;
- 7 c. Failing to authorize and permit employees to take timely and duty-free rest periods
8 in compliance with the California Labor Code and IWC Wage Orders, and failing
9 to pay an additional hour's pay for each workday a rest period violation occurred;
- 10 d. Failing to indemnify employees for necessary business expenses incurred;
- 11 e. Willfully failing to pay employees all minimum wages, overtime wages, meal
12 period premium wages, and rest period premium wages due within the time period
13 specified by California law when employment terminates; and
- 14 f. Failing to maintain accurate records of the hours that employees worked, and
15 g. Failing to provide employees with accurate, itemized wage statements containing
16 all the information required by the California Labor Code and IWC Wage Orders.

17 5. On information and belief, Defendants, each on actual and constructive notice of the
18 improprieties alleged herein, intentionally refused to rectify their unlawful policies. Defendants'
19 violations, as alleged above, during all relevant times herein were willful and deliberate.

20 6. At all relevant times, Defendants were and are legally responsible for all of the unlawful
21 conduct, policies, practices, acts and omissions as described in each and all of the foregoing paragraphs
22 as the employer of Plaintiffs and Aggrieved Employees. Further, Defendants are responsible for each of
23 the unlawful acts or omissions complained of herein under the doctrine of "respondeat superior".

24 **THE PARTIES**

25 **A. Plaintiffs**

26 7. Plaintiff Shelby H. Higley is a California resident who worked for Defendants in the
27 County of Sacramento, State of California, as a team member from approximately February 2021 to June
28 2021.

1 8. Plaintiff John Reid Barnett is a California resident who worked for Defendants primarily
2 in the County of Kern, State of California, as an assistant store manager from approximately April 2017
3 to November 2021.

4 9. Plaintiff Peggy Gibson is a California resident that worked for Defendants primarily in the
5 County of Kern, State of California, as a freight and backup cashier from approximately June 2018 to
6 March 2022.

7 10. Plaintiffs reserve the right to seek leave to amend this complaint to add new Plaintiffs, if
8 necessary, in order to establish suitable representative(s) pursuant to *La Sala v. American Savings and*
9 *Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

10 B. Defendants

11 11. Plaintiffs are informed and believe, and based upon that information and belief allege, that
12 Defendant TRACTOR SUPPLY COMPANY, is:

- 13 a. A Delaware corporation with its principal place of business in Sacramento,
14 California.
- 15 b. A business entity conducting business in numerous counties throughout the State
16 of California, including in Sacramento County; and
- 17 c. The former employer of Plaintiff, and the current and/or former employer of the
18 putative Class. Defendants suffered and permitted Plaintiff and Aggrieved
19 Employees to work, and/or controlled their wages, hours, or working conditions.

20 12. Plaintiffs do not currently know the true names or capacities of the persons or entities sued
21 herein as Does 1-10, inclusive, and therefore sue said Defendants by such fictitious names. Each of the
22 Doe Defendants was in some manner legally responsible for the damages suffered by Plaintiffs, the Class,
23 and the Aggrieved Employees as alleged herein. Plaintiffs will amend this complaint to set forth the true
24 names and capacities of these Defendants when they have been ascertained, together with appropriate
25 charging allegations, as may be necessary.

26 13. At all times mentioned herein, the Defendants named as Does 1-10, inclusive, and each of
27 them, were residents of, doing business in, availed themselves of the jurisdiction of, and/or injured a
28 significant number of the Plaintiffs and Aggrieved Employees in the State of California.

14. Plaintiffs are informed and believe and thereon allege that at all relevant times each Defendant, directly or indirectly, or through agents or other persons, employed Plaintiffs and the other employees described in the class definitions below, and exercised control over their wages, hours, and working conditions. Plaintiffs are informed and believe and thereon allege that, at all relevant times, each Defendant was the principal, agent, partner, joint venturer, officer, director, controlling shareholder, subsidiary, affiliate, parent corporation, successor in interest and/or predecessor in interest of some or all of the other Defendants, and was engaged with some or all of the other Defendants in a joint enterprise for profit, and bore such other relationships to some or all of the other Defendants so as to be liable for their conduct with respect to the matters alleged below. Plaintiffs are informed and believe and thereon allege that each Defendant acted pursuant to and within the scope of the relationships alleged above, that each Defendant knew or should have known about, and authorized, ratified, adopted, approved, controlled, aided and abetted the conduct of all other Defendants.

PAGA REPRESENTATIVE ALLEGATIONS

15. Plaintiff Higley is a California resident who worked for Defendants in the County of Sacramento, State of California, as team member from approximately February 2021 to June 2021. During the statutory period, Defendants classified Plaintiff Higley as non-exempt from California's overtime requirements and paid Plaintiff Higley an hourly wage.

16. Plaintiff Higley has exhausted administrative remedies pursuant to California Labor Code § 2699.3. On January 20, 2022, Plaintiff Higley gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff Higley and certain current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff Higley also paid the filing fee. Plaintiff Higley's PAGA case number is LWDA-CM-863862-22. More than 65 days have elapsed since Plaintiff Higley provided notice, but the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in the notice. Accordingly, Plaintiff Higley may commence a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code described in this Complaint. These penalties include, but are not limited to, penalties under California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

17. Plaintiff Barnett is a California resident who worked for Defendants primarily in the County of Kern, State of California, as an assistant store manager from approximately April 2017 to November 2021. During the statutory period, Defendants classified Plaintiff Barnett as non-exempt from California's overtime requirements and paid Plaintiff Barnett an hourly wage.

18. On November 3, 2022, Plaintiff Barnett gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff Barnett and certain current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff Barnett also paid the filing fee. Plaintiff Barnett's PAGA case number is LWDA-CM-917710-22. While not more than 65 days have elapsed since Plaintiff Barnett provided notice, Plaintiff Barnett is an aggrieved employee, who is aware of Plaintiff Higley's PAGA case, Case No. LWDA-CM-863862-22, and is aware the Labor and Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code violations discussed in Plaintiff Higley's notice. Accordingly, Plaintiff Barnett qualifies as an aggrieved employee, whose allegations are being adjudicated now, and who wishes to assist Plaintiff Higley's efforts to vindicate California's rights. (*See Williams v. Superior Court* (2017) 3 Cal.5th 531, 548.) Hence, Plaintiff Barnett may commence a civil action to recover penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code described in this Complaint as a participant in the existing action or alternatively as an independent action when 65 days lapse from Plaintiff Barnett's notice. These penalties include, but are not limited to, penalties under California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

19. Plaintiff Gibson is a California resident who worked for Defendants primarily in the County of Kern, State of California, as a freight and backup cashier from approximately June 2018 to March 2022. During the statutory period, Defendants classified Plaintiff Gibson as non-exempt from California's overtime requirements and paid Plaintiff Gibson an hourly wage.

20. On February 7, 2023, Plaintiff Gibson gave written notice by online filing to the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code that Defendants have violated against Plaintiff Gibson and certain current and former aggrieved employees, including the facts and theories to support the violations. Plaintiff Gibson also paid

1 the filing fee. Plaintiff Gibson's PAGA case number is LWDA-CM-934519-23. Plaintiff Gibson is an
2 aggrieved employee, who is aware of Plaintiff Higley's PAGA case, Case No. LWDA-CM-863862-22
3 and Plaintiff Barnett PAGA case, Case No. LWDA-CM-917710-22, and is aware the Labor and
4 Workforce Development Agency has not indicated that it intends to investigate Defendants' Labor Code
5 violations discussed in Plaintiff Higley's or Plaintiff Barnett's notice. Accordingly, Plaintiff Gibson
6 qualifies as an aggrieved employee, whose allegations are being adjudicated now, and who wishes to assist
7 Plaintiff Higley's and Plaintiff Barnett's efforts to vindicate California's rights. (*See Williams v. Superior*
8 *Court* (2017) 3 Cal.5th 531, 548.) Hence, Plaintiff Gibson may commence a civil action to recover
9 penalties under Labor Code § 2699, pursuant to § 2699.3, for the violations of the Labor Code described
10 in this Complaint as a participant in the existing action or alternatively as an independent action when 65
11 days lapse from Plaintiff Gibson's notice. These penalties include, but are not limited to, penalties under
12 California Labor Code §§ 1194, 2802, 226, and 2699(f)(2).

13 21. Throughout the statutory period, Defendants failed to pay Plaintiffs for all hours worked
14 (including minimum wages and overtime wages), failed to provide Plaintiffs with uninterrupted meal
15 periods, failed to authorize and permit Plaintiffs to take uninterrupted rest periods, failed to indemnify
16 Plaintiffs for necessary business expenses, failed to timely pay all final wages to Plaintiffs when
17 Defendants terminated Plaintiffs' employment, and failed to furnish accurate wage statements to
18 Plaintiffs. As discussed below, Plaintiffs' experience working for Defendants was typical and illustrative.

19 22. Throughout the statutory period, Defendants maintained a policy and practice of not paying
20 Plaintiffs and Aggrieved Employees for all hours worked, including all overtime wages. Defendants
21 regularly use a system of time rounding in a manner that resulted, over a period of time, in failing to
22 compensate Plaintiffs and Aggrieved Employees properly for all the time they have actually worked, even
23 though the realities of Defendants' operations are such that it is possible, practical, and feasible to count
24 and pay for work time to the minute. As a result, Defendants frequently paid Plaintiffs and Aggrieved
25 Employees less than all their work time, some of which should have been paid at the overtime rate. In
26 maintaining a practice of not paying all wages owed, Defendants failed to maintain accurate records of
27 the hours Plaintiffs and Aggrieved Employees worked.

28 23. Throughout the statutory period, Defendants have wrongfully failed to provide Plaintiffs

1 and Aggrieved Employees with legally compliant meal periods. Defendants sometimes, but not always,
2 required Plaintiffs, the Class, and the Aggrieved Employees to work in excess of five consecutive hours a
3 day without providing 30-minute, continuous and uninterrupted, duty-free meal period for every five hours
4 of work, or without compensating Plaintiffs and Aggrieved Employees for meal periods that were not
5 provided by the end of the fifth hour of work or tenth hour of work. Defendants also did not adequately
6 inform Plaintiffs and Aggrieved Employees of their right to take a meal period by the end of the fifth hour
7 of work, or, for shifts greater than 10 hours, by the end of the tenth hour of work. Accordingly, Defendants'
8 policy and practice was to not provide meal periods to Plaintiffs and Aggrieved Employees in compliance
9 with California law.

10 24. Throughout the statutory period, Defendants have wrongfully failed to authorize and
11 permit Plaintiffs and Aggrieved Employees to take timely and duty-free rest periods. Defendants
12 sometimes, but not always, required Plaintiffs and Aggrieved Employees to work in excess of four
13 consecutive hours a day without Defendants authorizing and permitting them to take a 10-minute,
14 continuous and uninterrupted, rest period for every four hours of work (or major fraction of four hours),
15 or without compensating Plaintiffs and Aggrieved Employees for rest periods that were not authorized or
16 permitted. Defendants also did not adequately inform Plaintiffs, the Class, and the Aggrieved Employees
17 of their right to take a rest period. Moreover, Defendants did not have adequate policies or practices
18 permitting or authorizing rest periods for Plaintiffs and Aggrieved Employees, nor did Defendants have
19 adequate policies or practices regarding the timing of rest periods. Defendants also did not have adequate
20 policies or practices to verify whether Plaintiffs and Aggrieved Employees were taking their required rest
21 periods. Accordingly, Defendants' policy and practice was to not authorize and permit Plaintiffs and
22 Aggrieved Employees to take rest periods in compliance with California law.

23 25. Throughout the statutory period, Defendants wrongfully required Plaintiffs and Aggrieved
24 Employees to pay expenses that they incurred in direct discharge of their duties for Defendants without
25 reimbursement. For example, Plaintiffs and Aggrieved Employees were required to use their own personal
26 cellular telephones for work, without reimbursement. Also, Plaintiffs and Aggrieved Employees were
27 required to use their personal vehicles for work purposes, without reimbursement of automobile expenses,
28 including mileage and gas.

1 26. Throughout the statutory period, Defendants willfully failed and refused to timely pay
2 Plaintiffs and Aggrieved Employees at the conclusion of their employment all wages for all minimum
3 wages, overtime wages, meal period premium wages, and rest period premium wages. Defendants also
4 did not pay the final wages timely after termination.

5 27. Throughout the statutory period, Defendants failed to furnish Plaintiffs and Aggrieved
6 Employees with accurate, itemized wage statements showing all applicable hourly rates, and all gross and
7 net wages earned (including correct hours worked, correct wages earned for hours worked, correct
8 overtime hours worked, correct wages for meal periods that were not provided in accordance with
9 California law, correct wages for rest periods that were not authorized and permitted to take in accordance
10 with California law, and Defendant's address). Further, the wage statements do not show Defendant's
11 address as required by California law. As a result of these violations of California Labor Code § 226(a),
12 the Plaintiffs and Aggrieved Employees suffered injury because, among other things:

- 13 a. the violations led them to believe that they were not entitled to be paid minimum
14 wages, overtime wages, meal period premium wages, and rest period premium
15 wages to which they were entitled, even though they were entitled;
- 16 b. the violations led them to believe that they had been paid the minimum, overtime,
17 meal period premium, and rest period premium wages, even though they had not
18 been;
- 19 c. the violations led them to believe they were not entitled to be paid minimum,
20 overtime, meal period premium, and rest period premium wages at the correct
21 California rate even though they were;
- 22 d. the violations led them to believe they had been paid minimum, overtime, meal
23 period premium, and rest period premium wages at the correct California rate even
24 though they had not been;
- 25 e. the violations hindered them from determining the amounts of minimum, overtime,
26 meal period premium, and rest period premium owed to them;
- 27 f. in connection with their employment before and during this action, and in
28 connection with prosecuting this action, the violations caused them to have to

1 perform mathematical computations to determine the amounts of wages owed to
2 them, computations they would not have to make if the wage statements contained
3 the required accurate information;

4 g. by understating the wages truly due them, the violations caused them to lose
5 entitlement and/or accrual of the full amount of Social Security, disability,
6 unemployment, and other governmental benefits; and

7 h. the wage statements inaccurately understated the wages, hours, and wages rates to
8 which Plaintiff and Aggrieved Employees were entitled, and Plaintiff and
9 Aggrieved Employees were paid less than the wages and wage rates to which they
10 were entitled.

11 Thus, Plaintiffs and Aggrieved Employees are owed the amounts provided for in California Labor Code
12 § 226(e).

13 **ADDITIONAL FACTUAL ALLEGATIONS**

14 **Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked**

15 **(Cal. Labor Code §§ 204, 1182.11, 1197, 1198; IWC Wage Order, § 4)**

16 28. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
17 through 27 in this Complaint and all other factual allegations consistent with the violations of law alleged
18 herein.

19 29. "Hours worked" is the time during which an employee is subject to the control of an
20 employer and includes all the time the employee is suffered or permitted to work, whether or not required
21 to do so.

22 30. At all relevant times herein mentioned, Defendants knowingly failed to pay to Plaintiffs
23 and Aggrieved Employees compensation for all hours they worked. By their failure to pay compensation
24 for each hour worked as alleged above, Defendants willfully violated the provisions of Section 1194 of
25 the California Labor Code, and any additional applicable Wage Orders, which require such compensation
26 to non-exempt employees. As part of Defendants' illegal wage payment policies and practices, Defendants
27 routinely deprived Plaintiffs and Aggrieved Employees of all minimum wages earned and due by
28 requiring, permitting or suffering Plaintiffs and Aggrieved Employees to work off the clock, work through

1 meal and rest periods, by illegally and inaccurately recording time during which Plaintiffs and Aggrieved
2 Employees worked, by failing to properly maintain Plaintiffs' and Aggrieved Employees' records, by
3 failing to provide accurate itemized wage statements to Plaintiffs and Aggrieved Employees for each pay
4 period while failing to compensate Plaintiffs and Aggrieved Employees for all minimum wages for all
5 hours worked as required under California Labor Code §§ 1182.11, 1197, 1198 and IWC Wage Order, §
6 4.

7 31. Accordingly, Plaintiffs and Aggrieved Employees are entitled to recover minimum wages
8 for all non-overtime hours worked for Defendants.

9 32. By and through the conduct described above, Plaintiffs and Aggrieved Employees have
10 been deprived of their rights to be paid wages earned by virtue of their employment with Defendants.

11 33. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiffs
12 and Aggrieved Employees for their non-overtime hours worked without pay, Plaintiffs and Aggrieved
13 Employees suffered, and will continue to suffer, damages in amounts which are presently unknown to
14 Plaintiffs and Aggrieved Employees, but which exceed the jurisdictional minimum of this Court, and
15 which will be ascertained according to proof at trial.

16 34. By failing to keep adequate time records required by California Labor Code § 1174(d),
17 Defendants have made it difficult to calculate the full extent of minimum wage compensation due
18 Plaintiffs and Aggrieved Employees.

19 35. Pursuant to California Labor Code section 1194.2, Plaintiffs and Aggrieved Employees are
20 entitled to recover liquidated damages (double damages) for Defendants' failure to pay minimum wages.

21 36. California Labor Code section 204 requires employers to provide employees with all wages
22 due and payable twice a month. Throughout the statute of limitations period applicable to this cause of
23 action, Plaintiffs and Aggrieved Employees were entitled to be paid twice a month at rates required by
24 law, including minimum wages. However, during all such times, Defendants systematically failed and
25 refused to pay Plaintiffs and Aggrieved Employees all such wages due and failed to pay those wages twice
26 a month.

27 37. Plaintiffs and Aggrieved Employees are also entitled to seek recovery of all unpaid
28 minimum wages, interest, and reasonable attorneys' fees and costs pursuant to California Labor Code §§

1 218.5, 218.6, and 1194(a).

2 38. Defendants have knowingly and willfully refused to perform their obligations to
3 compensate Plaintiffs and Aggrieved Employees for all minimum wages earned and all hours worked in
4 violation of California Labor Code §§ 1182.11, 1197, 1198 and IWC Wage Order, § 4.

5 **Against all Defendants for Failure to Pay Overtime Wages**

6 **(Cal. Labor Code §§ 204, 510, 1198; IWC Wage Order, § 3)**

7 39. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
8 through 27 in this Complaint and all other factual allegations consistent with the violations of law alleged
9 herein.

10 40. California Labor Code § 510 provides that employees in California shall not be employed
11 more than eight (8) hours in any workday or forty (40) hours in a workweek unless they receive additional
12 compensation beyond their regular wages in amounts specified by law.

13 41. California Labor Code §§ 1194 and 1198 provide that employees in California shall not be
14 employed more than eight hours in any workday unless they receive additional compensation beyond their
15 regular wages in amounts specified by law. Additionally, California Labor Code § 1198 states that the
16 employment of an employee for longer hours than those fixed by the Industrial Welfare Commission is
17 unlawful.

18 42. At all times relevant hereto, Plaintiffs and Aggrieved Employees have worked more than
19 eight hours in a workday, as employees of Defendants.

20 43. At all times relevant hereto, Defendants failed to pay Plaintiffs and Aggrieved Employees
21 overtime compensation for the hours they have worked in excess of the maximum hours permissible by
22 law as required by California Labor Code § 510 and 1198. Plaintiffs and Aggrieved Employees are
23 regularly required to work overtime hours. As part of Defendants' illegal wage payment policies and
24 practices, Defendants routinely deprived Plaintiffs and Aggrieved Employees of all overtime wages
25 earned and due by requiring, permitting or suffering Plaintiffs and Aggrieved Employees to work off the
26 clock, work through meal and rest periods, by illegally and inaccurately recording time during which
27 Plaintiffs and Aggrieved Employees worked, by failing to properly maintain Plaintiffs and Aggrieved
28 Employees' records, by failing to provide accurate itemized wage statements to Plaintiffs and Aggrieved

1 Employees for each pay period while failing to compensate Plaintiffs and Aggrieved Employees for all
2 overtime wages calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in
3 excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the
4 seventh consecutive workday, and at two (2) times the regular rate of pay for all hours worked in excess
5 of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
6 consecutive day of work in any workweek as required under California Labor Code §§ 510, 1198 and
7 IWC Wage Order, § 3.

8 44. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to
9 the Plaintiffs and Aggrieved Employees for their overtime hours worked, Plaintiffs and Aggrieved
10 Employees have suffered, and will continue to suffer, damages in amounts which are presently unknown
11 to them but which exceed the jurisdictional minimum of this Court and which will be ascertained
12 according to proof at trial.

13 45. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants
14 have made it difficult to calculate the full extent of overtime compensation due to Plaintiffs and Aggrieved
15 Employees.

16 46. Plaintiffs and Aggrieved Employees also request recovery of overtime compensation
17 according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well
18 as the assessment of any statutory penalties against Defendants, in a sum as provided by the California
19 Labor Code and/or other statutes.

20 47. California Labor Code § 204 requires employers to provide employees with all wages due
21 and payable twice a month. The Wage Orders also provide that every employer shall pay to each
22 employee, on the established payday for the period involved, overtime wages for all overtime hours
23 worked in the payroll period. Defendants failed to provide Plaintiffs and Aggrieved Employees with all
24 compensation due, in violation of California Labor Code § 204.

25 48. Defendants have knowingly and willfully refused to perform their obligations to
26 compensate Plaintiffs and Aggrieved Employees for all overtime wages earned and all hours worked in
27 violation of California Labor Code §§ 510, 1198 and IWC Wage Order, § 3.

28 ///

Against All Defendants for Failure to Provide Meal Periods

(Cal. Labor Code §§ 226.7, 512, 1198; IWC Wage Order, § 11)

49. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 27 in this Complaint and all other factual allegations consistent with the violations of law alleged herein.

50. Under California law, Defendants have an affirmative obligation to relieve the Plaintiffs and Aggrieved Employees of all duty in order to take their first daily meal periods no later than the start of Plaintiffs and Aggrieved Employees' sixth hour of work in a workday, and to take their second meal periods no later than the start of the eleventh hour of work in the workday. Section 512 of the California Labor Code, and Section 11 of the applicable Wage Orders require that an employer provide unpaid meal periods of at least 30 minutes for each five-hour period worked. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any meal period mandated under any Wage Order.

51. Despite these legal requirements, Defendants regularly failed to provide Plaintiffs and Aggrieved Employees with both meal periods as required by California law. By their failure to permit and authorize Plaintiffs and Aggrieved Employees to take all meal periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted meal periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders. As part of Defendants' illegal wage payment policies and practices, Defendants routinely deprived Plaintiffs and Aggrieved Employees of all wages earned and due by requiring, permitting or otherwise suffering Plaintiffs and Aggrieved Employees to take less than a 30-minute meal period, or to work through them, by failing to relieve them of all duties during their purported meal periods, and by failing otherwise provide timely and uninterrupted meal periods to Plaintiffs and Aggrieved Employees as required under California Labor Code §§ 226.7, 512, 1198 and IWC Wage Order, § 11.

52. Under California law, Plaintiffs and Aggrieved Employees are entitled to be paid one hour of additional wages for each workday he or she was not provided with all required meal period(s), plus interest thereon.

53. Defendants further violated California Labor Code §§ 226.7, 512, 1198 and IWC Wage

Order, § 11 by failing to compensate Plaintiffs and Aggrieved Employees, who were not provided with timely and uninterrupted meal periods, one additional hour of compensation at each employee's regular rate of pay for each workday that a meal period was not provided.

Against All Defendants for Failure to Authorize and Permit Rest Periods

(Cal. Labor Code §§ 226.7, 1198; IWC Wage Order, § 12)

54. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1 through 27 in this Complaint and all other factual allegations consistent with the violations of law alleged herein.

55. Defendants are required by California law to authorize and permit breaks of 10 uninterrupted minutes for each four hours of work or major fraction of four hours (i.e. more than two hours). Section 512 of the California Labor Code, the applicable Wage Orders require that the employer permit and authorize all employees to take paid rest periods of 10 minutes each for each 4-hour period worked. Thus, for example, if an employee's work time is 6 hours and ten minutes, the employee is entitled to two rest breaks. Each failure to authorize rest breaks as so required is itself a violation of California's rest break laws. It is a violation of Section 226.7 of the California Labor Code for an employer to require any employee to work during any rest period mandated under any Wage Order.

56. Despite these legal requirements, Defendants failed to authorize Plaintiffs and Aggrieved Employees to take rest breaks, regardless of whether employees worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiffs and Aggrieved Employees to take rest periods as alleged above (or due to the fact that Defendants made it impossible or impracticable to take these uninterrupted rest periods), Defendants willfully violated the provisions of Section 226.7 of the California Labor Code and the applicable Wage Orders. As part of Defendants' illegal wage payment policies and practices, Defendants routinely deprived Plaintiffs and Aggrieved Employees of all wages earned and due by requiring, permitting or otherwise suffering Plaintiffs and Aggrieved Employees to take less than a 10-minute rest period, or to work through them, by failing to relieve them of all duties during their purported rest periods, and by failing to otherwise provide timely and uninterrupted rest periods to Plaintiffs and Aggrieved Employees as required under California Labor Code §§ 226.7, 1198 and IWC Wage Order, § 12.

1 57. Under California law, Plaintiffs and Aggrieved Employees are entitled to be paid one hour
2 of premium wages rate for each workday he or she was not provided with all required rest break(s), plus
3 interest thereon.

4 58. Defendants further violated California Labor Code §§ 226.7, 1198 and IWC Wage Order,
5 § 12 by failing to compensate Plaintiffs and Aggrieved Employees, who were not provided with timely
6 and uninterrupted rest periods, one additional hour of compensation at each employee's regular rate of
7 pay for each workday that a rest period was not provided.

8 **Against All Defendants for Failure to Indemnify Necessary Business Expenses**
9 **(Cal. Labor Code § 2802)**

10 59. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
11 through 27 in this Complaint and all other factual allegations consistent with the violations of law alleged
12 herein.

13 60. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay
14 and indemnify the Plaintiffs and Aggrieved Employees for their necessary expenditures and losses
15 incurred in direct consequence of the discharge of their duties or of their obedience to directions of
16 Defendants. As part of Defendants' illegal wage payment policies and practices, Defendants routinely
17 failed to indemnify Plaintiffs and Aggrieved Employees for all necessary expenditures or losses incurred
18 by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience
19 to the directions of the employer including, but not limited to, expenses for personal vehicle use and
20 cellular phone use for work-related communications and other purposes, as required under California
21 Labor Code § 2802(a).

22 61. As a result, Plaintiffs and Aggrieved Employees were damaged at least in the amounts of
23 the expenses they paid, or which were deducted by Defendants from their wages.

24 62. Plaintiffs and Aggrieved Employees they represent are entitled to attorney's fees, expenses,
25 and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section
26 2802(b).

27 63. Defendants knowingly and intentionally failed indemnify Plaintiffs and Aggrieved
28 Employees for all necessary expenditures or losses in violation of California Labor Code § 2802(a).

(Cal. Labor Code §§ 201, 202, 203)

68. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days. As part of Defendants' illegal wage payment policies and practices, Defendants routinely deprived Plaintiffs and Aggrieved Employees of all timely wage payments due to discharged and quitting employees by either failing to compensate Plaintiffs and Aggrieved Employees all earned and unpaid wages immediately at the time of discharge as required under California

1 Labor Code § 201 or by failing to pay earned and unpaid wages no later than 72 hours after the employee
2 quit his or her employment, unless the employee provided 72 hours previous notice of his or her intention
3 to quit, in which case the employee was entitled to his or wages at the time of quitting as required under
4 California Labor Code § 202, and by failing to pay Plaintiffs and Aggrieved Employees waiting time
5 penalties in the form of continued compensation to the employee at the same rate for up to 30 workdays
6 as required under California Labor Code § 203.

7 69. Plaintiffs and Aggrieved Employees are entitled to recover from Defendants their
8 additionally accruing wages for each day they were not paid, at their regular hourly rate of pay, up to 30
9 days maximum pursuant to California Labor Code § 203.

10 70. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiffs and Aggrieved
11 Employees are also entitled to an award of reasonable attorneys' fees, interest, expenses, and costs
12 incurred.

13 71. Defendants have knowingly and willfully refused to perform their obligations to
14 compensate Plaintiffs and Aggrieved Employees for wage payments due to discharged and quitting
15 employees in violation of California Labor Code §§ 201, 202 and 203.

16 **Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage**
17 **Records**

18 (Cal. Labor Code §§ 226, 1174(d); IWC Wage Order, § 7)

19 72. Plaintiffs incorporate by reference and re-allege as if fully stated herein paragraphs 1
20 through 27 in this Complaint and all other factual allegations consistent with the violations of law alleged
21 herein.

22 73. At all material times set forth herein, California Labor Code § 226(a) provides that every
23 employer shall furnish each of his or her employees an accurate itemized wage statement in writing
24 showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the
25 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid
26 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
27 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the
28 period for which the employee is paid, (7) the name of the employee and the last four digits of his or her

1 social security number or an employee identification number other than a social security number, (8) the
2 name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during
3 the pay period and the corresponding number of hours worked at each hourly rate by the employee.

4 74. Defendants have intentionally and willfully failed to provide employees with complete and
5 accurate wage statements. The deficiencies include, among other things, the failure to correctly identify
6 the gross wages earned by Plaintiffs and Aggrieved Employees, the failure to list the true "total hours
7 worked by the employee," and the failure to list the true net wages earned. As part of Defendants' illegal
8 wage payment policies and practices, Defendants routinely failed to maintain accurate records including,
9 but not limited to, time records showing when Plaintiffs and Aggrieved Employees began and ended each
10 work period, time records showing when Plaintiffs and Aggrieved Employees began and ended each meal
11 period, time records showing the total daily hours Plaintiffs and Aggrieved Employees' worked, payroll
12 records showing the total wages paid to Plaintiffs and Aggrieved Employees including the value of all
13 compensation actually furnished, and records showing the total worked during the payroll period and
14 applicable rates of pay as required under California Labor Code §§ 226, 1174(d) and IWC Wage Order, §
15 7.

16 75. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiffs and
17 Aggrieved Employees have suffered injury and damage to their statutorily-protected rights.

18 76. Specifically, Plaintiffs and Aggrieved Employees have been injured by Defendants'
19 intentional violation of California Labor Code § 226(a) because they were denied both their legal right to
20 receive, and their protected interest in receiving, accurate, itemized wage statements under California
21 Labor Code § 226(a).

22 77. Calculation of the true wage entitlement for Plaintiffs and Aggrieved Employees is difficult
23 and time consuming. As a result of this unlawful burden, Plaintiffs and Aggrieved Employees were also
24 injured as a result of having to bring this action to attempt to obtain correct wage information following
25 Defendants' refusal to comply with many of the mandates of California's Labor Code and related laws
26 and regulations.

27 78. Plaintiffs and Aggrieved Employees are entitled to recover from Defendants their actual
28 damages caused by Defendants' failure to comply with California Labor Code § 226(a).

1 79. Plaintiffs and Aggrieved Employees are also entitled to injunctive relief, as well as an
2 award of attorney's fees and costs to ensure compliance with this section, pursuant to California Labor
3 Code § 226(h).

4 80. Defendants have knowingly and willfully refused to perform their obligations to provide
5 Plaintiffs and Aggrieved Employees with timely and accurate wage statements in violation of California
6 Labor Code § 226(a) and applicable IWC Wage Orders.

7 **FIRST CAUSE OF ACTION**

8 **Civil Penalties Under the Labor Code Private Attorneys General Act of 2004**

9 (Cal. Labor Code §§ 2698, *et seq.*)

10 81. Plaintiffs refer to and incorporate by reference all facts alleged in the foregoing paragraphs
11 consistent with this cause of action as if fully set forth herein.

12 82. At all times herein mentioned, Defendants were subject to the Labor Code of the State of
13 California and the applicable Industrial Welfare Commission Orders.

14 83. California Labor Code § 2699(a) specifically provides for a private right of action to
15 recover penalties for violations of the Labor Code: "Notwithstanding any other provision of law, any
16 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
17 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or
18 employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought
19 by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant
20 to the procedures specified in Section 2699.3."

21 84. Plaintiffs are each an "aggrieved employee" within the meaning of California Labor Code
22 § 2699(c), and a proper representative to bring a civil action on behalf of themselves and other current and
23 former employees of Defendants pursuant to the procedures specified in California Labor Code § 2699.3
24 because Plaintiffs were employed by Defendants and the alleged violations of the California Labor Code
25 were committed against Plaintiffs during the relevant period. Accordingly, Plaintiffs seek to recover civil
26 penalties through a representative action permitted by PAGA and the California Supreme Court in *Arias*
27 *v. Superior Court* (2009) 46 Cal.4th 969. Thus, class certification is not required.

28 85. Pursuant to PAGA, California Labor Code §§ 2698, *et seq.*, Plaintiffs seek to recover civil

1 penalties from Defendants including, but not limited to, penalties for Defendants' violations of California
2 Labor Code §§ 201, 202, 203, 204, 226, 226(a), 226.7, 510, 512, 1174(d), 1182.11, 1197, 1198 and 2802
3 in a representative action.

4 86. Pursuant to California Labor Code § 2699(a), Plaintiffs seek civil penalties for Defendants'
5 violations of California Labor Code provisions for which a civil penalty is specifically provided including,
6 but not limited to, the following:

7 a. Pursuant to California Labor Code § 210, for Defendants' violations of California
8 Labor Code § 204, Plaintiffs seek an award and Defendants' payment of civil penalties "[f]or any initial
9 violation, one hundred dollars (\$100) for each failure to pay each employee" and "[f]or each subsequent
10 violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each
11 employee, plus 25 percent of the amount unlawfully withheld."

12 b. Pursuant to California Labor Code § 226.3, for Defendants' violations of California
13 Labor Code § 226(a), Plaintiffs seek an award and Defendants' payment of civil penalties "in the amount
14 of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand
15 dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to
16 provide the employee a wage deduction statement or fails to keep the records required in subdivision (a)
17 of Section 226."

18 c. Pursuant to California Labor Code § 558(a), for Defendants' violations of
19 California Labor Code §§ 510, 512 and IWC Wage Order, § 3, Plaintiffs seek an award and Defendants'
20 payment of civil penalties "[f]or any initial violation, fifty dollars (\$50) for each underpaid employee for
21 each pay period for which the employee was underpaid" and "[f]or each subsequent violation, one hundred
22 dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid[.]"

23 d. Pursuant to California Labor Code § 1174.5, for violations of California Labor
24 Code § 1174(d), Defendants are subject to a civil penalty of five hundred dollars (\$500).

25 e. Pursuant to California Labor Code § 1197.1, for Defendants' violations of
26 California Labor Code §§ 1182.11, 1197 and IWC Wage Order, § 4, Plaintiffs seek an award and
27 Defendants' payment of civil penalties "[f]or any initial violation that is intentionally committed, one
28 hundred dollars (\$100) for each underpaid employee for each pay period for which the employee is

1 underpaid” and “[f]or each subsequent violation for the same specific offense, two hundred fifty dollars
2 (\$250) for each underpaid employee for each pay period for which the employee is underpaid regardless
3 of whether the initial violation is intentionally committed.”

4 87. In the alternative, and in keeping with California Labor Code § 2699(f), which provides
5 that for all California Labor Code violations for which a civil penalty is not specifically provided, the
6 following civil penalties are established: one hundred dollars (\$100) for each aggrieved employee per pay
7 period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period
8 for each subsequent violation, Plaintiffs seek such civil penalties under Labor Code § 2699(f) for
9 Defendants’ violations of California Labor Code provisions for which a civil penalty is not specifically
10 provided including, but not limited to, for Defendants’ violations of California Labor Code §§ 201, 202,
11 203, 204, 226, 226(a), 226.7, 510, 512, 1174(d), 1182.11, 1197, 1198 and 2802 and the applicable IWC
12 Wage Order provisions alleged herein.

13 88. Plaintiffs additionally seek reasonable attorney’s fees and costs pursuant to California
14 Labor Code § 2699(g)(1).

15 **PRAYER FOR RELIEF**

16 **WHEREFORE**, Plaintiffs, individually and on behalf of Aggrieved Employees respectfully pray
17 for relief against Defendants, and each of them, as follows:

18 1. That the Court declare, adjudge and decree that Defendants violated the California Labor
19 Code by failing to pay all wages owed, including overtime, failing to provide meal periods, failing to
20 maintain accurate records of meal periods, failing to authorize and permit rest breaks, failing to indemnify
21 necessary business expenses, failing to timely pay final wages at termination, and failing to provide
22 accurate itemized wage statements;

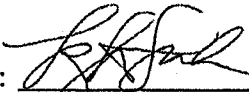
23 2. For, notwithstanding anything to the contrary stated herein, civil penalties within the scope
24 of all civil penalties allowed under PAGA, according to proof including, but not limited to, the amount of
25 all civil penalties authorized by California Labor Code §§ 210, 225.5, 226.3, 226.8, 558(a), 1174.5,
26 1197.1, 2699(f) or any other applicable civil penalty provisions authorized under California law;

27 3. For reasonable attorney’s fees and costs pursuant to California Labor Code § 2699(g)(1)
28 and/or any other applicable provisions providing for attorney’s fees and costs; and

1 4. For such further relief that the Court may deem just and proper.

2 DATED: June 6, 2023

Respectfully Submitted,
MOON & YANG, APC

3
4
5 By: 
KANE MOON
ROY K. SUH

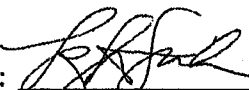
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7 Attorneys for Plaintiffs SHELBY L. HIGLEY,
JOHN REID BARNETT, and PEGGY GIBSON

8 **DEMAND FOR JURY TRIAL**

9 Plaintiffs hereby demand a jury trial with respect to all issues triable by jury as of right.

10 DATED: June 6, 2023

Respectfully Submitted,
MOON & YANG, APC

11
12
13 By: 
KANE MOON
ROY K. SUH

14
15 Attorneys for Plaintiffs SHELBY L. HIGLEY,
JOHN REID BARNETT, and PEGGY GIBSON

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017. On the date indicated below, I served the following document or documents:

1. SECOND AMENDED PRIVATE ATTORNEYS GENERAL ACT COMPLAINT FOR VIOLATIONS OF THE CALIFORNIA LABOR CODE

☐ By United States Mail. I enclosed the documents in a sealed envelope or package addressed to the person(s) at the address(es) listed below (specify one):

☐ deposited the sealed envelope with the United States Postal Service as first-class mail, postage prepaid, requiring a return receipt.

☐ deposited the sealed envelope with the United States Postal Service, with the postage fully prepaid.

☐ placed the envelope for collection and mailing, following our ordinary business practices. I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.

I am a resident or employed in the county where the mailing occurred. The envelope or package was placed in the mail at Los Angeles, California.

☒ By E-Mail: Based on an agreement of the parties to accept service by e-mail transmission, I caused the documents to be sent to the person(s) at the e-mail address(es) listed below. The transmission was either reported as being sent, complete and without error, or I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☐ By Electronic Service: Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASE ANYWHERE.

Sarah Kroll-Rosenbaum (Cal. SBN 272358)
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Facsimile: (213) 627-6342

Attorneys for Defendant TRACTOR SUPPLY COMPANY

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on June 6, 2023.


Karen Castillo