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Superior Court of California
County of Sonoma
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By: Travis Lyman, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SONOMA**

SHANNON BLANCAS, an individual,

Plaintiff,

vs.

PERDUE FOODS LLC, a Maryland
limited liability company; SCOTT
FITZPATRICK, an individual;
NATHAN BRYNER, an individual; and
DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 24CV02614

COMPLAINT FOR:

- 1. FAILURE TO PAY
OVERTIME/DOUBLE TIME WAGES
DUE (Cal. *Labor Code* §§ 510, 511, 558,
1194, 1198; IWC Wage Order No. 8);**
- 2. FAILURE TO PROVIDE REST
PERIODS (Cal. *Labor Code* § 226.7; IWC
Wage Order No. 8);**
- 3. FAILURE TO PROVIDE TIMELY OFF
DUTY MEAL PERIODS (Cal. *Labor Code*
§§ 226.7, 512; IWC Wage Order No. 8);**
- 4. WAITING TIME PENALTIES (Cal. *Labor*
Code §226; IWC Wage Order No. 8);**
- 5. FAILURE TO PAY WAGES DUE UPON
TERMINATION (Cal. *Labor Code* §§201-
203);**
- 6. FAILURE TO REIMBURSE BUSINESS
EXPENSES (Cal. *Labor Code* §2802);**
- 7. FAILURE TO PAY FOR UNIFORM
MAINTENANCE (Cal. *Labor Code* §
2802);**
- 8. FAILURE TO PROVIDE DAY OF REST
(Cal. *Labor Code* §§ 551, 552);**
- 9. FAILURE TO ALLOW INSPECTION OF
EMPLOYMENT RECORDS (Cal. *Labor*
Code §1198.5);**
- 10. WILLFUL MISCLASSIFICATION AS
EXEMPT (IWC Wage Order No. 8); and**

1 **11. UNFAIR COMPETITION (Cal. Bus. & Prof.**
2 **Code §§17200 et seq.**

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7 **DEMAND FOR A JURY TRIAL**
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10 Shannon Blancas (“Plaintiff”) alleges the following:
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12 **PARTIES**

13 1. Plaintiff was, at all times relevant to the matters alleged herein, over age 18 and
14 a resident of Arlington, Washington.

15 2. Plaintiff is informed and believes, and based on that information and belief,
16 alleges, Defendant Perdue Foods LLC (“PERDUE”) is, and at all times mentioned herein was,
17 a Maryland limited liability company, with a principal place of business at 31149 Old Ocean
18 City Road, Salisbury, MD 21804. Defendant has been authorized to do business and has been
19 doing business in the County of Sonoma.

20 3. Plaintiff alleges on information and belief that Defendant Scott Fitzpatrick
21 (“Scott”) is an individual, who at all times relevant herein, was a resident of California. Scott is
22 a Live Production Manager at PERDUE.

23 4. Plaintiff alleges on information and belief that Defendant Nathan Bryner
24 (“Nathan”) (collectively with PERDUE and Scott “Defendants”) is an individual, who at all
25 times relevant herein, was a resident of California. Nathan is a Manager in the Human
26 Resources Department of PERDUE.

27 5. Starting in or about May 2017 and continuing through August 19, 2022,
28 PERDUE employed Plaintiff as a Hatchery Manager in Santa Rosa, California. Plaintiff

1 ensured that the eggs were processed, created and managed a crew, shipped trucks to the farm
2 and performed tasks similar to all other employees on the hatchery floor.

3 6. Plaintiff is ignorant of the true names and capacities of the defendants sued
4 herein as DOES 1 through 100, inclusive, and therefore Plaintiff sues these defendants by such
5 fictitious names and capacities. Plaintiff will amend her Complaint to show their true names
6 and capacities when they have been ascertained. Plaintiff is informed and believes and thereon
7 alleges that at all times relevant, each of these fictitiously named DOE Defendants was an
8 individual person who owned, controlled, or managed the business for which Plaintiff worked
9 and/or who directly or indirectly exercised operational control over the wages, hours, and
10 working conditions of Plaintiff. These DOE Defendants held ownership, officer, director and/or
11 executive positions with the remaining Defendants, and acted on behalf of the remaining
12 Defendants, which included decision-making responsibility for, and establishment of, illegal
13 payroll practices and policies for Defendants which have damaged Plaintiff and others similarly
14 situated. Therefore, DOES 1 through 100, in addition to the remaining Defendants, are
15 "employers" as a matter of law and personally liable on the causes of action alleged herein
16 pursuant to Labor Code §558, as well as other California wage and hour laws and regulations
17 as alleged herein.

18 7. Plaintiff is informed and believes and thereon alleges that at least some of the
19 Defendant DOES 1 through 100 are, and at all times relevant hereto were, persons,
20 corporations or other business entities organized and existing under and by virtue of the laws
21 of the State of California, and are/were qualified to transact and conduct business in the State
22 of California, and did transact and conduct business in the State of California, and are thus
23 subject to the jurisdiction of the State of California. Specifically, said DOES 1 through 100
24 maintain offices, operate businesses, employ persons, and conduct business in, and illegally
25 pay employees by illegal payroll practices and policies in the County of Sonoma.

26 8. Plaintiff is informed and believes and thereon alleges, that at all times relevant
27 herein, the named defendants and at least some of DOES 1 through 100 were the agents,
28 employees, and/or servants, masters, or employers of the remaining DOES 1 through 100, and

1 in doing the things herein alleged, were acting within the course and scope of such agency or
2 employment, and with the approval and ratification of each of the other defendants.

3 9. Plaintiff is informed and believes and thereon alleges that Defendants, and each
4 of them, directly employed or exercised control over her wages, hours, or working conditions.

5 10. Plaintiff is further informed and believes, and thereon alleges, that each of the
6 fictitiously named Defendants aided and assisted the named Defendants in committing the
7 wrongful acts alleged herein, and that Plaintiff's damages were proximately caused by each
8 defendant.

9 11. At all times relevant herein, each of the named defendants was the agent of the
10 other named defendants and in doing the things alleged herein, was acting within the course
11 and scope of said agency.

12 JURISDICTION AND VENUE

13 12. This Court has jurisdiction over this Complaint under Code of Civil Procedure
14 §410.10 and *Business & Professions Code* §§ 17200 *et seq.*

15 13. Venue is proper in this Court pursuant to *Code of Civil Procedure* §§ 395 and
16 395.5, because the claims made, and the *Labor Code* violations as against the persons identified
17 herein, occurred in the County of Sonoma and because Defendant owned and operated their
18 business in the County of Sonoma.

19 Employment Information

20 14. Plaintiff was an employee of PERDUE since in or about May 2017 and worked
21 as a Hatchery Manager. While employed by PERDUE, Plaintiff was paid \$94,000 per year.
22 Plaintiff was employed at PERDUE until August 19, 2022, when she was terminated.

23 Wage and Hour Violations

24 15. The employment by Defendant of Plaintiff is governed by Industrial Welfare
25 Commission Wage Order 8, which covers those persons employed in the industries handling
26 products after harvest.

27 16. Defendants willfully misclassified Plaintiff as exempt in violation of Wage
28 Order 8.

1 17. Under California law, non-exempt employees as defined by Wage Order 8, are
2 entitled to overtime wages for work in excess of 8 hours per day.

3 18. Under California law, non-exempt employees as defined by Wage Order 8, are
4 entitled to double time wages for work in excess of 12 hours per day.

5 19. As a result of PERDUE's failure to pay Plaintiff at required overtime/double
6 time rates, the wage statements issued to her did not comply with *Labor Code* §226 and
7 California Industrial Welfare Commission ("IWC") Wage Order 8 in that they did not
8 accurately reflect all wages earned and due and owing. Further, Plaintiff was provided an
9 inaccurate W-2 for wages earned in 2022, which contained amounts that she was not paid by
10 PERDUE relating to moving expenses, which PERDUE has failed to correct.

11 20. As a further result of PERDUE's failure to pay Plaintiff at required
12 overtime/double time rates, when Plaintiff left their employ, she was not timely paid all wages
13 due her, as required by *Labor Code* §§ 201, 202 and Wage Order No. 8

14 21. Under California law, non-exempt employees as defined by Wage Order 8, are
15 entitled to a 30-minute lunch period for each 5 hours worked, a 10-minute paid rest break for
16 every four hours worked, or major fraction thereof. Non-exempt employees are also entitled to
17 one hour of pay at their regular pay rate for each day the requisite rest and/or meal periods are
18 not provided. PERDUE failed to afford Plaintiff a second meal break on days when she worked
19 between 14 or more hours. Further, the one meal break per day that she was afforded was
20 routinely interrupted and/or afforded late. PERDUE also failed to afford Plaintiff rest breaks.

21 22. PERDUE required Plaintiff to use her personal vehicle for work-related
22 purposes to drive to obtain food for employees, safety supplies and attend meetings. Plaintiff
23 was not reimbursed for her gas, mileage and vehicle wear and tear expenses.

24 23. Plaintiff was required to wear a uniform, however, PERDUE did not reimburse
25 her for the cost of the uniform.

26 24. PERDUE failed to pay Plaintiff for days of rest.

27 25. PERDUE failed to provide Plaintiff with her personnel records.
28

1 26. Pursuant to the California Labor Code, Plaintiff intends to file a notice with
2 Labor and Workforce Development Agency (LWDA) and pursue claims against Defendants
3 under the Private Attorney General Act (PAGA). As such, Plaintiff further reserves the right to
4 amend this Complaint once she completes and complies with the provisions under the law.
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6 **FIRST CAUSE OF ACTION**

7 **(Failure to Pay Overtime/Double Time in Violation of Labor Code §§510, 511, 558, 1194,**
8 **1194.3, 1198 and Wage Order 8 By Plaintiff Against all Defendants and Does 1-100)**

9 27. Plaintiff realleges and incorporates by reference all of the allegations set forth in
10 this Complaint.

11 28. During Plaintiff's entire employment with PERDUE, pursuant to Cal. Lab. Code
12 §§200, 510, 1194, and 1198, and IWC Wage Order No. 8, PERDUE was required to
13 compensate Plaintiff with premium pay for all overtime performed, for hours worked in excess
14 of eight (8) hours per day and/or forty (40) hours per week and for the first eight (8) hours on
15 the seventh (7th) consecutive day of any work week. Further, PERDUE was required to
16 compensate Plaintiff with premium pay for all double-time performed, for hours worked in
17 excess of twelve (12) hours per workday and for work in excess of eight hours on any seventh
18 day of a workweek.

19 29. At all times relevant herein, Cal. Lab. Code §1194(a) provided that an employee
20 who had not been paid overtime/double time compensation could recover the unpaid balance of
21 the full amount of overtime/double time wages due, including interest thereon, together with
22 reasonable attorneys' fees and costs of suit.

23 30. California Labor Code section 510, subdivision (a), states in relevant part:

24 Any work in excess of 12 hours in one day shall be compensated at the rate of
25 no less than twice the regular rate of pay for an employee. In addition, any work
26 in excess of eight hours on any seventh day of a workweek shall be compensated
27 at the rate of no less than twice the regular rate of pay of an employee.

28 31. Further, California Labor Code section 1198 provides,

1 The maximum hours of work and the standard conditions of labor fixed by the
2 commission shall be the maximum hours of work and the standard conditions
3 of labor for employees. The employment of any employee for longer hours than
4 those fixed by the order or under conditions of labor prohibited by the order is
5 unlawful.

6 32. Pursuant to IWC Wage Order No. 8-2001, § 3, "Employment beyond eight (8)
7 hours in any workday is permissible provided the employee is compensated for such overtime
8 at not less than: ... (b) Double the employee's regular rate of pay for all hours worked in excess
9 of 12 hours in any workday and for all hours worked in excess of eight (8) hours on the seventh
10 (7th) consecutive day of work in a workweek."

11 33. California Labor Code section 558 provides in pertinent part:

12 (a) Any employer or other person acting on behalf of an employer who
13 violates, or causes to be violated, a section of this chapter or any
14 provision regulating hours and days of work in any order of the
15 Industrial Welfare Commission shall be subject to a civil penalty as
follows:

16 (1) For any initial violation, fifty dollars (\$50) for each underpaid
17 employee for each pay period for which the employee was underpaid in
addition to an amount sufficient to recover underpaid wages.

18 (2) For each subsequent violation, one hundred dollars (\$100) for each
19 underpaid employee for each pay period for which the employee was
20 underpaid in addition to an amount sufficient to recover underpaid
wages.

21 (3) Wages recovered pursuant to this section shall be paid to the affected
22 employee...

23 (c) The civil penalties provided for in this section are in addition to any
24 other civil or criminal penalty provided by law.

25 34. Plaintiff was required to work in excess of 12-hour shifts, but was not paid
26 overtime/double time. Instead, she was paid at her regular rate of pay. Further, Plaintiff
27 routinely worked at least at 14-hour shift seven consecutive days, without being paid double
28 time by Defendants.

1 35. Throughout Plaintiff's employment, Defendants failed and refused to pay and
2 properly calculate overtime/double time compensation to Plaintiff as required by law.

3 36. Pursuant to Cal. Labor Code §558.1:

4 (a) Any employer or other person acting on behalf of an employer, who
5 violates, or causes to be violated, any provision regulating...hours and days of
6 work in any order of the Industrial Welfare Commission, or violates, or causes
7 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
8 such violation.

9 (b) For purposes of this section, the term "other person acting on behalf of
10 an employer" is limited to a natural person who is an owner, director, officer, or
11 managing agent of the employer, and the term "managing agent" has the same
12 meaning as in subdivision (b) of Section 3294 of the Civil Code.

13 (c) Nothing in this section shall be construed to limit the definition of
14 employer under existing law.

15 37. Scott and Nathan are persons acting on behalf of PERDUE and are therefore
16 liable to Plaintiff as an employer. Defendants caused the laws relating to overtime/double time
17 to be violated.

18 38. The foregoing overtime/double time compensation is owed and unpaid. As a
19 direct and proximate result of Defendants' failure and refusal to pay overtime/double time
20 compensation, Plaintiff suffered damages in the amount of at least \$150,000.00, to be proven at
21 trial.

22 39. Pursuant to Cal. Lab. Code §1194(a), Plaintiff, who retained the services of legal
23 counsel in order to enforce Plaintiff's rights to overtime/double time pay, is entitled to recover
24 Plaintiff's attorneys' fees, costs and interest.

25 **SECOND CAUSE OF ACTION**

26 **(Failure to Provide Rest Breaks in Violation of Labor Code §226.7**

27 **– By Plaintiff Against all Defendants Does 1 through 100)**

1 40. Plaintiff realleges and incorporates by reference all of the allegations set forth in
2 this Complaint.

3 41. Labor Code § 226.7 and the applicable Wage Order provide that employers shall
4 authorize and permit all employees to take rest periods at the rate of ten minutes net rest time
5 per four hours of work, or major fraction thereof.

6 42. Labor Code § 226.7 and the applicable Wage Order provide that if an employer
7 fails to provide an employee with rest periods in accordance with those provisions, the
8 employer shall pay the employee one hour of pay at the employee's regular rate of
9 compensation for each workday that the rest periods were not so provided.

10 43. Defendants have intentionally and improperly denied rest periods to Plaintiff in
11 violation of Labor Code § 226.7 and the applicable Wage Order.

12 44. At all times relevant hereto, Plaintiff has worked 14 or more hours daily.

13 45. At all times relevant hereto, Defendants failed to provide rest periods as required
14 by Labor Code § 226.7 and the applicable Wage Order. Plaintiff was never afforded any rest
15 breaks.

16 46. Pursuant to Cal. Labor Code §558.1:

17 (c) Any employer or other person acting on behalf of an employer, who
18 violates, or causes to be violated, any provision regulating...hours and days of
19 work in any order of the Industrial Welfare Commission, or violates, or causes
20 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
21 such violation.

22 (d) For purposes of this section, the term “other person acting on behalf of
23 an employer” is limited to a natural person who is an owner, director, officer, or
24 managing agent of the employer, and the term “managing agent” has the same
25 meaning as in subdivision (b) of Section 3294 of the Civil Code.

26 (c) Nothing in this section shall be construed to limit the definition of
27 employer under existing law.

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47. Scott and Nathan are persons acting on behalf of PERDUE and are therefore liable to Plaintiff as an employer. Defendants caused the laws relating to rest breaks to be violated.

48. By virtue of Defendants' unlawful failure to provide rest periods to the Plaintiff, Plaintiff has suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff, but which exceed the jurisdictional limits of the Court and which will be ascertained according to proof at trial.

THIRD CAUSE OF ACTION

(Compensation for Required Meal Periods Not Provided - Cal. Lab. Code §§ 226.7, 512 –

By Plaintiff against all Defendants and Does 1 through 100)

49. Plaintiff realleges and incorporates by reference all of the allegations set forth in this Complaint.

50. California Labor Code §226.7(a) prohibits an employer from requiring an employee to work during any meal period mandated by an applicable Industrial Wage Order. Section 226.7(b) of the California Labor Code provides that "[a]n employer shall not require an employee to work during a meal or rest break or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission..."

51. California Labor Code §1198 makes unlawful the employment of an employee under conditions the IWC prohibits.

52. The applicable Wage Order provides, in relevant part: "No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30-minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and the employee."

53. The applicable Wage Order further provides, in relevant part: "Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

1 54. Section 512(a) of the California Labor Code provides, in relevant part, that:
2 An employer may not employ an employee for a work period of more than five
3 hours per day without providing the employee with a meal period of not less
4 than 30-minutes, except that if the total work period per day of the employee is
5 no more than six hours, the meal period may be waived by mutual consent of
6 both the employer and employee. An employer may not employ an employee for
7 a work period of more than 10 hours per day without providing the employee
8 with a second meal period of not less than 30-minutes, except that if the total
9 hours worked is no more than 12 hours, the second meal period may be waived
10 by mutual consent of the employer and the employee only if the first meal
11 period was not waived.

12 55. The Labor Code and Wage Order provisions cited above require California
13 employers to provide employees with off-duty 30-minute meal periods on or before the fifth
14 hour of their shifts. To satisfy this obligation, California employers must: (1) make employees
15 aware of their right to off-duty 30-minute meal periods before the fifth hour of their shifts, and
16 (2) ensure that employees are actually free of job duties for thirty minutes per day on or before
17 the fifth hour of their shifts.

18 56. Defendants violated Labor Code § 512 and the applicable IWC Wage Order by
19 failing to provide Plaintiff the requisite 30-minute meal periods and second meal periods on
20 days when she worked 12 or more hours, required by law. Plaintiff was only afforded 1 meal
21 period per day even though she routinely worked at least a 14-hour shift. Further, Plaintiff's
22 meal breaks were routinely interrupted and/or afforded late, after the sixth hour.

23 57. Pursuant to Cal. Labor Code §558.1:

24 (a) Any employer or other person acting on behalf of an employer, who
25 violates, or causes to be violated, any provision regulating...hours and days of
26 work in any order of the Industrial Welfare Commission, or violates, or causes
27 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
28 such violation.

1 (b) For purposes of this section, the term “other person acting on behalf of
2 an employer” is limited to a natural person who is an owner, director, officer, or
3 managing agent of the employer, and the term “managing agent” has the same
4 meaning as in subdivision (b) of Section 3294 of the Civil Code.

5 (c) Nothing in this section shall be construed to limit the definition of
6 employer under existing law.

7 58. Scott and Nathan are persons acting on behalf of PERDUE and is therefore
8 liable to Plaintiff as an employer. Defendants caused the laws relating to meal breaks to be
9 violated.

10 59. Defendants further violated the applicable IWC Wage Order and Labor Code
11 § 226.7 by failing to pay one hour of compensation to Plaintiff at her individual and regular rate
12 of pay for each work day that the meal period was not provided, in an amount according to
13 proof. This amount remains owed and unpaid.

14 60. Cal. Labor Code § 218 authorizes Plaintiff to bring a private right of action to
15 recover wages due based on the deprivation of timely meal periods under Cal. Labor Code
16 § 226.7(b).

17 61. As a direct and proximate result of Defendants’ unlawful conduct as alleged
18 herein, Plaintiff has sustained economic damages, including but not limited to unpaid wages
19 and lost interest, in an amount to be established at trial, and is entitled to recover economic and
20 statutory damages, attorneys' fees and penalties and other appropriate relief due to Defendants’
21 violations of the California Labor Code and the applicable IWC Wage Orders.

22 **FOURTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(Labor Code §226 By Plaintiff Against all Defendants and Does 1 through 100)**

25 62. Plaintiff realleges and incorporates by reference all of the allegations set forth in
26 this Complaint.

27 63. At all times relevant hereto, Defendants failed to issue payrolls statements to
28 Plaintiff which complied with *Labor Code* § 226 in that the statements issued to Plaintiff did

1 not properly and accurately itemize the number of hours Plaintiff worked at the effective
2 regular rates of pay, the effective overtime/double time rates of pay and premium pay for
3 meal/rest breaks not afforded.

4 64. Further, Plaintiff lived in Washington state and PERDUE requested that Plaintiff
5 move to California. PERDUE paid for a realtor to sell Plaintiff's home in Washington, closing
6 costs, moving costs and for Plaintiff's temporary housing. Although these monies were not paid
7 directly to Plaintiff, PERDUE improperly added the monies to Plaintiff's W-2 wages in 2022.
8 PERDUE never corrected Plaintiff's W-2.

9 65. Pursuant to Cal. Labor Code §558.1:

10 (a) Any employer or other person acting on behalf of an employer, who
11 violates, or causes to be violated, any provision regulating...hours and days of
12 work in any order of the Industrial Welfare Commission, or violates, or causes
13 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
14 such violation.

15 (b) For purposes of this section, the term "other person acting on behalf of
16 an employer" is limited to a natural person who is an owner, director, officer, or
17 managing agent of the employer, and the term "managing agent" has the same
18 meaning as in subdivision (b) of Section 3294 of the Civil Code.

19 (c) Nothing in this section shall be construed to limit the definition of
20 employer under existing law.

21 66. Scott and Nathan are persons acting on behalf of PERDUE and are therefore
22 liable to Plaintiff as an employer. Defendants caused the laws relating to issuing accurate wage
23 statements to be violated.

24 67. Defendants knowingly and intentionally failed to comply with *Labor Code*
25 §226(a), causing damage to Plaintiff. These damages, including but not limited to, costs
26 expended calculating the actual hours worked and the amount of employment taxes which were
27 not properly paid to state and federal tax authorities, are difficult to estimate. Therefore,
28

1 Plaintiff elects to recover liquidated damages of \$50.00 for the initial pay period in which the
2 violations occurred, and \$100.00 for each violation in subsequent pay periods, pursuant to
3 *Labor Code* § 226(e), in the amount of \$4,000.00 plus reasonable attorneys' fees and costs.

4 68. Plaintiff requests a permanent injunction to stop this unlawful conduct, plus
5 attorneys' fees and costs in obtaining the injunction, pursuant to *Labor Code* § 226(g).

6 **FIFTH CAUSE OF ACTION**
7 **FOR FAILURE TO PAY WAGES UPON TERMINATION AND/OR RESIGNATION**
8 **(Labor Code §§201-203 By Plaintiff Against all Defendants and Does 1 through 100)**

9 69. Plaintiff realleges and incorporates by reference all of the allegations set forth in
10 this Complaint.

11 70. Labor Code § 201(a) provides that a discharged employee's unpaid wages are
12 due and payable immediately. Labor Code § 202(a) provides that when an employee resigns
13 from employment, unpaid wages are due and payable within 72 hours of resignation.

14 71. Labor Code § 203(a) provides that if an employer willfully fails to pay wages as
15 mandated by Labor Code §§ 201 and 202, the employee's wages shall continue to accrue until
16 paid, not to exceed thirty days.

17 72. Plaintiff was discharged from Defendants' employ and Defendants willfully
18 failed to pay Plaintiff overtime/double time wages due her. Defendants also failed to afford
19 meal/rest breaks to Plaintiff and did not pay her premium pay for meal/rest breaks not afforded.

20 73. Pursuant to Cal. Labor Code §558.1:

21 (a) Any employer or other person acting on behalf of an employer, who
22 violates, or causes to be violated, any provision regulating...hours and days of
23 work in any order of the Industrial Welfare Commission, or violates, or causes
24 to be violated Sections 203, 226, 226.7...may be held liable as the employer for
25 such violation.

26 (b) For purposes of this section, the term "other person acting on behalf of
27 an employer" is limited to a natural person who is an owner, director, officer, or
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1 managing agent of the employer, and the term “managing agent” has the same
2 meaning as in subdivision (b) of Section 3294 of the Civil Code.

3 (c) Nothing in this section shall be construed to limit the definition of
4 employer under existing law.

5 74. Scott and Nathan are persons acting on behalf of PERDUE and are therefore
6 liable to Plaintiff as an employer. Defendants caused the laws relating to payment of wages on
7 termination to be violated.

8 75. Defendants terminated Plaintiff on August 19, 2022, yet failed to pay her wages
9 due to her.

10 76. Under Labor Code § 203(a), Plaintiff is entitled to one day’s wages for each day
11 she was not timely paid, not to exceed 30 days' wages.

12 **SIXTH CAUSE OF ACTION**

13 **REIMBURSEMENT OF BUSINESS EXPENSES**

14 **(Cal. Labor Code §2802 By Plaintiff Against Defendant PERDUE and Does 1 through**
15 **100)**

16 77. Plaintiff realleges and incorporates by reference all of the allegations set forth in
17 this Complaint.

18 78. Labor Code §2802 requires employers to indemnify employees for all necessary
19 expenditures incurred by employees in the discharge of her duties.

20 79. At all times relevant herein, PERDUE was aware that Plaintiff was using her
21 personal vehicle for business, but failed to indemnify Plaintiff for all her business-related
22 expenses, including wear and tear expenses, in accordance with Labor Code §2802.

23 80. As a result of PERDUE’s conduct, Plaintiff suffered damages in an amount,
24 subject to proof, to the extent she was not reimbursed for all of her business-related expenses
25 incurred in the discharge of her duties.

26 81. Pursuant to Labor Code §2802, Plaintiff is entitled to recover the full amount of
27 her unreimbursed business expenses, reasonable attorneys’ fees and costs of suit.

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1 91. Labor Code section 551 states: “Every person employed in any occupation of
2 labor is entitled to one day's rest therefrom in seven.”

3 92. Labor Code section 552 states in part: “No employer of labor shall cause his
4 employees to work more than six days in seven....”

5 93. Wage Order No. 8 require employers to pay employees one and one-half times
6 their regular rate of pay for the first eight hours worked on the seventh consecutive day of
7 work in any workweek, and twice their regular rate for hours worked in excess of eight on the
8 seventh day.

9 94. Defendants knowingly and intentionally failed to pay Plaintiff premium pay for
10 working seven consecutive days as required by Labor Code sections 551 and 552 and Wage
11 Order 8.

12 95. As a direct and proximate result of Defendants’ conduct as alleged herein,
13 Plaintiff has suffered monetary damages in an amount equal to her unpaid wages for work
14 performed during seven consecutive work days, pursuant to Labor Code sections 551 and 552
15 and Wage Order 4, plus interest thereon pursuant to Labor Code 218.6.

16 96. Plaintiff further is entitled to recover from Defendant additional sums as a
17 penalty, pursuant to Labor Code section 558 equal to fifty dollars (\$50) per unpaid pay period
18 for Defendant’s initial violation, and one hundred dollars (\$100) per unpaid pay period for
19 each subsequent violation, in addition to the underpaid wages from each pay period.

20 97. In addition, Plaintiff has retained the services of an attorney to maintain and
21 prosecute this action and these attorneys are entitled to recover fees and costs incurred on
22 Plaintiff's behalf pursuant to Labor Code section 218.5.

23 **NINTH CAUSE OF ACTION**

24 **FAILURE TO ALLOW INSPECTION OF EMPLOYMENT RECORDS**

25 **(Cal. Lab. Code § 1198.5 By Plaintiff Against PERDUE and Does 1 through 100)**

26 98. Plaintiff realleges and incorporates by reference all of the allegations set forth in
27 this Complaint.

28 99. California Labor Code Section 1198.5 provides:

1 (a) Every current and former employee, or his or her representative, has the right
2 to inspect and receive a copy of the personnel records that the employer
3 maintains relating to the employee's performance or to any grievance concerning
4 the employee.

5 (b) The employer shall make the contents of those personnel records available
6 for inspection to the current or former employee, or his or her representative, at
7 reasonable intervals and at reasonable times, but not later than 30 calendar days
8 from the date the employer receives a written request, unless the current or
9 former employee, or his or her representative, and the employer agree in writing
10 to a date beyond 30 calendar days to inspect the records, and the agreed-upon
11 date does not exceed 35 calendar days from the employer's receipt of the written
12 request to inspect the records. Upon a written request from a current or former
13 employee, or his or her representative, the employer shall also provide a copy of
14 the personnel records,... later than 30 calendar days from the date the employer
15 receives the request...

16 (k) If an employer fails to permit a current or former employee, or his or her
17 representative, to inspect or copy personnel records within the times specified I
18 this section... the current or former employee may recover a penalty of seven
19 hundred fifty dollars (\$750) from the employer.

20 (l) A current or former employee may also bring an action for injunctive relief
21 to obtain compliance with this section, and may recover costs and reasonable
22 attorney's fees in such an action.

23 100. Additionally, pursuant to the applicable Wage Order, at section 8 re: Records,
24 employers are required to keep accurate payroll records on each employee, and such records
25 must be made readily available for inspection by the employee upon reasonable request. The
26 employer must also maintain accurate production records.

27 101. On or about April 29, 2024, Plaintiff 's counsel issued a written request to
28 PERDUE for copies of her personnel records.

1 102. Under California Labor Code Sections 226, 432 and 1198.5, such records were
2 to include all records relating to Plaintiff's hours worked, wage statements and compensation.
3 Plaintiff's counsel and PERDUE did not enter into an agreement to enlarge the time for
4 PERDUE's compliance, and PERDUE has failed and refused to permit Plaintiff copies of her
5 records.

6 103. As a direct result and consequence of PERDUE's failure and refusal to permit
7 Plaintiff full access to her records, Plaintiff seeks injunctive relief in the form of an order or
8 decree mandating PERDUE's compliance. Plaintiff has suffered and will suffer harm as a result
9 of PERDUE's ongoing refusal to comply. Plaintiff also seeks recovery of the statutory penalty
10 of \$750 based upon PERDUE's violation of §1198.5.

11 **TENTH CAUSE OF ACTION**

12 **WILLFUL MISCLASSIFICATION AS EXEMPT**

13 **(In Violation of Wage Order No. 8 By Plaintiff Against all Defendants and Does 1**
14 **through 100)**

15 104. Plaintiff realleges and incorporates by reference all of the allegations set forth in
16 this Complaint.

17 105. Defendants misclassified Plaintiff as an exempt employee rather than non-
18 exempt in violation of applicable Wage Order, for their own financial benefit.

19 106. The California Industrial Welfare Commission applicable Wage Order
20 identifies three exemptions to the provisions of the wage order: executive exemption,
21 administrative exemption, and professional exemption. The executive exemption at issue
22 applies to an employee: 1) whose duties and responsibility involve the management of the
23 enterprise or a subdivision thereof, 2) who customarily and regularly directs the work of two
24 or more employees, 3) who has the authority to hire or fire other employees or who can
25 suggest and recommend as to the hiring, firing, or advancement of another employee, 4) who
26 exercises discretion and independent judgment, 5) must earn a monthly salary equivalent to no
27 less than two (2) times the state minimum wage for full time employment, and 6) who is
28 primarily engaged in duties which meet the test of the exemption. *Ramirez v. Yosemite Water*

1 Co., 20 Cal. 4th 785 (1999) holds that an employee meets the “primarily engaged in
2 managerial duties” requirement only when the employee spends more than half of their work
3 time on exempt duties. *Id.* at 804 n.4.

4 107. On information and belief, Defendants and their managing agents and/or officers
5 setting policy knowingly advised the other Defendants to wrongfully treat Plaintiff as an
6 exempt employee.

7 108. Plaintiff did not meet the requirements of being “salary exempt” as set forth by
8 California Labor Code § 515(a). Plaintiff’s primary job duties consisted of doing what all other
9 employees on the hatchery floor did. Plaintiff was not able to perform tasks independently
10 without her manager, Scott’s, approval. Plaintiff spent less than half of her time performing
11 management/supervisory duties. Thus, Plaintiff should have been classified as non-exempt.

12 109. Defendants thus improperly classified Plaintiff as exempt from the wage and
13 hour requirements set forth in the Labor Code and applicable Wage Order, because her work
14 duties did not qualify her as exempt.

15 110. Because of this misclassification, Plaintiff suffered damages as a result of
16 Defendants’ violation of the applicable Wage Order in an amount according to proof.

17 111. Based on Defendants’ conduct as alleged herein, Defendants are liable for
18 damages and statutory penalties pursuant to Labor Code §226, Labor Code §218.5 and
19 penalties pursuant to Labor Code §§203 and 206.

20 **ELEVENTH CAUSE OF ACTION**

21 **FOR UNFAIR COMPETITION**

22 **(Business & Professions Code §§ 17200 et seq. By Plaintiff Against all Defendants and**
23 **Does 1 through 100)**

24 112. Plaintiff realleges and incorporates by reference all of the allegations set forth in
25 this Complaint.

26 113. *Business & Professions Code* §§ 17200 et seq. prohibit acts of unfair
27 competition, which mean and include “unlawful and unfair business practices.”
28

1 114. Defendants' conduct as alleged herein has been and continues to be unfair,
2 unlawful, and deleterious to Plaintiff. Plaintiff hereby seeks to enforce important rights
3 affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5. Plaintiff
4 is a "person" within the meaning of *Business and Professions Code* § 17204 and therefore has
5 standing to bring this suit for restitution.

6 115. The prompt payment of overtime/double time, affording of meal/rest breaks,
7 reimbursement of business expenses, reimbursement for uniform maintenance, affording of
8 days of rest and providing employment records, are fundamental public policies of California.
9 It also is the public policy of California to enforce minimum labor standards to ensure that
10 employees are not required to or permitted to work under substandard and unlawful conditions
11 and to protect those employers who comply with the law from losing competitive advantage to
12 other employers who fail to comply with labor standards and requirements.

13 116. Through the conduct alleged herein, Defendants acted contrary to these public
14 policies and have thus engaged in unlawful and/or unfair business practices in violation of
15 *Business & Professions Code* §§ 17200 *et seq.*, depriving Plaintiff of the rights, benefits and
16 privileges guaranteed to employees under California law.

17 117. Defendants regularly and routinely violated the following statutes and
18 regulations with respect to Plaintiff:
19

- 20 (a) Wage Order 8 (misclassification as exempt);
- 21 (b) *Labor Code* §§ 510, 511, 558, 1198 and 1194 and IWC Wage Order No.
22 8 as amended (failure to pay overtime/double time);
- 23 (c) *Labor Code* §226 (failure to afford meal/rest breaks);
- 24 (d) *Labor Code* § 226 (failure to provide accurate wage statements to
25 employees at the time of payment of wages);
- 26 (e) *Labor Code* §§ 202 and 203 (failure to pay wages due at termination);
- 27 (f) *Labor Code* § 2802 (failure to reimburse business expenses);
- 28 (g) *Labor Code* §2802 (failure to reimburse for uniform maintenance);

1 (h) *Labor Code* §§551, 552 (failure to provide day of rest); and

2 (j) *Labor Code* § 1198.5 (failure to provide employment records).

3 118. By engaging in these business practices, which are unfair business practices
4 within the meaning of *Business & Professions Code* §§17200 *et seq.*, Defendants harmed
5 Plaintiff and gained an unfair competitive edge. Under the *Business & Professions Code*
6 § 17203, Plaintiff is entitled to obtain restitution of these funds.

7 **PRAYER FOR RELIEF**

8 WHEREFORE, Plaintiff respectfully prays that this Court enter judgment in her favor
9 and against Defendants, and each of them, as follows:

10 1. For compensatory damages in the amount of overtime/double time due to
11 Plaintiff, in the amount of at least \$150,000.00, according to proof;

12 2. For one (1) hour of pay at the regular rate of compensation for Plaintiff for each
13 workday that a meal and/or rest period was not provided;

14 3. For compensatory damages in the amount of Plaintiff's out of pocket expenses
15 for vehicle use and/or reimbursement of monies incurred while performing PERDUE's
16 business-related duties plus interests, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.*
17 §2802(c);

18 4. For compensatory damages in the amount of Plaintiff's uniform maintenance
19 expenses, costs and attorneys' fees pursuant to *Cal. Code Civ. Proc.* §2802(c);

20 5. Premium pay for failure to provide a day of rest;

21 6. For injunctive relief requiring PERDUE to comply with *Labor Code*
22 1198.5(b)(1);

23 7. For payment of unpaid wages in accordance with California labor and
24 employment law;

25 8. For an award of consequential damages in Plaintiff's favor and against
26 Defendants, in an amount to be proven at trial;

27 9. For statutory damages pursuant to *Cal. Lab. Code* §226, according to proof;

28

1 10. Pursuant to Labor Code § 203, for an additional sum according to proof equal of
2 up to 30 days wages for each violation, as a premium for unpaid wages to Plaintiff;

3 11. For payment to Plaintiff of waiting time penalties pursuant to *Cal. Lab. Code*
4 §203, in an amount equal to her respective daily rates of pay at the time of termination or
5 layoff, multiplied by the total amount of days elapsed between the date of the involuntary
6 termination, and/or 72 hours after notice of the voluntary termination, up to a maximum of 30
7 days' pay, according to proof;

8 12. For specific relief enforcing waiting time penalties of 30 days of per diem wages
9 pursuant to *Cal. Bus. & Prof. Code* §17200 and *Cal. Lab. Code* §203, according to proof;

10 13. For prejudgment interest accrued on all due and unpaid overtime/double time
11 from the date that wages were due and payable, pursuant to *Cal. Lab. Code* §§218.6 and
12 1194(a), according to proof;

13 14. For statutory penalties pursuant to *Cal. Lab. Code* §§ 203.1, 558, 226.7,
14 according to proof;

15 15. For reasonable costs, including attorneys' fees, in an amount according to proof
16 pursuant to, *inter alia*, *Cal. Labor Code* §§1194, 218.5, 1198.5, 2802;

17 16. For an award of restitution of wages to Plaintiff in an amount equal to the
18 amount of wages owed and unpaid, according to proof;

19 17. For injunctive relief ordering the continuing unfair business acts and practices to
20 cease, as the Court deems just and proper;

21 18. For other injunctive relief ordering Defendants to notify Plaintiff that she has not
22 been paid the proper amounts in accordance with California law;

23 19. For punitive and exemplary damages in a sum to be determined at trial;

24 20. For prejudgment interest, according to proof;

25 21. For costs of suit, generally and pursuant to Code of Civil Procedure § 1021.5;
26 and

27 22. For such other and further relief as the Court deems just and proper.
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DEMAND FOR JURY TRIAL

Plaintiff Shannon Blancas hereby respectfully requests a trial by jury for all claims and issues raised in her Complaint that may be entitled to a jury trial.

LIPELES LAW GROUP, APC

Date: April 29, 2024

B.



Thomas H. Schelly
Attorneys for Plaintiff
Shannon Blancas