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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF FRESNO

ANTONIO RAMIREZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

FORT WASHINGTON GOLF & COUNTRY
CLUB, a California Corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: **24CECG02900**

[Assigned for All Purposes to Hon. ;
Dept.]

**CLASS ACTION AND PAGA COMPLAINT
FOR:**

1. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
2. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
3. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
4. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
5. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802];
6. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203];
7. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
8. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.];
9. Civil Penalties Under PAGA [Cal. Lab. Code § 2699, et seq.];
10. Hostile Work Environment [Gov't Code § 12940(j)(1)];
11. Retaliation Harassment [Gov't Code § 12940(h)];
12. Violation of Labor Code Section 232.5 [Cal. Lab. Code § 232.5.];

13. Retaliation in Violation of Labor Code Section
1102.5 [Cal. Lab. Code § 1102.5.];
14. FEHA – Retaliation [Gov. Code § 12940(h).];
15. FEHA – Failure to Prevent [Gov. Code §
12940(k); and
16. Wrongful Constructive Termination in
Violation of Public Policy.

DEMAND FOR JURY TRIAL

TABLE OF CONTENTS

TABLE OF CONTENTS	3
INTRODUCTION & PRELIMINARY STATEMENT	4
THE PARTIES	6
JURISDICTION, VENUE AND RIGHT TO SUE.....	6
CLASS ACTION ALLEGATIONS	6
ALLEGATIONS COMMON TO CLASS ACTION	9
ALLEGATIONS COMMON TO PLAINTIFF INDIVIDUALLY	10
FIRST CAUSE OF ACTION	12
SECOND CAUSE OF ACTION	13
THIRD CAUSE OF ACTION	14
FOURTH CAUSE OF ACTION	15
FIFTH CAUSE OF ACTION	16
SIXTH CAUSE OF ACTION	16
SEVENTH CAUSE OF ACTION	17
EIGHTH CAUSE OF ACTION	19
NINTH CAUSE OF ACTION	21
TENTH CAUSE OF ACTION	23
ELEVENTH CAUSE OF ACTION	24
TWELFTH CAUSE OF ACTION	25
THIRTEENTH CAUSE OF ACTION	26
FOURTEENTH CAUSE OF ACTION	27
FIFTEENTH CAUSE OF ACTION	28
SIXTEENTH CAUSE OF ACTION	28
PRAYER FOR RELIEF.....	29
DEMAND FOR JURY TRIAL	31

1 Plaintiff Antonio Ramirez (“Plaintiff”), based upon facts that either have evidentiary support or
2 are likely to have evidentiary support after a reasonable opportunity for further investigation and
3 discovery, alleges as follows:

4 **INTRODUCTION & PRELIMINARY STATEMENT**

5 1. Plaintiff brings this class action against Defendants FORT WASHINGTON GOLF &
6 COUNTRY CLUB, and Does 1 through 10 (collectively referred to as “Defendants”) for California Labor
7 Code violations, unfair business practices, and discriminatory behavior stemming from Defendants’
8 failure to pay minimum wages, failure to pay overtime wages, failure to provide meal periods, failure to
9 authorize and permit rest periods, failure to maintain accurate records of hours worked and meal periods,
10 failure to timely pay all wages to terminated employees, failure to indemnify necessary business expenses,
11 failure to furnish accurate wage statements, harassment, discrimination, and retaliation, individually and
12 on behalf of a class of all others similarly situated current and former employees of Defendants.

13 2. Plaintiff brings the First through Eighth Causes of Action, after having been previously
14 employed by Defendants in California, individually and on behalf of a class of similarly situated current
15 and former employees.

16 3. Plaintiff brings the Ninth Cause of Action as a representative action under the California
17 Private Attorney General Act (“PAGA”) to recover civil penalties that are owed to Plaintiff, the State of
18 California, and past and present employees of Defendants similarly situated (hereinafter referred to as the
19 “Aggrieved Employees”). Plaintiff notified the Attorney General as required under California Law, who
20 has not initiated a case.

21 4. Plaintiff brings the Tenth through Sixteenth Causes of Action, after having been previously
22 employed by Defendants in California, individually.

23 5. Defendants own/owned and/or operate/operated an industry, business, and establishment
24 within the State of California, including Fresno County. As such and based upon all the facts and
25 circumstances incident to Defendants’ business in California, Defendants are subject to the California
26 Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), FEHA, and the
27 California Business & Professions Code.

1 6. Despite these requirements, throughout the statutory period Defendants maintained a
2 systematic, company policy and practice of:

- 3 (a) Failing to pay employees for all hours worked, including all minimum wages, and
4 overtime wages in compliance with the California Labor Code and IWC Wage Orders;
- 5 (b) Failing to provide employees with timely and duty-free meal periods in compliance
6 with the California Labor Code and IWC Wage Orders, failing to maintain accurate
7 records of all meal periods taken or missed, and failing to pay an additional hour's pay
8 for each workday a meal period violation occurred;
- 9 (c) Failing to authorize and permit employees to take timely and duty-free rest periods in
10 compliance with the California Labor Code and IWC Wage Orders, and failing to pay
11 an additional hour's pay for each workday a rest period violation occurred;
- 12 (d) Failing to indemnify employees for necessary business expenses incurred;
- 13 (e) Willfully failing to pay employees all minimum wages, overtime wages, meal period
14 premium wages, and rest period premium wages due within the time period specified
15 by California law when employment terminates;
- 16 (f) Failing to maintain accurate records of the hours that employees worked;
- 17 (g) Failing to provide employees with accurate, itemized wage statements containing all
18 the information required by the California Labor Code and IWC Wage Orders;
- 19 (h) Violation of the California whistleblower statute because of the disclosure or reporting
20 wrongful acts by his superiors such as stealing company supplies and inventory, using
21 company equipment and supplies for their own personal use and spraying chemicals
22 without proper licensure;
- 23 (i) Improper, retaliation against an employee based upon being a whistleblower;
- 24 (j) Creating a hostile work environment by instituting bullying tactics, including, but not
25 limited to, harassment during workdays in front of other employees, demoting from
26 Bunker Rake Operator to hard labor reserved for seasonal employees such as hand-
27 digging holes, heavy lifting, and shovel work, while the seasonal workers were allowed
28

1 to take over the Bunker Rake Operator duties and making him perform manual labor
2 which was not part of his duties and

3 (k) Wrongful termination in violation of public policy, including as retaliation for the
4 above and despite retaining seasonal employees.

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

8 At all relevant times, Defendants were and are legally responsible for all of the unlawful conduct,
9 policies, practices, acts and omissions as described in each and all of the foregoing paragraphs as
10 the employer of Plaintiff. Further, Defendants are responsible for each of the unlawful acts or
11 omissions complained of herein under the doctrine of "respondeat superior".

12 **THE PARTIES**

13 8. Plaintiff is, and at all times was, a resident of Fresno County, California. At all relevant
14 times herein, Plaintiff was employed by Defendants in Fresno County, California

15 9. Defendants' principal place of business is located in Fresno, California.

16 **JURISDICTION, VENUE AND RIGHT TO SUE**

17 10. Defendants have sufficient contacts with California or otherwise purposefully avails itself
18 of the benefits in the State, so as to render the exercise of jurisdiction over it by a California Court
19 consistent with traditional notions of fair play and substantial justice.

20 11. Venue is proper in this Court because Plaintiff suffered injuries and damages alleged herein
21 in Fresno County, California. Defendant conducts business in, and/or work at, locations throughout the
22 County, or reside in the County. Additionally, the wrongful acts and omissions alleged herein relating to
23 Plaintiff took place in the County.

24 12. On June 2, 2024, Plaintiff received his Right to Sue Letter from the DFEH. (See **Exhibit**
25 **A.**)

26 13. On May 14, 2024, Plaintiff provided notice to the California Labor and Workforce
27 Development Agency under Labor Code section 2699.3 of these violations. (See **Exhibit B.**)

28 **CLASS ACTION ALLEGATIONS**

1 14. **Definition:** The named individual Plaintiff seeks certification, pursuant to California Code
2 of Civil Procedure section 382 of the following class:

- 3 a. All of Defendants' past and present non-exempt California employees who worked for
4 Defendants from March 4, 2022 through July 5, 2023.

5 15. **Numerosity and Ascertainability:** The members of the Class are so numerous that joinder
6 of all members would be impractical, if not impossible. The identity of the members of the class is readily
7 ascertainable by review of Defendants' records, including payroll records. Plaintiff is informed and
8 believes and based thereon alleges that Defendants failed to pay all overtime wages based on the correct
9 regular rate of pay, as well as waiting time penalties, failed to provide accurate itemized wage statements
10 in violation of Labor code sections 201 through 204, 226, 510, 558, 1194, 1197, and 1197.1, failed to
11 provide meal periods, failed to provide rest periods, failed to reimburse for necessary business
12 expenditures, and the unfair practices act.

13 16. **Adequacy of Representation:** The named plaintiff is fully prepared to take all necessary
14 steps to represent fairly and adequately the interests of the class defined above. Plaintiffs attorneys are
15 ready, willing, and able to fully and adequately represent the class and individual plaintiff. Plaintiffs
16 attorneys have prosecuted and settled wage and hour class actions in the past and currently have a number
17 of wage and hour class actions pending in California courts.

18 17. Defendants uniformly administered a corporate policy and practice of failing to pay all
19 overtime wages based on the correct regular rate of pay, as well as waiting time penalties, failing to provide
20 accurate itemized wage statements in violation of Labor code sections 201 through 204, 226, 510, 558,
21 1194, 1197, and 1197.1, failing to provide meal periods, failing to provide rest periods, failing to reimburse
22 for necessary business expenditures, and the unfair practices act.

23 18. **Common Questions of Law and Fact:** There are predominant questions of law and fact
24 and a community of interest among plaintiff and the claims of the class concerning defendants failing to
25 pay all overtime wages based on the correct regular rate of pay, as well as waiting time penalties, failing
26 to provide accurate itemized wage statements in violation of Labor code sections 201 through 204, 226,
27 510, 558, 1194, 1197, and 1197.1, failing to provide meal periods, failing to provide rest periods, failing
28 to reimburse for necessary business expenditures, and the unfair practices act.

1 19. **Typicality:** The claims of plaintiff are typical of the claims of all members of the class and
2 that plaintiff has suffered the harm alleged in this complaint in a similar and typical manner as the class
3 members. Plaintiff is a victim of Defendants' violations of the above detailed Labor Code sections in the
4 unfair practices act as described above and in more detail below. Defendant required Plaintiff and Class
5 Members to work after clocking out, to skip or take non-compliant meal periods, to skip or take non-
6 compliant rest breaks, and to pay for and use their own cell phones, cell phone service, and data to
7 communicate with supervisors and other employees regarding work related duties. Due to these
8 requirements, Defendant failed to pay overtime wages, failed to pay minimum wage, failed to pay all
9 wages when due or upon separation, and failed to provide accurate and correct wage statements. As such,
10 Plaintiff is a member of the Class and has suffered the alleged violations of the California Labor Code and
11 the unfair practices act.

12 20. The California Labor Code upon which plaintiff bases these claims is broadly remedial in
13 nature. These laws and Labor Standards serve an important public interest in establishing minimum
14 working conditions and standards in California. These laws and Labor Standards protect the average
15 working employee from exploitation by employers who may seek to take advantage of superior economic
16 and bargaining power in setting onerous terms and conditions of employment.

17 21. The nature of this act and the format of laws available to plaintiff and members of the class
18 identified herein make the class action format a particularly efficient and appropriate procedure to redress
19 the wrongs alleged herein. If each employee were required to file an individual lawsuit, the corporate
20 defendant would necessarily gain an unconscionable advantage since it would be able to exploit and
21 overwhelm the limited rest versus of each individual plaintiff with their vastly superior financial and legal
22 resources. Requiring each class member to pursue an individual remedy would also discourage the
23 assertion of lawful claims by employees who would be disinclined to file an action against their former
24 and/or current employer for real and justifiable fear of retaliation and permanent damage to their careers
25 at subsequent employment, which plaintiff has already suffered.

26 22. The prosecution of separate actions by the individual class members, even if possible,
27 would create a substantial risk of (a) inconsistent or varying adjudications with respect to individual class
28 members against the defendants and which would establish potentially incompatible standards of conduct

for the defendants, and/or (b) Adjudications with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to the adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the class are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses.

23. Such a pattern, practice, and uniform administration of corporate policy regarding illegal employee compensation described herein is unlawful and creates an entitlement to recovery by the plaintiff and the class identified herein, in a civil action, for unpaid overtime, including interest thereon, applicable penalties, reasonable attorneys' fees, and cost of suit according to the mandate of California Labor Code sections 226 and 1194, and code of Civil Procedure section 1021.5.

24. Proof of a common business practice or factual pattern, which the named plaintiff experience and are representative of, will establish the right of each of the members of the Class to recovery on the causes of action alleged herein.

25. The Class is commonly entitled to a specific fund with respect to the compensation illegally and unfairly retained by the Defendants. The Class is commonly entitled to restitution of those funds being improperly withheld by Defendants. This action is brought for the benefit of the entire class and will result in the creation of a common fund.

ALLEGATIONS COMMON TO CLASS ACTION

A. Labor Code Violations

26. Defendants violated numerous Labor Code sections relating to wage and hour laws.

27. Defendants knew or should have known that employees worked over eight hours in a day or over forty hours in a week, or both, without overtime compensation. However, at all relevant times, Defendants failed to pay overtime wages to employees.

28. Defendants knew or should have known that employees were entitled to receive meal periods or payment of one additional hour of pay at their regular pay rate for meal periods they were entitled to but not provided. Defendant failed to provide employees with lawful meal periods and failed to pay one additional hour of pay at their regular rate for meal periods not provided. Defendants failed to provide employees with uninterrupted, 30-minute, duty-free meal periods before the sixth hour of work.

1 In shifts more than 10 hours, Defendants failed to provide a second meal period which was uninterrupted,
2 30-minutes, and duty free.

3 29. Defendants knew or should have known that employees were entitled to receive rest
4 periods or payment of one additional hour of pay at their regular pay rate for rest periods they were entitled
5 to but not provided. Defendants failed to provide employees with lawful rest periods and failed to pay one
6 additional hour of pay at the regular rate for the rest periods that were not provided. At all relevant times,
7 Defendants failed to provide employees with one 10-minute rest break for shifts of three-and-one half to
8 six hours in length and failed to provide a second 10-minute break for shifts more than six hours and up
9 to ten hours. For shifts exceeding ten hours, Defendants also deprived employees of a break.

10 30. Defendants knew or should have known that employees were entitled to receive all wages,
11 (including a promised but unpaid raise to Plaintiff), and overtime compensation in a timely manner during
12 their employment. Defendants failed to pay employees within the time required under the Labor Code
13 while employed.

14 31. Defendants knew or should have known that employees were entitled to receive complete
15 and accurate wage statements in accordance with California law. Nonetheless, at all relevant times
16 Defendants failed to provide complete or accurate wage statements.

17 32. Defendants knew or should have known that it had a duty to keep complete and accurate
18 payroll records for employees in accordance with California law. Nonetheless, at all relevant times,
19 Defendant failed to keep complete or accurate payroll records for employees.

20 **ALLEGATIONS COMMON TO PLAINTIFF INDIVIDUALLY**

21 **C. Plaintiff Was Retaliated Against In Violation of Public Policy for Being A Whistleblower**

22 33. Antonio Ramirez was discriminated against in violation of public policy as a whistleblower
23 pursuant to California Labor Code §1102.5 which protects employees such as Plaintiff who disclose
24 information to a person(s) with authority over the employee, or to another employee with authority to
25 investigate, discover, or correct the violation or noncompliance, where the employee has reasonable cause
26 to believe that the information discloses: (1) a violation of state or federal law (2) a violation or
27 noncompliance with local, state, or federal rule or regulation (3) safety or health, unsafe working
28 conditions or work practices in the employee's employment or place of employment.

1 34. Defendants were aware that Antonio Ramirez reported the wrongful acts of his supervisors
2 or family of supervisors stealing company supplies and inventory, using company equipment and supplies
3 for their own personal use, and spraying chemicals without proper licensure to his supervisor and director,
4 including, but limited to, Alan Kettan.

5 35. At all times herein mentioned, defendants and each of them, were also aware that
6 defendants may not: (a) make, adopt, or enforce any rule, regulation, or policy preventing an employee
7 from being a whistleblower (b) may not retaliate against an employee for being a whistleblower (c)
8 retaliate against an employee for refusing to participate in an activity that would result in a violation of a
9 state or federal statute, or violation or noncompliance with a state or federal rule or regulation (4) may not
10 retaliate against an employee for having exercised his or her rights as a whistleblower in any former
11 employment.

12 36. Antonio Ramirez reported these wrongful acts to his superiors. Antonio Ramirez received
13 no response from the management team members, including, but not limited to, Alan Kettan to whom he
14 reported the wrongful acts. Instead, after reporting the wrongful acts, Defendants allowed Antonio
15 Ramirez's superiors to demote him from his duties as Bunker Raker Operator to hard labor duties
16 exclusively reserved for seasonal employees such as hand-digging holes, heavy lifting, and shovel work,
17 while the seasonal workers were allowed to take over his Bunker Rake Operator duties. This constitutes
18 a failure to prevent discrimination, harassment, and retaliation claims.

19 37. After being demoted by his superiors, Antonio Ramirez was told by his supervisors that he
20 would return to his duties as a Bunker Rake Operator and given a raise if he dropped his complaints about
21 the wrongful acts of his superiors.

22 38. Antonio Ramierz refused to drop his complaints about the wrongful acts of his superiors
23 and was terminated by them just before a raise was instituted for his position while seasonal employees
24 remained employed after employees were called in and asked to sign a document about Plaintiff's
25 performance to use to terminate him.

26 39. As a result, a hostile work environment was created due to his reporting of these wrongful
27 acts of his superiors, Antonio Ramirez was terminated in violation of public policy. These facts
28

1 demonstrate why Defendants need to be punished with exemplary and punitive damages as the conduct
2 was knowing, intentional, malicious, and oppressive.

3 **FIRST CAUSE OF ACTION**

4 **(Against all Defendants for Failure to Pay Minimum Wages for All Hours Worked)**

5 40. Plaintiff re-alleges and incorporates by reference each and every allegation stated above,
6 as if fully set forth herein.

7 41. "Hours worked" is the time during which an employee is subject to the control of an
8 employer and includes all the time the employee is suffered or permitted to work, whether or not required
9 to do so.

10 42. Employees were required to work through rest breaks, clock out and keep working, and
11 more.

12 43. At all relevant times herein mentioned, Defendants knowingly failed to pay employees
13 compensation for all hours worked. By their failure to pay compensation for each hour worked as alleged
14 above, Defendants willfully violated the provisions of Section 1194 of the California Labor Code, and any
15 additional applicable Wage Orders, which require such compensation to non-exempt employees.

16 44. Accordingly, Plaintiff and Members of the Class are entitled to recover minimum wages
17 for all non-overtime hours worked for Defendants.

18 45. By and through the conduct described above, and Members of the Class have been deprived
19 of their rights to be paid wages earned by virtue of their employment with Defendants.

20 46. By virtue of the Defendants' unlawful failure to pay additional compensation to Plaintiff
21 and Members of the Class for their non-overtime hours worked without pay, Plaintiff and Members of the
22 Class suffered, and will continue to suffer, damages in amounts which are presently unknown to Plaintiff,
23 but which exceed the jurisdictional minimum of this Court, and which will be ascertained according to
24 proof at trial.

25 47. By failing to keep adequate time records required by California Labor Code § 1174(d),
26 Defendants have made it difficult to calculate the full extent of compensation due to Plaintiff and Members
27 of the Class.

56. By virtue of Defendants' unlawful failure to pay additional premium rate compensation to the Plaintiff and Members of the Class for their overtime hours or pay Plaintiff and Members of the Class one additional hour of pay for each workday that a legally compliant meal and/or rest break was not provided, Plaintiff and Members of the Class have suffered, and will continue to suffer, damages in amounts which are presently unknown to them but which exceed the jurisdictional minimum of this Court and which will be ascertained according to proof at trial.

57. By failing to keep adequate time records required by Labor Code § 1174(d), Defendants have made it difficult to calculate the full extent of overtime compensation due to Plaintiff and Members of the Class.

58. Plaintiff also requests recovery of overtime compensation according to proof, interest, attorneys' fees and costs pursuant to California Labor Code § 1194(a), as well as the assessment of any statutory penalties against Defendants, in a sum as provided by the California Labor Code and/or other statutes for Plaintiff and Members of the Class.

59. California Labor Code § 204 requires employers to provide employees with all wages due and payable twice per month. The Wage Orders also provide that every employer shall pay to each employee, on the established payday for the period involved, overtime wages for all overtime hours worked in the payroll period. Defendants failed to provide Plaintiff and Members of the Class with all compensation due, in violation of California Labor Code § 204.

THIRD CAUSE OF ACTION

(Against All Defendants for Failure to Provide Meal Periods)

60. Plaintiff re-alleges and incorporates by reference each and every allegation stated above, as if fully set forth herein.

61. Under California law, Defendants have an affirmative obligation to relieve non-exempt employees of all duties in order to take their first daily meal periods no later than the start of the 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.

62. Despite these legal requirements, Defendants regularly failed to provide Plaintiff and Members of the Class with meal periods as required by California law. By their failure to permit and authorize Plaintiff and Members of the Class 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.

63. Under California law, Plaintiff and Members of the Class 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.

FOURTH CAUSE OF ACTION

(Against All Defendants for Failure to Authorize and Permit Rest Periods)

64. Plaintiff re-alleges and incorporates by reference each and every allegation stated above, as if fully set forth herein.

65. 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 or major fraction thereof. 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.

66. Despite these legal requirements, Defendants failed to authorize Plaintiff and Members of the Class to take rest breaks, regardless of whether employees worked more than 4 hours in a workday. By their failure to permit and authorize Plaintiff and Members of the Class 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.

67. Under California law, Plaintiff i and Members of the Class are entitled to be paid at least one hour of premium wages rate for each workday he or she was not provided with all required rest break(s), plus interest thereon.

FIFTH CAUSE OF ACTION

(Against All Defendants for Failure to Indemnify Necessary Business Expenses)

68. Plaintiff re-alleges and incorporates by reference each and every allegation stated above, as if fully set forth herein.

69. Defendants violated Labor Code section 2802 and the IWC Wage Orders, by failing to pay and indemnify the Plaintiff and Members of the Class for their necessary expenditures and losses incurred in direct consequence of the discharge of their duties or of their obedience to directions of Defendants including but not limited to using her personal cell phone (minutes, texts, and data) to perform duties associated with her employment. Defendants required employees to use their phones to communicate via an application or else be subject to discipline.

70. As a result, Plaintiff and Members of the Class were damaged at least in the amounts of the expenses they paid, or which were deducted by Defendants from their wages.

71. Plaintiff and Members of the Class are entitled to attorney's fees, expenses, and costs of suit pursuant to Labor Code section 2802(c) and interest pursuant to Labor Code section 2802(b).

SIXTH CAUSE OF ACTION

(Against all Defendants for Failure to Pay Wages of Discharged Employees – Waiting Time Penalties)

72. Plaintiff re-alleges and incorporates by reference each and every allegation stated above, as if fully set forth herein.

73. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves or resigns from his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the

1 employee has given seventy-two (72) hours previous notice of his or her intention to resign, in which case
2 the employee is entitled to his or her wages at the time of resignation.

3 74. Within the applicable statute of limitations, the employment of Plaintiff ended, i.e. was
4 terminated by resignation or discharge, and the employment of others will be. However, during the
5 relevant time period, Defendants failed, without abatement, to pay all wages required to be paid by
6 California Labor Code sections 201 and 202 either at the time of discharge, or within seventy-two (72)
7 hours of their leaving Defendants' employ.

8 75. Defendants' failure to pay Plaintiff their wages earned and unpaid at the time of discharge,
9 or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor
10 Code §§ 201 and 202.

11 76. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed,
12 in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty wage
13 from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not
14 continue for more than thirty (30) days.

15 77. Plaintiff is entitled to recover from Defendants their additionally accruing wages for each
16 day they were not paid, at their regular hourly rate of pay, up to 30 days maximum pursuant to California
17 Labor Code § 203.

18 78. Pursuant to California Labor Code §§ 218.5, 218.6 and 1194, Plaintiff is also entitled to an
19 award of reasonable attorneys' fees, interest, expenses, and costs incurred in this action.

20 **SEVENTH CAUSE OF ACTION**

21 **(Against all Defendants for Failure to Provide and Maintain Accurate and Compliant Wage**
22 **Records)**

23 79. Plaintiff re-alleges and incorporates by reference each and every allegation stated above,
24 as if fully set forth herein.

25 80. At all material times set forth herein, California Labor Code § 226(a) provides that every
26 employer shall furnish each of his or her employees an accurate itemized wage statement in writing
27 showing nine pieces of information, including: (1) gross wages earned, (2) total hours worked by the
28 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid

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

7 81. Defendants have intentionally and willfully failed to provide employees with complete and
8 accurate wage statements. The deficiencies include, among other things, the failure to correctly identify
9 the gross wages earned by Plaintiff and Members of the Class, the failure to list the true “total hours
10 worked by the employee,” and the failure to list the true net wages earned.

11 82. As a result of Defendants’ violation of California Labor Code § 226(a), Plaintiff and
12 Members of the Class have suffered injury and damage to their statutorily protected rights.

13 83. Specifically, Plaintiff and Members of the Class have been injured by Defendants’
14 intentional violation of California Labor Code § 226(a) because they were denied both their legal right to
15 receive, and their protected interest in receiving, accurate, itemized wage statements under California
16 Labor Code § 226(a).

17 84. Calculation of the true wage entitlement for Plaintiff and Members of the Class are difficult
18 and time consuming. As a result of this unlawful burden, Plaintiff and Members of the Class were also
19 injured as a result of having to bring this action to attempt to obtain correct wage information following
20 Defendants’ refusal to comply with many of the mandates of California’s Labor Code and related laws
21 and regulations.

22 85. Plaintiff and Members of the Class are entitled to recover from Defendants their actual
23 damages caused by Defendants’ failure to comply with California Labor Code § 226(a).

24 86. Plaintiff and Members of the Class are also entitled to injunctive relief, as well as an award
25 of attorney’s fees and costs to ensure compliance with this section, pursuant to California Labor Code §
26 226(h).

1 **EIGHTH CAUSE OF ACTION**

2 **(Against all Defendants for Violation of California Business & Professions Code §§ 17200, et seq.)**

3 87. Plaintiff re-alleges and incorporates by reference each and every allegation stated above,
4 as if fully set forth herein.

5 88. Defendants, and each of them, are “persons” as defined under California Business &
6 Professions Code § 17201.

7 89. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair, unlawful,
8 and harmful to Plaintiff, Members of the Class, and to the general public. Plaintiff seeks to enforce
9 important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

10 90. Defendants’ activities, as alleged herein, are violations of California law, and constitute
11 unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, et
12 seq.

13 91. A violation of California Business & Professions Code §§ 17200, et seq. may be predicated
14 on the violation of any state or federal law. All of the acts described herein as violations of, among other
15 things, the California Labor Code, are unlawful and in violation of public policy; and in addition are
16 immoral, unethical, oppressive, fraudulent and unscrupulous, and thereby constitute unfair, unlawful
17 and/or fraudulent business practices in violation of California Business & Professions Code §§ 17200, et
18 seq.

19 **Failure to Pay Minimum Wages**

20 92. Defendants’ failure to pay minimum wages, and other benefits in violation of the California
21 Labor Code constitutes unlawful and/or unfair activity prohibited by California Business & Professions
22 Code §§ 17200, et seq.

23 **Failure to Pay Overtime Wages**

24 93. Defendants’ failure to pay overtime compensation and other benefits in violation of
25 California Labor Code §§ 510, 1194, and 1198 constitutes unlawful and/or unfair activity prohibited by
26 California Business & Professions Code §§ 17200, et seq.

1 **Failure to Maintain Accurate Records of All Hours Worked**

2 94. Defendants' failure to maintain accurate records of all hours worked in accordance with
3 California Labor Code § 1174.5 and the IWC Wage Orders constitutes unlawful and/or unfair activity
4 prohibited by California Business & Professions Code §§ 17200, et seq.

5 **Failure to Provide Meal Periods**

6 95. Defendants' failure to provide meal periods in accordance with California Labor Code §§
7 226.7 and 512, and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair activity
8 prohibited by California Business & Professions Code §§ 17200, et seq.

9 **Failure to Authorize and Permit Rest Periods**

10 96. Defendants' failure to authorize and permit rest periods in accordance with California
11 Labor Code § 226.7 and the IWC Wage Orders, as alleged above, constitutes unlawful and/or unfair
12 activity prohibited by Business and Professions Code §§ 17200, et seq.

13 **Failure to Indemnify Necessary Business Expenses**

14 97. Defendants' failure to indemnify employees for necessary business expenses in accordance
15 with California Labor Code § 2802 and the IWC Wage Orders, as alleged above, constitutes unlawful
16 and/or unfair activity prohibited by Business and Professions Code §§ 17200, et seq.

17 **Failure to Provide Accurate Itemized Wage Statements**

18 98. Defendants' failure to provide accurate itemized wage statements in accordance with
19 California Labor Code § 226, as alleged above, constitutes unlawful and/or unfair activity prohibited by
20 California Business & Professions Code §§ 17200, et seq.

21 99. By and through their unfair, unlawful and/or fraudulent business practices described herein,
22 the Defendants, have obtained valuable property, money, and services from Plaintiff, and all persons
23 similarly situated, and have deprived Plaintiff, and all persons similarly situated, of valuable rights and
24 benefits guaranteed by law, all to their detriment.

25 100. Plaintiff suffered monetary injury as a direct result of Defendants' wrongful conduct.

26 101. Plaintiff is entitled to, and does, seek such relief as may be necessary to disgorge money
27 and/or property which the Defendants have wrongfully acquired, or of which Plaintiff and Members of
28 the Class have been deprived, by means of the above-described unfair, unlawful and/or fraudulent business

practices. Plaintiff and Members of the Class are not obligated to establish individual knowledge of the wrongful practices of Defendants in order to recover restitution.

102. Plaintiff and Members of the Class are further entitled to and do seek a declaration that the above-described business practices are unfair, unlawful and/or fraudulent, and injunctive relief restraining the Defendants, and each of them, from engaging in any of the above-described unfair, unlawful and/or fraudulent business practices in the future.

103. Plaintiff and Members of the Class have no plain, speedy, and/or adequate remedy at law to redress the injuries which were suffered as a consequence of the Defendants' unfair, unlawful and/or fraudulent business practices. As a result of the unfair, unlawful and/or fraudulent business practices described above, Plaintiff and Members of the Class have suffered and will continue to suffer irreparable harm unless the Defendants, and each of them, are restrained from continuing to engage in said unfair, unlawful and/or fraudulent business practices.

104. Plaintiff also alleges that if Defendants are not enjoined from the conduct set forth herein above, they will continue to avoid paying the appropriate wages, taxes, insurance, and other withholdings.

105. Pursuant to California Business & Professions Code §§ 17200, et seq., Plaintiff and Members of the Class are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and Members of the Class; statutory penalties; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

NINTH CAUSE OF ACTION

(Against all Defendants for Civil Penalties Under the Private Attorneys General Act of 2004, Cal.

Lab. Code § 2698 et seq.)

106. Plaintiff re-alleges and incorporates by reference each and every allegation stated above, as if fully set forth herein.

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

1 108. California Labor Code § 2699(a) specifically provides for a private right of action to
2 recover penalties for violations of the Labor Code: “Notwithstanding any other provision of law, any
3 provision of this code that provides for a civil penalty to be assessed and collected by the Labor and
4 Workforce Development Agency or any of its departments, divisions, commissions, boards, agencies, or
5 employees, for a violation of this code, may, as an alternative, be recovered through a civil action brought
6 by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant
7 to the procedures specified in Section 2699.3.”

8 109. Plaintiff has exhausted their administrative remedies pursuant to California Labor Code
9 § 2699.3. On May 14, 2024, Plaintiff gave written notice by online filing to the Labor and Workforce
10 Development Agency and by First-Class mail to Defendants of the specific provisions of the Labor Code
11 that Defendants have violated against Plaintiff, including the facts and theories to support the violations
12 **(Exhibit B)**. At the time of this filing, the Labor and Workforce Development Agency has not indicated
13 that it intends to investigate Defendants’ Labor Code violations discussed in the notice. Accordingly,
14 Plaintiff may commence a civil action to recover penalties under Labor Code § 2699 pursuant to § 2699.3
15 for the violations of the Labor Code described in this Complaint. These penalties include, but are not
16 limited to, penalties under California Labor Code §§ 210, 226.3, 558, 1197.1, and 2699(f)(2).

17 110. In addition, Plaintiff seeks penalties for Defendants’ violation of California Labor Code
18 § 1174(d). Pursuant to California Labor Code § 1174.5, any person, including any entity, employing labor
19 who willfully fails to maintain accurate and complete records required by California Labor Code § 1174
20 is subject to a penalty under § 1174.5. Pursuant to the applicable IWC Order § 7(A)(3), every employer
21 shall keep time records showing when the employee begins and ends each work period. Meal periods, and
22 total hours worked daily shall also be recorded. Additionally, pursuant to the applicable IWC Order §
23 7(A)(5), every employer shall keep total hours worked in the payroll period and applicable rates of pay.

24 111. During the time period of employment for Plaintiff, Defendants failed to maintain records
25 pursuant to the Labor Code and IWC Orders by failing to maintain accurate records showing meal periods,
26 and accurate records showing when employees begin and end each work period. Defendants’ failure to
27 provide and maintain records required by the Labor Code IWC Wage Orders deprived Plaintiff and the
28 Aggrieved Employees the ability to know, understand, and question the accuracy and frequency of meal

1 periods, and the accuracy of their hours worked stated in Defendants' records. Therefore, Plaintiff and the
2 Aggrieved Employees had no way to dispute the resulting failure to pay wages, all of which resulted in an
3 unjustified economic enrichment to Defendants. As a direct result, Plaintiff and the Aggrieved Employees
4 have suffered and continue to suffer, substantial losses related to the use and enjoyment of such wages,
5 lost interest on such wages and expenses and attorney's fees in seeking to compel Defendants to fully
6 perform its obligation under state law, all to their respective damage in amounts according to proof at trial.
7 Because of Defendants' knowing failure to comply with the Labor Code and applicable IWC Wage
8 Orders, Plaintiff and the Aggrieved Employees have also suffered an injury in that they were prevented
9 from knowing, understanding, and disputing the wage payments paid to them.

10 112. Based on the conduct described in this Complaint, Plaintiff is entitled to an award of civil
11 penalties on behalf of herself and the State of California, and similarly Aggrieved Employees of
12 Defendants. The exact amount of the applicable penalties, in all, is an amount to be shown according to
13 proof at trial. These penalties are in addition to all other remedies permitted by law.

14 113. In addition, Plaintiffs seek an award of reasonable attorney's fees and costs pursuant to
15 California Labor Code § 2699(g)(1), which states, "[a]ny employee who prevails in any action shall be
16 entitled to an award of reasonable attorney's fees and costs."

17 **TENTH CAUSE OF ACTION**

18 **(Against all Defendants for Creating A Hostile Work Environment – Gov't Code § 12940(j)(1))**

19 114. Plaintiff re-alleges and incorporates by reference each and every allegation stated above,
20 as if fully set forth herein.

21 115. Defendants were aware of Plaintiff's status as a member of a protected employee as a
22 whistleblower under California law and that Plaintiff made complaints and reported to his immediate
23 superiors (Jose and Roger) and director, Alan Kettan about the wrongful acts. At all times herein
24 mentioned Defendants knew that it was unlawful and in violation of public policy to create a hostile work
25 environment after Plaintiff lawful and rightful complaints.

26 116. However, after Plaintiff reported the wrongful acts, Defendants began to harass Plaintiff
27 with bullying tactics including, mistreatment and harassment during workdays in front of other employees,
28 demoting Plaintiff from his Bunker Rake Operator duties to hard labor duties exclusively reserved for

seasonable employees such as hand-digging holes, heavy lifting, shovel work, while the seasonal employees were allowed to take over the Bunker Rake Operator duties and making Plaintiff perform manual labor which was not part of his duties.

117. In addition to being demoted, Plaintiff was threatened and coerced by his superiors and continuously told on several occasions to either withdraw his complaints of wrongful acts in order to return Plaintiff's original position and receive a raise or the hard labor exclusively for seasonal employees would continue. Plaintiff refused and was subsequently wrongfully discharged just before a raise was instituted to his original position as a Bunker Rake Operator.

118. Plaintiff's reporting of the wrongful acts was a substantial motivating reason for the bullying tactics, harassment, demotion, and other actions that led to the creation of the hostile work environment that resulted in Plaintiff's termination.

119. Plaintiff was harmed and suffered damages, and Defendants' actions were a substantial factor in causing the same.

ELEVENTH CAUSE OF ACTION

(Against all Defendants for Discrimination– Gov't Code § 12940(h))

120. Plaintiff re-alleges and incorporates by reference each and every allegation stated above, as if fully set forth herein.

121. Defendants were aware that Plaintiff made complaints and reported the violations of public policy and law.

122. At all times herein mentioned, Plaintiff timely and properly made complaints and reported these violations of public policy and law to his immediate superiors Jose and Roger and director, Alan Kettan, along with the harassment and retaliation he was suffering.

123. Defendants discriminated against Plaintiff after he made these complaints by demoting Plaintiff from his Bunker Rake Operator duties to hard labor exclusively reserved for seasonal employees such as hand-digging holes, heavy lifting, and shovel worked while the seasonal workers were allowed to take over Plaintiff's Bunker Rake Operator duties. Defendants also allowed Plaintiff's superiors to daily mistreat Plaintiff and threaten him by telling Plaintiff that unless he withdrew the complaints, he would continue with the hard labor duties. When Plaintiff refused, he was terminated on or about July 5, 2023,

1 just days before a raise was instituted to his original position while seasonal employees remained
2 employed.

3 124. Plaintiff was harmed and suffered damages, and Defendants' failure to any corrective
4 action and demotion of Plaintiff was a substantial factor in causing the same.

5 **TWELFTH CAUSE OF ACTION**

6 **(Against all Defendants for Retaliation – Labor Code Section 232.5.)**

7 125. Plaintiff re-alleges and incorporates by reference each and every allegation stated above,
8 as if fully set forth herein.

9 126. Defendants were prohibited from demoting, formally disciplining, terminating, or
10 discriminating against Plaintiff. Defendants' demotion of Plaintiff from his Bunker Rake Operator duties
11 and subsequent termination of Plaintiff for his refusal to withdraw his complaints of that said conduct is
12 presumed retaliatory.

13 127. As a result of Plaintiff making these complaints, Defendants retaliated against him through
14 demoting Plaintiff from his Bunker Rake Operator duties and requiring him to perform hard labor reserved
15 exclusively for seasonal employees resulting in a hostile work environment and subsequently terminating
16 Plaintiff just before his original position was set to receive a raise.

17 128. Defendants' retaliation of Plaintiff was a substantial factor in causing Plaintiff economic
18 damages and lost wages, both past and future, and suffering emotion and mental distress, all in a sum to
19 be proven and determined at trial as well as causing her to be constructively terminating to avoid further
20 damages due to the hostile work environment.

21 129. Defendants' conduct described herein was intended to cause injury to Plaintiff, and to send
22 a message to other employees that they too would be harassed and retaliated against for making complaints
23 of wrongful acts. Defendants' conduct was willful and consciously disregarded Plaintiff's rights and
24 subjected him to unjust hardship so as to constitute malice, oppression, or fraud under California Civil
25 Code Section 3294, thereby entitling Plaintiff to punitive and exemplary damages in an amount
26 appropriate to punish or set an example of Defendants.

THIRTEENTH CAUSE OF ACTION

(Against all Defendants for Retaliation – Labor Code Section 1102.5.)

130. Plaintiff re-alleges and incorporates by reference each and every allegation stated above, as if fully set forth herein.

131. During his employment, Plaintiff was a member of protected class, as a whistleblower under Labor Code Section 1102.5. Plaintiff made complaints and reported to a person with authority over him, at least the following information, to his director, Alan Kettan where he had reasonable cause that such information disclosed at least the following legal violations that: (a) wrongful acts of superiors such as stealing company supplies and inventory, using company equipment and supplies for their own personal use, and spraying chemicals without proper licensure (b) Plaintiff was being mistreated, harassed and retaliated against for making and reporting these wrongful acts by his superiors and their family; and (c) Plaintiff was continuously told and threatened by his superiors that Plaintiff must withdraw the complaints in to return to his Bunker Rake Operations duties. The harassment continued, and which ultimately resulted in his termination.

132. As a result of Plaintiff disclosing such information, Defendants retaliated against him and subjected him to adverse employment actions such as disparaging him with false information spread among the workforce, demoting him from his Bunker Rake Operator duties to daily hard manual labor which was exclusively for seasonal employees.

133. As a direct and proximate result of the unlawful conduct of Defendant, Plaintiff suffered a loss of earnings and benefits, and Plaintiff has also suffered emotional distress because of Defendant's actions.

134. Defendant's conduct described herein was intended to cause injury to Plaintiff to send a message to other employees that they too would be harassed and retaliated against reporting wrongful acts by Plaintiff's superiors or about Defendant's illegal and unethical business practices. Defendant's conduct was willful and consciously disregarded Plaintiff's rights and subjected her to unjust hardship so as to constitute malice, oppression or fraud under California Civil Code Section 3294, thereby entitling Plaintiff to punitive and exemplary damages in an amount appropriate to punish or set an example of Defendant.

1 **FOURTEENTH CAUSE OF ACTION**

2 **(Against all Defendants for Retaliation – Government Code Section 12940(h).)**

3 135. Plaintiff re-alleges and incorporates by reference each and every allegation stated above,
4 as if fully set forth herein.

5 136. Plaintiff reported to his immediate supervisor and director, Allen Kettan for discrimination
6 and harassment in the workplace. Plaintiff reported to Defendants for retaliating against him for making
7 complaints and reporting the wrongful acts of his superiors and creating a hostile work environment.

8 137. Plaintiff's reporting of the harassment and discrimination was a substantial motivating
9 reason for Defendant's decisions: (a) to demote Plaintiff from his Bunker Rake Operator duties; (b) to
10 assign Plaintiff hard-labor duties exclusively for seasonal employees; (c) to daily threaten and attempt to
11 coerce Plaintiff to withdraw his complaints for him to return to his duties as Bunker Rake Operator and
12 receive a raise.

13 138. Plaintiff was harmed and Defendant's conduct was a substantial factor in causing Plaintiff
14 harm. Such harm includes loss of earnings and employment benefits, humiliation, emotional distress, and
15 mental pain and anguish all in an amount to be determined at trial according to proof, but not less than
16 \$200,000.00.

17 139. Plaintiff also incurred and continues to incur attorney's fees and legal expenses in an
18 amount to be determined.

19 140. Defendants' conduct described herein in was intended to cause injury. Defendants' conduct
20 was willful and consciously disregarded Plaintiff's rights and subjected him to unjust hardship so as to
21 constitute malice, oppression or fraud under California Civil Code Section 3294, thereby entitling Plaintiff
22 to punitive and exemplary damages in an amount appropriate to punish or set an example of Defendants.
23 Defendants' course of retaliation was done to send a message to others that they too would be victimized
24 and subjected to abuse if they sought to speak out against Defendants' hostile work environment, tolerated
25 harassment, or attempted to use or be provided otherwise reasonable accommodations for their disability.

26
27 ///

28 ///

1 **FIFTEENTH CAUSE OF ACTION**

2 **(Against all Defendants for Failure to Prevent Harassment, Discrimination, and Retaliation –**
3 **Government Code Section 12940(k).)**

4 141. Plaintiff re-alleges and incorporates by reference each and every allegation stated above,
5 as if fully set forth herein.

6 142. Plaintiff was employed by Defendants, and Plaintiff was subjected to harassment and
7 retaliation while employed by Defendants.

8 143. Plaintiff reported, to management and owners, the pay practices violations and the
9 wrongful acts that were illegal, the harassment, retaliation, and discrimination in the workplace. Plaintiff
10 reported to Defendants for retaliating against him and creating a hostile work environment. Defendants
11 failed to take all reasonable steps to prevent discrimination, harassment, or retaliation.

12 144. Plaintiff was harmed, and Defendants' failure to prevent the retaliation for Plaintiff making
13 and reporting the wrongful acts was a substantial factor in causing Plaintiff harm. Such harm includes loss
14 of earnings and employment benefits, humiliation, emotional distress, and mental pain and anguish all in
15 an amount to be determined at trial according to proof, but not less than \$200,000.00.

16 145. Plaintiff also incurred and continues to incur attorney's fees and legal expenses in an
17 amount to be determined.

18 146. Defendant's conduct described herein was intended to cause injury. Defendant's conduct
19 was willful and consciously disregarded Plaintiff's rights and subjected her to unjust hardship so as to
20 constitute malice, oppression, or fraud under California Civil Code Section 3294, thereby entitling
21 Plaintiff to punitive and exemplary damages in an amount appropriate to punish or set an example of
22 Defendant.

23 **SIXTEENTH CAUSE OF ACTION**

24 **(Against all Defendants for Wrongful Termination in Violation of Public Policy.)**

25 147. Plaintiff re-alleges and incorporates by reference each and every allegation stated above,
26 as if fully set forth herein.

27 148. Plaintiff was subjected to working conditions that violated public policy in that Plaintiff
28 was required to work more than eight (8) hours per day without overtime compensation, Plaintiff was

1 required to work more than forty (40) hours per week without overtime compensation, Plaintiff was
2 subjected to harassment and discrimination due to his reporting of these violations of public policy and
3 wrongful acts under Labor Code Section 1102.5, Plaintiff was denied meal periods, and Plaintiff was
4 denied rest breaks, Plaintiff was demoted for making or reporting the wrongful acts from his Bunker Rake
5 Operator duties to hard labor which was exclusively for seasonal workers, and once Plaintiff refused to
6 withdraw the complaints, he was terminated on or about July 5, 2023, just before he would have received
7 a pay raise.

8 149. Defendants intentionally created or knowingly permitted these working conditions.

9 150. Defendants attempted to threaten and coerce Plaintiff to withdraw his complaints and
10 reports so that he could return to his Bunker Rake Operator duties with a pay raise. However, Plaintiff
11 refused and was terminated by defendants.

12 151. Plaintiff was terminated in violation of public policy.

13 152. Plaintiff was harmed and suffered damages, and Defendants' failure to engage in the
14 interactive process was a substantial factor in causing the same.

15
16 **PRAYER FOR RELIEF**

17 **WHEREFORE**, Plaintiff prays for judgment against Defendants as follows:

18 **As to Causes of Action One through Eight:**

- 19 1. For an order certifying the proposed Class;
20 2. For an order appointing Plaintiff as the representative of the Class as described herein;
21 3. For an order appointing counsel for Plaintiff as Class counsel;

22 **As to Cause of Action Nine:**

- 23 4. That the court declared, a judge, and decree that defendant violated the California Labor
24 Code by failing to pay minimum wages, failing to pay overtime wages, failing to provide
25 meal periods, failing to authorize and permit rest periods, failing to maintain accurate
26 records of hours worked and meal periods, failure to timely pay all wages to terminated
27 employees, failure to indemnify necessary business expenses, in failure to furnish accurate
28 wage statements;

1 5. for all civil penalties pursuant to California Labor Code section 2699, et seq., and all other
2 applicable waiver code provisions;

3 6. for reasonable attorneys fees and costs of suit incurred here and pursuant to California
4 Labor Code section 2699;

5 For all Causes of Action:

6 7. For general and special damages according to proof;

7 8. For liquidated damages;

8 9. For pre-judgment interest as permitted by law;

9 10. For all penalties permitted under the California Labor Code, including but not limited to
10 Sections 204, 210, 226, 1174.5, 1194.2, 1102.5, and 1197.1;

11 11. For statutory damages as allowed by law;

12 12. For exemplary and punitive damages;

13 13. For attorney's fees under at least the following statutes: Labor Code Sections 218.5, 226,
14 1174, 1174.5, 1194, 226.7, Government Code Section 12965(b); and Code of Civil Procedure Section
15 1021.5;

16 14. For the costs of the suit herein; and

17 15. For such other and further relief as this Court may deem just and proper or equitable and
18 appropriate.

19
20 DATED: 6/26/2024

SORRENTINO & ASSOCIATES PC

21
22 

23 PAUL F. SORRENTINO
24 VINCENT P. SORRENTINO, ESQ.
25 Attorneys for Plaintiff
26 Antonio Ramirez
27
28

DEMAND FOR JURY TRIAL

Plaintiff demands a trial by jury as to all causes of action triable by jury.

DATED: 06/26/2024

SORRENTINO & ASSOCIATES PC



PAUL F. SORRENTINO
VINCENT P. SORRENTINO, ESQ.
Attorneys for Plaintiff
Antonio Ramirez

EXHIBIT A



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

June 2, 2024

Antonio Ramirez

RE: **Notice of Case Closure and Right to Sue**
CRD Matter Number: 202406-24936902
Right to Sue: Ramirez / FORT WASHINGTON GOLF & COUNTRY CLUB

Dear Antonio Ramirez:

This letter informs you that the above-referenced complaint filed with the Civil Rights Department (CRD) has been closed effective June 2, 2024 because an immediate Right to Sue notice was requested.

This letter is also your Right to Sue notice. According to Government Code section 12965, subdivision (b), a civil action may be brought under the provisions of the Fair Employment and Housing Act against the person, employer, labor organization or employment agency named in the above-referenced complaint. The civil action must be filed within one year from the date of this letter.

To obtain a federal Right to Sue notice, you must contact the U.S. Equal Employment Opportunity Commission (EEOC) to file a complaint within 30 days of receipt of this CRD Notice of Case Closure or within 300 days of the alleged discriminatory act, whichever is earlier.

Sincerely,

Civil Rights Department

EXHIBIT B



Paul F. Sorrentino
Paul@SorrentinoLawPC.com

Vincent P. Sorrentino
Vincent@SorrentinoLawPC.com

Richard B. Mandel
Richard@SorrentinoLawPC.com

**SORRENTINO &
ASSOCIATES PC**

Emerald Plaza
402 W Broadway, Ste 2600
San Diego, CA 92101
T: (619) 737-2733
F: (619) 317-0539
AZ, CA, NE, USPTO

May 14, 2024

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
Attn: PAGA Administrator
800 Capitol Mall, MIC-55
Sacramento, California 95814

VIA E-MAIL
EMPLOYER

**Re: Notice of Violations, California Labor Code section 2698 et seq. by
FORT WASHINGTON GOLF & COUNTRY CLUB**

Dear Labor and Workforce Development Agency Representative:

This firm represents Antonio Ramirez ("EMPLOYEE") who seeks penalties from FORT WASHINGTON GOLF & COUNTRY CLUB and DOES 1 through 10, inclusive (hereinafter, collectively "EMPLOYERS"), on EMPLOYEE's behalf, on behalf of the State of California, and on behalf of all non-exempt, hourly-paid employees who worked for EMPLOYERS during the relevant statutory period for violations of the California Labor Code and applicable wage law, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 226(a), 226.7, 226.8, 246, 510, 512(a), 515(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1 1198, 2753, and 2802.

EMPLOYEE intends to seek civil penalties, attorney's fees, costs, and all other available relief for violations of the California Labor Code made recoverable under sections 2698, et seq., the Labor Code Private Attorney General Act of 2004 ("PAGA"). EMPLOYEE seeks relief on EMPLOYEE'S behalf, on behalf of the State of California, and on behalf of all other non-exempt, hourly-paid employees who were employed by EMPLOYERS ("AGGRIEVED EMPLOYEES").

This Notice is sent in compliance with and under the reporting requirements of California Labor Code section 2699.3. This Notice also serves to demonstrate EMPLOYEE's good-faith attempt at settlement with EMPLOYERS. If EMPLOYERS are interested in settling this matter, EMPLOYERS are encouraged to contact us.

This Notice is sent on behalf of all non-exempt, hourly-paid employees of EMPLOYERS. The AGGRIEVED EMPLOYEES worked for all of the EMPLOYERS or any of

the EMPLOYERS as non-exempt, hourly-paid employees. Nothing in this Notice should be interpreted as limiting the representative class to non-exempt, hourly-paid employees who worked for all EMPLOYERS only.

The definition of "EMPLOYER" for purposes of the California Labor Code includes irregular working arrangements, and was specifically drafted to prevent evasion and subterfuge of California's labor laws. To that end, EMPLOYEE is informed and believes, and based thereon alleges, that EMPLOYERS, including any as of now unknown entities, must be classified as joint employers for purposes of liability for civil penalties under PAGA. As such, EMPLOYERS are each liable for civil penalties for violation of the California Labor Code as to EMPLOYEE and the other Aggrieved Employees.

This Notice further reserves EMPLOYEE's right to amend and/or add to this Notice, upon discovery of new information, additional violations of the California Labor Code, and/or individuals and/or EMPLOYERS responsible for the same. Any further amendments and changes to this notice shall relate to the date of this notice.

Factual Background

EMPLOYER failed to provide rest breaks, did not provide all meal periods in compliance with California Law, failed to reimburse employees for required use of their own belongings such as cell phones, caused work to be performed off the clock, and failed to pay employees for half of their scheduled shift when called in but let go early. EMPLOYER also failed to timely pay wages due at the time of separation, and as a result of the above, had inaccurate pay records.

Violation of Labor Code 510 (Overtime and Double Time)

California Labor Code sections 510 and the applicable Wage Orders require employers to pay employees working more than eight (8) hours in a day or more than 40 hours in a week at the rate of at least time-and-one-half (1.5) times their regular rate of pay ("overtime") for a time such worked, and two (2) times their regular rate of pay ("double time") for such hours worked over 12 hours in a day. "Regular rate" includes all remuneration, including non-discretionary bonuses and incentives.

During the relevant period, EMPLOYEE and other AGGRIEVED EMPLOYEES worked more than eight (8) hours in a workday and/or 40 hours in a workweek.

EMPLOYERS routinely required this work to be performed before and/or after scheduled shifts, and/or during off-the-clock meal breaks, and/or during rest breaks. As a consequence, EMPLOYERS willfully failed to pay EMPLOYEE and other hourly-paid, non-exempt employees the wages to which they were entitled.

Pursuant to the foregoing, EMPLOYERS violated California Labor Code section 510 and the applicable Wage Orders. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 558, 1194, and/or 2699(a), (f)-(g).

Violation of Labor Code 226.7 and 512(a) (Meal and Rest Breaks)

California Labor Code sections 226.7, 512(a), and the applicable Wage Orders require employers to pay employees one (1) additional hour of pay at the employee's regular rate for each workday that a legally compliant meal and/or rest break was not provided.

Employers cannot require, cause, or permit an employee to work more than five (5) hours per day without providing an uninterrupted meal break. If an employee works over ten (10) hours in a workday, employers are required to either provide a second, uninterrupted 30-minute meal break or pay employees an additional one (1) hour of pay at the employee's regular rate.

If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided.

Furthermore, no employer shall require an employee to work during any rest period. Rest periods requirements are based on the total hours worked; employees are legally entitled to ten (10) minutes per four (4) hours or a major fraction thereof, that employee worked.

EMPLOYERS failed to provide EMPLOYEE and other AGGRIEVED EMPLOYEES with the required rest and meal break periods. EMPLOYEE and other AGGRIEVED EMPLOYEES were routinely required to work through these periods instead, because of understaffing, inadequate coverage, unreasonably high workload and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS.

EMPLOYEE and other AGGRIEVED EMPLOYEES worked shifts in excess of five (5) hours without a meal break, and worked shifts of ten (10) hours or more without a second meal break, due to understaffing, inadequate coverage, unreasonably high workload, and expectations, and/or other actions, inactions, or decisions made by and within the sole control and discretion of EMPLOYERS.

EMPLOYEE is informed and believes, and based thereon alleges, that any purported appearance of meal and rest break compliance is because EMPLOYERS systematically and routinely clocked out for and/or otherwise altered the timekeeping records of EMPLOYEE and other AGGRIEVED EMPLOYEES in an attempt to hide the aforementioned infractions. EMPLOYERS, knowingly and contrary to law and public policy, employed a tactic of clocking-out employees for rest and/or meal periods that were never taken and/or otherwise falsified or altered timekeeping records.

EMPLOYERS knew or should have known, that their behavior caused EMPLOYEE and other AGGRIEVED EMPLOYEES to work through the above-described meal and/or rest periods.

As a company-wide policy, EMPLOYERS still chose not to pay meal and rest period premiums required by law.

Pursuant to the foregoing, EMPLOYERS violated California Labor Code sections 226.7, 512(a), and 1198. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 558, and/or

2699(a), (f)-(g), and all other applicable law.

Violation of Labor Code 1182.12, 1194, 1197, and 1197.1 (Minimum Wage)

California Labor Code sections 1182.12, 1194, 1197, and 1197.1 require employers to pay the minimum wage as set by the IWC. California Labor Code section 1182.12, as amended by Senate Bill 3, Chapter 4, Section 3, defines the minimum wage as;

(1) For any employer who employs 26 or more employees:

- (A) From January 1, 2017, to December 31, 2017, \$10.50 per hour.
- (B) From January 1, 2018, to December 31, 2018, \$11 per hour.
- (C) From January 1, 2019, to December 31, 2019, \$12 per hour.
- (D) From January 1, 2020, to December 31, 2020, \$13 per hour.
- (E) From January 1, 2021, to December 31, 2021, \$14 per hour.
- (F) From January 1, 2022, and until adjusted by subdivision (c) \$15 per hour.

(2) For any employer who employs 25 or fewer employees:

- (A) From January 1, 2018, to December 31, 2018, \$10.50 per hour.
- (B) From January 1, 2019, to December 31, 2019, \$11 per hour.
- (C) From January 1, 2020, to December 31, 2020, \$12 per hour.
- (D) From January 1, 2021, to December 31, 2021, \$13 per hour.
- (E) From January 1, 2022, to December 31, 2022, \$14 per hour.
- (F) From January 1, 2023, and until adjusted by subdivision (c) \$15 per hour.

The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, an employer's failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee's total pay and overall hours worked, paid or not, results in an average hourly wage above minimum wage.

As alleged throughout this Notice, due to the company-wide failures of EMPLOYERS, EMPLOYEE, and other AGGRIEVED EMPLOYEES were forced to work off-the-clock, and/or during rest breaks, and/or during meal breaks. EMPLOYERS failed to pay EMPLOYEE and other AGGRIEVED EMPLOYEES minimum wage for this time and/or falsified timekeeping records to hide this fact.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 1197.1, and/or 2699(a), (f)-(g), and all other applicable law.

Violation of Labor Code 226(a), 1174(d), and 1198 (Accurate Employment Records)

California Labor Code 226(a) requires employers to create and provide employees with true and accurate employment records. California Labor Code section 226(e) provides that if an employer fails to furnish an employee with the same, the employee is entitled to recover the greater of all actual damages, or \$50.00 for an initial infraction, and \$100 per employee for each subsequent violation in any pay period. California Labor Code 226.3 imposes civil penalties on any employer in violation of section 226(a) at \$250 per employee violation in an initial citation and \$1,000 per employee for each subsequent violation.

California Labor Code 1174(d) requires employers to keep payroll records showing hours worked, and wages paid to and/or the number of piece-rate units earned, for all employees. California Labor Code section 1174.5 subjects employers to a \$500 penalty for failing to maintain the same.

California Labor Code section 1198 provides that maximum hours and standard conditions of labor are fixed by the Labor Commissioner in the applicable Wage Orders. According to the applicable Wage Order, employers must keep accurate records of when employees begin and end each work period and each meal period.

EMPLOYERS knowingly provided employees with records that do not meet the statutory requirements of truth and accuracy, because EMPLOYERS failed to truthfully and accurately document, among other things, employees off-the-clock work. As a result, EMPLOYERS failed to list the correct amount of gross and/or net wages earned by EMPLOYEE and the other AGGRIEVED EMPLOYEES.

The statements in question are deficient in many other ways, including, but not limited to failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate, failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID properly, failure to list the full legal name and address of the employer, failure to list inclusive dates for which employees are paid, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work.

EMPLOYERS willfully failed to maintain accurate payroll records for EMPLOYEE and other AGGRIEVED EMPLOYEES as a result of EMPLOYERS failure to accurately record employee's rest breaks, and/or meal breaks, and/or off-the-clock work. EMPLOYERS failure makes it impossible for EMPLOYEE and other AGGRIEVED EMPLOYEES to accurately determine the extent of their underpayment, thereby causing further injuries to each of them.

Pursuant to the foregoing, EMPLOYER violates California Labor Code Sections 226(a), 1174(d), and 1198. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 226(e), 226.3, 1174.5, and/or 2699(a), (f)-(g), and all other applicable law.

Violation of California Code of Regulations 11050(5)(A) (Reporting Time)

California Code of Regulations, Title 8, section 11050(5)(A) provides that for each workday when an employee is required to and does report to work, but is either not put to work or is furnished less than half of said employee's usual scheduled day's work, that employee should be paid for no less than half, and in no event less than two (2) hours, of the employee's regular rate of pay.

EMPLOYEE and other AGGRIEVED EMPLOYEES were told by EMPLOYERS to report to work and were either not put to work or were furnished less than half of said employee's usual scheduled day's work. EMPLOYERS routinely failed to pay the required reporting time wages to EMPLOYEE and other AGGRIEVED EMPLOYEES for each of these instances.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 1197.1 and/or 2699(a), (f)-(g), and all other applicable law.

Violation of Labor Code 204 (All Wages Paid on Time)

California Labor Code section 204 requires that all wages earned, other than those due upon termination, be paid on time as defined by the statute.

As a result of the numerous company-wide failures of EMPLOYERS as described throughout this Notice, EMPLOYERS failed to pay EMPLOYEE and other AGGRIEVED EMPLOYEES all wages due to them, including, but not limited to failure to list total hours worked, failing to list applicable hourly rates and the numbers of hours worked at each rate, failure to list piece-rate units earned and the applicable piece-rate, failure to list deductions, failure to track sick leave, failure to list the employee and SSN/EID properly, failure to list the full legal name and address of the employer, failure to list inclusive dates for which employees are paid, failure to provide employees with the ability to easily access wage statements and get hard copies at no expense to the employee, and/or failure to state all hours worked as a result of off-the-clock work, within the statutorily required period.

Pursuant to the foregoing, EMPLOYERS violate California Labor Code Sections 204. EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 203, 210 and/or 2699(a), (f)-(g), and all other applicable law.

Violation of Labor Code 201, 202, and 203 (Timely Payment Upon Discharge or Resignation)

California Labor Code sections 201, 202, and 203 provide that employees who are terminated are due all wages earned immediately. Employees who resign from their employment without giving 72 hours' notice are due all wages earned within 72 hours of their resignation. Employees who resign their employment giving 72 hours' notice are entitled to all wages earned at the time their resignation becomes effective.

EMPLOYERS terminated their employment relationship with EMPLOYEE on or about July 07, 2023. Accordingly, EMPLOYEE was due all wages earned immediately.

When EMPLOYEE finally received EMPLOYEE's final paycheck, that final paycheck was legally deficient in that it did not account for all wages earned despite EMPLOYERS knowing that such wages were due to EMPLOYEE.

Due to the company-wide failures of EMPLOYERS as described throughout this Notice, EMPLOYERS similarly failed to pay other AGGRIEVED EMPLOYEES timely wages upon their discharge or resignation under Labor Code sections 201, 202, and 203.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 201, 202, 203, and 2699(a), (f)-(g), and all other applicable law.

Violation of Labor Code 2800, 2802 (Reimbursement of Necessary Expenditures)

California Labor Code Sections 2800 and 2802 require that an employer indemnify employees for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of their duties.

EMPLOYEE and other AGGRIEVED EMPLOYEES were directed and expected to incur personal expenses on behalf of EMPLOYERS while performing their job duties. Such personal expenses include but are not limited to, use of personal cell phone, internet, travel expenses, and parking expenses. EMPLOYEE and the other AGGRIEVED EMPLOYEES would not have been able to accomplish their job duties absent incurring these personal expenses. EMPLOYERS failed to indemnify EMPLOYEE and other AGGRIEVED EMPLOYEES for all necessary expenditures or losses accordingly.

Pursuant to the foregoing, EMPLOYEE and other AGGRIEVED EMPLOYEES are entitled to civil penalties, attorney's fees, costs, and interest thereon, under Labor Code sections 2699(a), (f)-(g), and all other applicable law.

California Labor Code 558(a) (Civil Penalties)

California Labor Code section 558(a) provides that any employer, including individuals acting on behalf of employers, that violates or causes to be violated, a section of the Labor Code or any applicable Wage Orders are subject to the following penalties;

- \$50 for any initial violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover unpaid wages;
- \$100 for each subsequent violation for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount to recover unpaid wages;

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. Labor Code section 558(c) provides that the penalties in this section are in addition to any other civil penalty.

EMPLOYERS were and are an employer, and violated EMPLOYEE'S and other AGGRIEVED EMPLOYEES' rights by violating, or causing to be violated, various sections of this code as described throughout this notice letter.

Conclusion

Pursuant to California Labor Code sections 2699(a), 2699.3(a), 2699.3(c), 2699.5, and 558, EMPLOYEE, acting in the public interest as Private Attorney General, seeks the applicable penalties for themselves, all other AGGRIEVED EMPLOYEES, and the State of California against EMPLOYERS for violations of Labor Code sections, including, but not limited to: 201, 202, 203, 204, 206, 226(a), 226.7, 246, 510, 512(a), 1174(d), 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2802, and any and all other applicable law.

Very truly yours,

A handwritten signature in black ink, appearing to read "Vincent P. Sorrentino", written in a cursive style.

Vincent P. Sorrentino