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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF YOLO

(UNLIMITED JURISDICTION)

ROBERTO CARLOS TORRES and LUIS GONZALEZ, on behalf of themselves and others similarly situated,

Plaintiffs,

vs.

TAUZER APIARIES, INC.; TREVOR TAUZER, individually; CLAIRE TAUZER, individually; MARK TAUZER, individually; and DOES 1 through 50, inclusive,

Defendants.

Case No. CV2023-1329

<u>CLASS ACTION</u>

SECOND AMENDED COMPLAINT FOR:

1. **UNFAIR BUSINESS PRACTICES (BUS. & PROF CODE § 17200, et seq.);**
2. **FAILURE TO PERMIT AND AUTHORIZE REST PERIODS (LABOR CODE § 226.7);**
3. **FAILURE TO PROVIDE MEAL PERIODS (LABOR CODE § 226.7);**
4. **FAILURE TO INDEMNIFY FOR WORK-RELATED EXPENSES (LABOR CODE § 2802);**
5. **FAILURE TO TIMELY PAY WAGES DUE TO FORMER EMPLOYEES (LABOR CODE §§ 201, 202, 203);**
6. **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS (LABOR CODE §226);**
7. **FAILURE TO PAY OVERTIME WAGES (LABOR CODE §§, 510, 860, 1194, 1198);**
8. **FAILURE TO PAY WAGES (LABOR CODE §§ 200, 201, 202, 218.6); and,**
9. **PRIVATE ATTORNEYS GENERAL ACT (PAGA).**

Plaintiffs Roberto Carlos Torres and Luis Gonzalez ("Plaintiffs") bring this suit as a class action on behalf of themselves and all others similarly-situated pursuant to California Code of Civil Procedure section 382, and allege on information and belief, as follows:

INTRODUCTION

1. Plaintiffs bring this Complaint against Defendants Tauzer Apiaries, Inc.; Trevor Tauzer; Claire Tauzer; Mark Tauzer; and, DOES 1 through 50, inclusive (hereinafter "Defendants"). Plaintiffs allege that Defendants routinely violated state laws by: failing to provide Plaintiffs and other similarly-situated workers with legally-compliant meal and rest periods and unlawfully failing to pay for necessary work-related expenses, such as use of their personal cellular phones. Defendants further failed to pay Plaintiff Gonzalez and other similarly-situated non-H-2A workers at least the applicable Adverse Effect Wage Rate ("AEWR") under the H-2A Program for all work performed, including the applicable overtime and/or double time rate. Plaintiffs seek unpaid wages, damages, restitution, and other relief on behalf of themselves and other aggrieved former and current employees of Defendants.

2. Plaintiffs allege that Defendants' employment practices are unlawful, unfair, and contrary to the public policies of the State of California. Plaintiffs allege that by violating the state labor laws enumerated below and the federal requirements under the H-2A program, Defendants have engaged in and continue to engage in unfair and unlawful business practices in violation of California's Unfair Competition Law (Business and Professions Code §§ 17200, *et seq.*), causing injury to Plaintiffs and other current and former employees of Defendants.

3. Through their class-wide claims based on state law, Plaintiffs seek restitution of all benefits obtained by Defendants from their unlawful business practices in the form of premium wages, unpaid overtime and double time wages, and other damages permitted by law, including accrued interest pursuant to California law; recovery of penalties; injunctive and declaratory relief; all other forms of equitable relief permitted by law; and reasonable attorneys' fees and costs.

JURISDICTIONAL ALLEGATIONS

4. Venue is proper in this judicial district, pursuant to California Code of Civil Procedure ("C.C.P.") section 395 (a). Defendants maintain offices, transact business, and have an agent in the

County of Yolo, and are otherwise within this Court's jurisdiction for purposes of service of process. The unlawful acts alleged herein have a direct effect on Plaintiffs and those similarly situated within the State of California and the County of Yolo. Defendants operate apiaries in the County of Yolo within the State of California and employ numerous employees in the County of Yolo.

5. The Court has jurisdiction over this class action pursuant to Article 6, Section 10 of the California Constitution and C.C.P. section 410.10.

6. Plaintiffs bring this action against Defendants pursuant to California Labor Code sections 200-203, 218, 226, 510, 512, 860, 1194, 1198, 2802 and 2698-2699; attorneys' fees and costs under applicable statutes; applicable Industrial Welfare Commission ("IWC") Wage Orders, Business & Professions Code sections 17200, *et seq.*, and C.C.P. sections 395 and 395.5. The acts giving rise to this Complaint were made and performed in the County of Yolo, and Defendants' liability arises pursuant to their employment of Plaintiffs in the County of Yolo. Members of the putative Plaintiff Class who are identified as current and former nonexempt apiarist employees of Defendants have also worked and/or lived in the County of Yolo.

7. Defendants have their principal place of business and mailing address and operate apiaries facilities in the County of Yolo.

PARTIES

8. Plaintiff. Plaintiff Roberto Carlos Torres was employed as a beekeeper by Defendants from approximately August 2021 to May 2023.

9. Plaintiff. Plaintiff Luis Gonzalez was employed as a beekeeper by Defendants from approximately January 2022 to January 2023.

10. Defendant Tauzer Apiaries, Inc. Plaintiffs are informed and believe and thereon allege that Defendant Tauzer Apiaries, Inc. ("Tauzer Apiaries") is a corporation under the laws of California, and doing business in the County of Yolo. On information and belief, Plaintiffs allege that as of the date of filing, Defendant Tauzer Apiaries operates apiary facilities in the County of Yolo.

11. Individual Defendants. Defendants Trevor Tauzer, Claire Tauzer, and Mark Tauzer (herein after collectively referred to as "Individual Tauzer Defendants") are each individuals who

reside and conduct business in the State of California, who at all relevant times to this complaint were acting directly or indirectly in the interest of Tauzer Apiaries, and caused the violations of the state labor protections suffered by Plaintiffs and other employees of Tauzer Apiaries.

12. Defendant Trevor Tauzer. Defendant Trevor Tauzer is a manager and operator of Tauzer Apiaries. At all times relevant herein, Trevor Tauzer has been the Chief Financial Officer and Agent for Service of Process for Tauzer Apiaries and was Plaintiffs' employer and the employer of members of the putative Plaintiff Class and liable to them, as hereinafter alleged.

13. Defendant Claire Tauzer. Defendant Claire Tauzer is a general manager and operator of Tauzer Apiaries. At all times relevant herein. Claire Tauzer was Plaintiffs' employer and the employer of members of the putative Plaintiff Class and liable to them, as hereinafter alleged.

14. Defendant Mark Tauzer. Defendant Mark Tauzer is president and operator of Tauzer Apiaries. At all times relevant herein, Mark Tauzer has been the Chief Executive Officer for Tauzer Apiaries and was Plaintiffs' employer and the employer of members of the putative Plaintiff Class and liable to them as such.

15. The Individual Tauzer Defendants violated or caused the violations of California law alleged herein while acting on behalf of Tauzer Apiaries and are liable for the PAGA penalties under California Labor Code § 2699.

16. The Individual Tauzer Defendants are owners, officers, or managing agents of Tauzer Apiaries and are liable for the violations of the Labor Code and Wage Order provisions herein pursuant to California Labor Code § 558.1.

17. Plaintiffs further allege that during the relevant statutory period Defendants have employed over 75 non-exempt workers at their apiary facilities. Plaintiffs are informed and believe and thereon allege that the resulting damages were proximately caused by the conduct of said Defendants.

18. Plaintiffs are ignorant of the true names and capacities of the Defendants named herein as DOES 1 through 50, inclusive, and therefore sue these Defendants by such fictitious names pursuant to C.C.P. section 474. Plaintiffs will amend this Complaint to show the true names and capacities when ascertained. Plaintiffs are likely to have evidentiary support, after reasonable

opportunity for further investigation, research, and discovery, to support their allegation that each of the fictitiously-named Defendants are responsible in some manner for the occurrences herein alleged and that Plaintiffs and the Plaintiff's Class damages were proximately caused by such occurrences.

JOINT AND SEVERAL LIABILITY

19. Plaintiffs are informed and believe and thereon allege under *Turman v. Superior Court* (2017) 17 Cal.App.5th 969 that the named Defendants have exercised complete control over the apiary facilities, including operational and financial control over Plaintiffs and similarly-situated employees. There exists and at all times mentioned has existed, a unity of interest and ownership between and among all named Defendants, such that any individuality and separateness among these Defendants, and each of them, have ceased. Plaintiffs are informed and believe and thereon allege that at all times herein material, Defendants, and each of them, were completely dominated and controlled by each other, or was acting on behalf of each other as partners, agents, and/or joint venturers.

20. Defendants are jointly and severally liable as employers for the harms alleged in this Complaint because they all have: (1) exercised control over the Plaintiffs' and the Plaintiff Class' hours, wages or working conditions; (2) suffered or permitted Plaintiffs and the Plaintiff Class to work; and/or (3) "engaged" Plaintiffs and the Plaintiff Class thereby creating a common law employment relationship. Plaintiffs and all members of the Class were employees of all named Defendants and DOES 1-50 within these definitions.

21. As Plaintiffs' and the Plaintiff Class' joint employers, Defendants are all jointly and severally liable for the Plaintiffs' and the Plaintiff Class' owed premium pay, liquidated damages, statutory penalties, and other relief under the California Labor Code and other laws herein alleged.

22. Plaintiffs are informed and believe, and on that basis allege, that Defendants, and each of them, at all times material to this Complaint, have acted as joint employers with respect to the individual Plaintiffs and the Class because Defendants have:

(a) jointly exercised meaningful control over the work performed by Plaintiffs;

(b) jointly exercised meaningful control over Plaintiffs' wages, hours and working conditions, including the quantity, quality standards, speed, scheduling, and operative details of the tasks Plaintiffs performed; and,

(c) jointly required that Plaintiffs perform work which is an integral part of Defendants' businesses.

23. Plaintiffs and the members of the class are directly supervised by the owner, and by managers, supervisors and/or foremen employed by Defendants, and each of them, who determine what tasks class members are to perform, the location, manner, means, schedule and speed they are to do their work, and the tools, equipment, and other implements and supplies they are to use.

24. At relevant times throughout Plaintiffs' employment, Defendants, their owners, officers, and managing agents, and each of them, failed to conform their conduct to the requirements of the law. This unlawful conduct included, but was not limited to, failing to provide Plaintiffs and the Plaintiff Class with required, legally-compliant meal and rest breaks, failing to pay premiums for missed and inadequate meal and rest breaks, failing to pay all wages due on termination, failing to reimburse them for work-related equipment, and other violations as set forth herein.

25. By virtue of Defendants' unlawful failure and refusal to pay Plaintiffs and the Plaintiff Class premiums for missed and inadequate meal and rest breaks and other benefits to which they are entitled, Plaintiffs and the Plaintiff Class have lost wages and other damages due to them in amounts to be proven at trial.

26. Plaintiffs are informed and believe and thereon allege that at all times relevant herein, each and every Defendant, including the DOE Defendants, acted in concert and in furtherance of each other's interest. The acts of the individually named Defendants, as described herein, were known to and ratified by other Defendants.

27. Plaintiffs are informed and believe and thereon allege that at all times material to this action, each Defendant—including each sued herein as DOE—was the agent, or employee of, or co-conspirator with and/or working in concert with, each of the remaining Defendants and was at all times acting within the purpose and scope of such agency, employment, concerted activity, or conspiracy. Plaintiffs further allege that to the extent that specific acts or omissions were perpetrated

by a certain Defendant, the remaining Defendant or Defendants confirmed and ratified said acts and omissions.

28. Whenever and wherever reference is made in this complaint to individuals who are not named as Plaintiffs or Defendants but are or were employees, agents, or authorized representatives of Defendants, or any of its/their subsidiaries, branches, departments or divisions, such individuals at all relevant times acted and failed to act at the instruction of, or otherwise on behalf of Defendants, and were at all relevant times acting within the course and scope of such employment, agency, or authorized representation.

29. Plaintiffs are informed and believe and thereon allege that at all times material to this action, each Defendant—including each sued herein as DOE—was the agent, or employee of, or co-conspirator with and/or working in concert with, each of the remaining Defendants and was at all times acting within the purpose and scope of such agency, employment, concerted activity, or conspiracy. Plaintiffs further allege that to the extent that specific acts or omissions were perpetrated by a certain Defendant, the remaining Defendant or Defendants confirmed and ratified said acts and omissions.

CLASS REPRESENTATIVE ALLEGATIONS

30. Plaintiff Roberto Carlos Torres. In 2021, Defendants employed Plaintiff Torres to perform work of a nonexempt employee at their apiary, where he labored as a beekeeper. He left his employment with Defendants in May 2023. Plaintiff Torres was employed as non-H-2A worker.

31. Plaintiff Luis Gonzalez. In 2022, Defendants employed Plaintiff Gonzalez to perform work of a nonexempt employee at their apiary, where he labored as a beekeeper. His employment with Defendants ended in or about January 2023. Defendants paid Plaintiff Gonzalez $16.00 per hour in 2022 and gave him a 0.50¢ raise in or about January 2023. Plaintiff Gonzalez was employed as non-H-2A worker.

32. On information and belief, the Individual Tauzer Defendants implemented and oversaw Tauzer Apiaries' policies, practices, and procedures in place related to employees' rest and meal periods; expense reimbursements; work schedules; wage statements; and payment of wages. Defendants Claire Tauzer and Trevor Tauzer issued periodic memorandums to Plaintiffs and other

Class Members containing Tauzer Apiaries' policies and practices on rest and meal periods, work schedules, and payment of wages. Claire Tauzer and Trevor Tauzer directed Plaintiffs and other employees to speak with their human resources department if they had any questions about the policies. The policies, practices, and procedures implemented and overseen by the Individual Tauzer Defendants violated or caused to be violated the Labor Code sections alleged by Plaintiffs in this Complaint.

33. The Individual Tauzer Defendants managed and oversaw the day-to-day operations of Tauzer Apiaries. In 2019, 2020, and 2021, on information and belief, Tauzer Apiaries identified its chain of command as follows in its Employee Handbooks: (1) Trevor Tauzer; (2) Mark Tauzer; and (3) Claire Tauzer. Trevor and Mark shared "equal responsibilities in the everyday work of the company" while Claire "can and [would] act as the overall supervisor when necessary." The employee handbooks from 2022 to 2023 identified Trevor Tauzer and Claire Tauzer as the "general managers." According to these employee handbooks: "Trevor manages all hive health, pollination, and beekeeping logistics and Claire manages all honey, queen, sales, community outreach, and personnel."

34. While employed by Defendants, Plaintiffs and their co-workers were not provided with the adequate meal and rest periods to which they were entitled by law. During the Class Period, Defendants simply did not provide Plaintiffs or other apiary workers with any ten-minute rest periods even though they typically worked over 10 hours per day. As Plaintiffs' timecards demonstrate, when they were provided with a 30-minute meal period, it was often after having worked more than five (5) hours per day. Plaintiffs also were not provided with a second meal period even though they typically worked over 10 hours per day. Defendants notified employees that they could waive their second meal period until February 2023. Defendants did not pay Plaintiffs premium compensation for the meal and rest breaks they did not adequately receive. Only a few of their paychecks reflected premium pay paid for inadequate meal periods, and no premium pay was reflected for missing or non-compliant rest periods.

35. During the Class Period, Defendants failed to provide Plaintiffs and their co-workers a cellular phone, a work item that Defendants were obligated to provide and failed to provide as a necessary work-related expense, in violation of Labor Code § 2802.

36. Plaintiffs are informed, believe and thereon allege that in 2022, 2023, 2024, Defendants applied for and obtained H-2A visas from the U.S. government for approximately 16 H-2A workers to work for Defendants as beekeepers in and around Yolo County. Defendants were authorized to employ these H-2A workers and any non-H-2A workers under the terms and conditions of the H-2A certifications and Job Orders approved by the United States Department of Labor ("U.S. DOL"). Defendants were required by law, H-2A regulations 20 C.F.R. § 655.120(a) and 20 C.F.R. § 121(l), as a term of the H-2A certifications to pay their non-H-2A workers, such as Plaintiffs, the same hourly rate as the H-2A workers.

37. Defendants, to obtain approval from the U.S. DOL, certified and assured the U.S. DOL that in getting the job order to employ H-2A Workers, Defendants offered, intended to offer, and would provide to its U.S. workers, such as Plaintiffs, no less than the same benefits, wages, and working conditions than those offered to H-2A workers in the job order. Furthermore, H-2A regulation 20 C.F.R. § 655.122(a) requires Defendants to offer the same benefits, wages, and working conditions to their non-H-2A workers.

38. Defendants, to obtain approval from the U.S. DOL, certified and assured the U.S. DOL that they would pay its H-2A workers and non-H-2A workers at least the AEWR, prevailing hourly wage rate, prevailing piece rate, collective-bargaining rate, or federal or state minimum wage rate, in effect at the time the work is performed, whichever is highest. H-2A regulation 20 C.F.R. § 655.122(l) requires Defendants to pay the highest rate.

39. Defendants, to obtain approval from the U.S. DOL, certified and assured U.S. DOL that they would comply with all applicable federal, state, or local employment related laws and regulations, to get H-2A workers. H-2A regulation 20 C.F.R. 655.135(e) requires employers to comply with these employment related laws. Defendants further specified that they would abide by California's Wage Order No. 14.

40. On information and belief, Defendants acted in concert in applying for the certification, recruiting, hiring, and employing H-2A workers and non-H-2A workers under the approved H-2A job orders.

41. Defendants, to obtain approval from the U.S. DOL, furthered certified and assured the U.S. DOL that in getting the job order to employ H-2A workers, Defendants would provide their non-H-2A workers with a copy of the job order (or H-2A work contract) in a language understood by the worker no later than the day work commenced under the approved job order. Furthermore, H-2A regulation 20 C.F.R. § 655.122(q) requires Defendants to provide their non-H2A workers with a copy of the job order (or H-2A work contract).

42. Defendants failed to disclose this information even though the H-2A program required them to disclose this information and they assured the U.S. DOL they will do so. Defendants failed to provide Plaintiffs a copy of the job order as required and, on information and belief, Defendants similarly failed to provide a copy of the job order to other non-H-2A workers employed by Defendants at all relevant times. Neither did Defendants disclose to Plaintiffs the applicable AEWR Defendants would be paying H-2A workers. On information and believe, Defendants similarly did not disclose to their other non-H-2A workers the applicable AEWR.

43. Defendants were required to pay the AEWR to their comparably employed U.S. workers in corresponding employment for all work performed at wage rates which varied by year and were set by U.S. DOL. H-2A regulations 20 C.F.R. 655.103(b) and 29 C.F.R. 501.3(a) define corresponding employment as the "employment of workers who are not H-2A workers…in any work included in the job order, or any agricultural worker performed by the H-2A workers." Any non-H-2A worker performing this requisite work meets this requirement. Plaintiffs were entitled to receive at least the AEWR because Defendants in 2022 and 2023 applied for and obtained a job order to employ H-2A workers as beekeepers, the H-2A workers worked as beekeepers as did the Plaintiffs.

44. Defendant Trevor Tauzer signed and certified the job orders permitting Tauzer Apiaries to employ H-2A workers in California in 2022, 2023, and 2024. He signed these job orders as the General Manager for Tauzer Apiaries and declared under penalty of perjury that the information contained in the job orders was "true and correct" and that the job orders described "the

actual terms and conditions of employment being offered by me and contains all material terms and conditions of the job." These job orders contained Tauzer Apiaries' policies and employment terms regarding overtime, rates of pay, meal and rest periods, among others.

45. In the job orders submitted to U.S. DOL, Defendant Trevor Tauzer included as a material term of employment that Tauzer Apiaries' "workers will be guaranteed not less than the higher of the AEWR in effect at the time work is performed." In each job order, Defendant listed the AEWR as the wage rate Tauzer Apiaries agreed to pay its workers. Defendant further stated as a term that "if the prevailing wage or AEWR (hourly or piece rate) increases during the contract period, the employer will pay the higher rate." Defendant also included as term of employment that the overtime rate in California would be paid "one and one-half times the required wage for work performed in California ($17.51[1] per hour, unless rescinded by court order or other action) is $26.26 per hour and $35.02 for double time." Defendant Trevor Tauzer furthered assured "they will pay the highest of such rates prevailing hourly wage rate; or federal/state minimum wage rates."

46. Plaintiffs and other similar-situated workers were entitled to be paid at least the AEWR of $17.51 per hour for work performed in 2022, and $18.65 per hour for work performed in 2023. Defendants incorrectly listed $17.51 as the applicable AEWR for 2023 when the U.S. DOL set the AEWR for California at $18.65 effective January 1, 2023. Plaintiffs and other similar-situated workers were also entitled to be paid overtime at the regular rate of time and one half the applicable AEWR and/or double time at the regular rate of twice the applicable AEWR. Based on information and belief, H-2A workers were paid more than AEWR listed on the H-2A Job Orders. Defendants failed to pay Plaintiff Gonzalez and other similar-situated workers the same AEWR as the H-2A workers.

47. Defendants failed to provide Plaintiffs, and, on information and belief, Class Members with accurate and complete itemized wage statements showing accurately gross wages and net wages earned and all applicable rates of pay.

[1] This rate and the accompanying overtime and double-time rate changed each year but the terms remained the same.

48. When Plaintiffs' employment with Defendants ended, Defendants gave them their final paycheck. However, only a few of their paychecks reflected premium pay paid for inadequate meal periods, and no premium pay was reflected for missing or non-compliant rest periods. Neither did the checks for Plaintiff Gonzalez reflect payment of wages of at least the AEWR. To date, Defendants have not paid Plaintiffs all premium pay for missed meal and rest periods, waiting time penalties, reimbursements for their use of his personal cellular phone, or any interest on these amounts.

ADDITIONAL ALLEGATIONS

49. On information and belief, Plaintiffs allege that during the Class Period, Defendants employed over 75 nonexempt workers to work at their apiary facilities in the County of Yolo.

50. At all times relevant hereto, the relationship between Defendants and Plaintiffs and each member of the Plaintiff Class, has been that of employer and employee. Each and every one of the Defendants is an employer of the Plaintiffs, with respect to all the causes of action alleged in this Complaint, within the meaning of the applicable Wage Order and applicable California Labor Code sections. Therefore, each Defendant is jointly and severally liable for the violations of state law alleged herein.

51. Meal and Rest Break Requirements. The IWC Wage Order applicable to members of the Plaintiff Class provides that, "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 employee." It further states that, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3-1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages." Labor Code § 226.7 further states: "No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial

Welfare Commission. […] If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided."

52. <u>Failure to Provide Work-Related Expenses.</u> Labor Code section 2802 provides, in pertinent part: "An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful […]. For purposes of this section, the term 'necessary expenditures or losses' shall include all reasonable costs, including, but not limited to, attorney's fees incurred by the employee enforcing the rights granted by this section."

53. Plaintiffs and members of the Plaintiff Class also were required to use their personal cellular phones in the course and scope of their employment with Defendants. Defendants failed to provide Plaintiffs and members of the Plaintiff Class these essential, work-related cellular phones. By requiring these employees to incur expenses in direct consequence of the discharge of their duties and/or in obedience to Defendants' direction without reimbursement therefore, Defendants have violated Labor Code section 2802.

54. <u>Failure to Pay non-H-2A Workers Overtime and Double-time.</u> Sections 510, 860, and IWC Wage Order 14-2001 require Defendants to compensate Plaintiffs and other similarly-situated employees the overtime and double-time at their "regular rate." The "regular rate" Defendants were required to pay Plaintiffs under these sections was at least the AEWR, which Defendants certified and assured the U.S. DOL they would pay and specified in their job orders they would pay to their workers. H-2A regulations 20 C.F.R. § 655.120(a) and 20 C.F.R. § 655.121(l) further required Defendants to pay Plaintiffs and other similarly-situated non-H-2A workers at least the AEWR. The term "regular rate" as used in Section 510, 860, and Wage Order 14-2001 has the same meaning as "regular rate" in the Fair Labor Standards Act's Section 7(a), to the extent it is consistent with California law. (*Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 868-869.) When other laws set a higher wage then that higher wage becomes the

employees' "regular rate" for overtime purposes. (*Amaya v. Power Design Inc.* (4th Cir. 2016) 833 F.3d 440, 447-448.) Employers must pay the higher wage requirement set by another law in order to comply with the FLSA and the other law's wage requirement. (*Powell v. United States Cartridge Co.* (1950) 339 U.S. 497, 519.) 29 C.F.R. 778.5 encapsulates the U.S. DOL's longstanding position on this: "[w]here the higher minimum wage than that set in the [FLSA] is applicable to an employee by virtue of such other Legislation, the regular rate of the employee, as the term is used in the [FLSA], cannot be lower than such applicable minimum." As such, when Defendants failed to pay Plaintiff Gonzalez and, on information and belief, other similarly situated employees, at least the AEWR as their regular rate, Defendants failed to comply with California's overtime and double-time requirements. Plaintiffs are entitled to recover these overtime and double-time wages under Labor Section 1194.

55. Labor Code section 200 and IWC Wage Order 14-2001 define "wages" as including "all amounts for labor performed, whether the amount is fixed, or ascertained by...other method of calculation." The AEWR became the fixed amount that Defendants must compensate their non-H-2A workers under Section 200, which, on information and belief Defendants failed to pay to all their non-H-2A at all relevant times. Under Labor Code section 218, Plaintiffs can sue directly "for any wages" due to them. Sections 201 and 202 further required Defendants to immediately pay discharged employees and pay within 72 hours employees who quit all "wages" due. Defendants failed to comply with these code sections as they failed to compensate Plaintiff Gonzalez and, on information and belief, all of their non-H-2A workers at least the same AEWR as their H-2A workers.

56. <u>Failure to Provide Accurate Itemized Wage Statements.</u> Labor Code section 226 provides that employers are required to furnish employees with accurate and complete itemized wage statements containing all items enumerated under subdivision (a). Defendants furnished Plaintiffs with itemized wage statements that failed to accurately reflect gross and net wages earned and all applicable hourly rates in that Defendants' wage statements failed to include the premium wages owed to Plaintiffs and, on information and belief, to other Class Members, for failing to provide compliant rest and meal periods and compensating employees at the applicable AEWR.

Defendants further failed to include the appropriate hourly rate given their failure to pay at least the AEWR to Plaintiff Gonzalez and other non-H-2A workers. Plaintiffs cannot promptly and easily determine items from the wage statements alone including the above-stated items that are required to be provided on the itemized wage statement.

57. Plaintiffs are informed and believe and thereon allege that Defendants employed other nonexempt workers under the same or similar terms and conditions as described in the preceding paragraphs, and that through common practices, policies, and/or schemes instituted at their facilities in Yolo County and other counties, Defendants have systematically underpaid Plaintiffs and members of the Plaintiff Class by, among other things: failing to provide Plaintiffs and members of the Plaintiff Class with adequate rest and meal periods without paying premium pay; failing to pay at least the AEWR and applicable overtime and/or double-time rates, and unlawfully failing to provide for such necessary equipment such as cellular phones.

58. As a direct and proximate result of the unlawful practices described herein, Defendants consistently underpaid and failed to pay Plaintiffs and Plaintiff Class for the wages due to them as required by the applicable IWC Wage Order and various sections of the Labor Code during the Class Period. Plaintiffs further allege that Defendants' failure to pay Plaintiffs and the Plaintiff Class their premium pay and unlawfully failing to provide a cellular phone or reimbursement was willful.

59. Defendants' underpayment of rest and meal period premiums to the Plaintiffs, failure to pay all of their non-H-2A workers at least the applicable AEWR, as well as the failure to provide necessary work equipment, resulted from certain unlawful compensation practices that Defendants centrally devised, implemented, communicated and applied to all members of the Plaintiff Class. These unlawful compensation practices include but are not limited to the following.

(a) Failing to provide adequate meal periods and rest periods to members of the Plaintiff Class as required by Labor Code §§ 226.7, 512, and the applicable IWC Wage Order;

(b) Failing to pay premium compensation to members of the Plaintiff Class for missed and inadequate meal and rest periods, as required by Labor Code section 226.7(b);

(c) Failing to provide members of the Plaintiff Class with necessary work-related equipment and failing to indemnify them for these work-related expenses, in violation of Labor Code section 2802 and the California Code of Regulations section 11140;

(d) Failing to provide accurate itemized wage statements to all members of the Plaintiff Class as required by Labor Code section 226(a);

(e) Failure to pay members of the Plaintiff Class at least the applicable AEWR, including the applicable overtime and/or double time rate in violation of Labor Code sections 200, 201, 202, 218, 510, 860, 1198, the applicable IWC Wage Order, and 8 Cal. Code of Regs. §11140, *et seq*;

(f) Failing to pay waiting time penalties to all members of the Plaintiff Class who resigned or were terminated without being paid all wages due, as required by Labor Code section 203; and,

(g) Committing other violations of the California Labor Code and the applicable Wage Order, according to proof.

60. As a result of Defendants' pattern and practice of failing to pay the compensation due to Plaintiffs and members of the Plaintiff Class, they have been and continue to be systematically deprived of the wages and monies to which they are entitled by law, to the detriment of themselves, their families, their customers, and the public at large.

CLASS ALLEGATIONS

61. **Proposed Class.** Pursuant to California Code of Civil Procedure section 382, Plaintiffs, as Class Representatives, bring the Causes of Action on behalf of themselves and all others similarly situated, as a class action. The Class that Plaintiffs seek to represent is composed of and defined as follows (the "Class Members"): all persons who are employed or were employed as nonexempt employees by Defendants in California at any time since four years prior to the filing of

this Complaint and through the date of the final disposition of this action ("the Class Period"). Specifically, Plaintiffs seek to represent the following subclasses:

a. All persons who are employed or were employed as nonexempt employees by Defendants in California, at any time since four years prior to the filing of this Complaint and through February 19, 2023 who did not receive compliant meal periods and corresponding premium wages.

b. All non-H-2A workers who are employed or were employed as nonexempt employees by Defendants in California, at any time since four years prior to the filing of this Complaint and through the date of judgment, who were not paid at least the AEWR Defendants paid to their H-2A workers.

62. **Superiority of Class Action Mechanism**. Class certification is appropriate because Defendants have implemented a scheme that is generally applicable to the Plaintiff Class, making it appropriate to issue final injunctive relief and corresponding declaratory relief with respect to the Plaintiff Class as a whole. Class certification is also appropriate because the common questions of law and fact predominate over any questions affecting only individual members of the class. Members of the proposed Plaintiff Class have been injured and are entitled to recover. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Further, the prosecution of separate actions against Defendants by individual class members may create a risk of inconsistent or varying adjudications that would establish incompatible standards of conduct for Defendants. Plaintiffs are informed and believe and thereon allege that the proposed Plaintiff Class consists of more than 75 current and former employees. Members of the class are ascertainable but so numerous that joinder is impracticable. For all these and other reasons, a class action is superior to other available methods for the fair and efficient adjudication of the controversy set forth in this Complaint.

63. There is a well-defined community of interest in the litigation and the class is ascertainable:

(a) **Numerosity**: The Plaintiff Class is so numerous that the individual joinder of all members is impractical under the circumstances of this case. While the exact number of class members in the Class is unknown to Plaintiffs at this time, Plaintiffs are informed and believe and thereon allege that the Class has over 75 members.

(b) **Common Questions Predominate**: Common questions of law and fact exist as to all members of the Class and predominate over any questions that affect only individual members of the Class.

64. **Community of Interest.** Defendants, through their practices and policies, have violated the rights of their employees under California's Unfair Competition Law (Business & Professions Code §§17200 *et seq.*) and the California Labor Code. The questions raised by this complaint are of common or general interest to the Plaintiff Class members, who have a well-defined community of interest in the questions of law and fact raised in this action. On information and belief, the common questions of law and fact affecting the rights of all Class members include, but are not necessarily limited to:

(a) Whether Defendants violated Labor Code section 226.7 and the meal and rest period provisions of the applicable IWC Wage Orders by failing to provide adequate meal periods and rest periods to which all Class Members were entitled;

(b) Whether Defendants violated Labor Code section 226.7(b) by failing to pay all members of the Plaintiff Class the premium compensation mandated by that statute for missed meal and rest periods;

(c) Whether Defendants violated Labor Code section 2802 by failing to provide cellular phone and indemnify all members of the Plaintiff Class for such work-related expenses;

(d) Whether Defendants failed to pay all members of the Plaintiff Class their full wages when due in violation of Labor Code sections 201 and 202;

(e) Whether Defendants failed to pay waiting time penalties for all members of the Plaintiff Class members who quit or were discharged during the Class Period, as required by Labor Code section 203;

(f) Whether Defendants failed to provide accurate itemized wage statements to all members of the Plaintiff Class, as required by Labor Code section 226;

(g) Whether Defendants failed to pay all members of the Plaintiff Class at least the applicable AEWR and in turn the applicable overtime and/or double-time rate of pay, as required by Code sections 200, 201, 202, 218, 510, 860,1198, the applicable IWC Wage Order, and 8 Cal. Code of Regs. §11140, *et seq*;

(h) What relief is necessary to remedy Defendants' unfair and unlawful conduct as herein alleged;

(i) Other common questions of law and fact; and,

(j) Plaintiffs anticipate that Defendants' affirmative defenses will raise additional common issues of fact and law.

65. **<u>Adequacy of Plaintiffs as Class Representatives.</u>** The Class Representatives can adequately and fairly represent the interests of the Plaintiff Class as defined above because their individual interests are consistent with, not antagonistic to, the interests of the class. The claims of the Plaintiffs are typical of the claims of the class as a whole in that they arise from Defendants' overall failure to conform their wage and hour practices to the requirements of the California Labor Code and the applicable Wage Order. Plaintiffs were employed by Defendants as nonexempt workers at their apiary facilities during the Class Period. Plaintiffs were underpaid because of Defendants' unlawful employment policies and practices.

66. **<u>Adequacy Of Counsel For The Class.</u>** Counsel for Plaintiffs possess the requisite resources and ability to prosecute this case as a class action and are experienced employment attorneys who have successfully litigated other cases involving similar issues.

<u>FIRST CAUSE OF ACTION</u>
(Unfair Business Practices Under Business and Professions Code §§17200, *et seq*.)

67. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

68. This is a representative action for Unfair Business Practices. Plaintiffs, on behalf of themselves, those similarly situated, and the general public, brings this claim pursuant to Business and Professions Code sections 17200, *et seq*. Defendants' conduct as alleged in this complaint has been and continues to be unfair, unlawful and harmful to Plaintiffs and those similarly-situated. Plaintiffs seek to enforce important rights affecting the public interest within the meaning of C.C.P. section 1021.5.

69. Plaintiffs and members of the putative Plaintiff Class are "persons" within the meaning of Business and Professions Code section 17204 who have suffered injury in fact as a result of Defendants' unfair competition, and who comply with the requirements of Code of Civil Procedure section 382, as set forth above, and therefore have standing to bring this claim for injunctive relief, restitution, and other appropriate equitable relief.

70. Business and Professions Code sections 17200, *et seq.* prohibit unlawful, unfair and fraudulent business practices.

71. Through the conduct alleged in this complaint, Defendants have acted contrary to these public policies, violated specific provisions of the California Labor Code, and engaged in other unlawful and unfair business practices in violation of Business & Professions Code sections 17200, *et seq.*, depriving Plaintiffs, all persons similarly-situated, and all interested persons of rights, benefits, and privileges guaranteed under law.

72. Defendants have committed unfair and unlawful business practices within the meaning of Business & Professions Code sections 17200, *et seq.* by engaging in conduct that includes, but is not limited to the following:

(a) Failing to provide legally-compliant meal periods and to authorize and permit rest periods as required by Labor Code section 226.7 and applicable IWC Wage Order;

(b) Failing to pay premium compensation for missed meal and rest periods, as required by Labor Code section 226.7(b);

(c) Failing to provide all necessary work-related equipment and failing to indemnify employees for work-related expenses incurred, in violation of Labor Code section 2802 and the corresponding provisions of the applicable IWC Wage Order;

(d) Failing to pay some of their non-H-2A workers the same AEWR paid to their H-2A workers as required by 8 U.S.C. § 1188(a)(1)(B), 20 CFR § 655.122(a), 20 C.F.R. § 655.120(a), and 20 C.F.R. § 655.121 (l), including the applicable overtime and/or double time rates, in violation of Code sections 200, 201, 202, 218, 510, 860, 1198, the applicable IWC Wage Order, and 8 Cal. Code of Regs. §11140, *et seq*.

73. Plaintiffs reserve the right to identify additional unfair and unlawful practices by Defendants as further investigation and discovery warrant.

74. Plaintiffs are informed and believe and thereon allege that at all times material to this action, Defendants' conduct has injured the interests of the Plaintiffs and the putative Plaintiff Class in that at all times material to this action, Defendants' conduct has resulted in economic loss to Plaintiffs and members of the proposed Plaintiff Class, which includes former and current similarly-situated employees of Defendants.

75. As a direct result of the unfair, unlawful, and anti-competitive conduct alleged in this complaint, Defendants have acted contrary to law and contrary to public policy and have thus engaged in unlawful and unfair business practices in violation of Business and Professions Code sections 17200, *et seq.* Defendants have engaged in such conduct for their own economic self-interest, to increase their profits. Through their unfair business practices alleged herein, Defendants have received and retained and continue to receive and retain funds that rightfully belong to Plaintiffs and those similarly-situated and have produced further profits with those funds. As a result, Defendants have been unjustly enriched and have achieved an unfair competitive advantage over their legitimate business competitors at the expense of their employees and the public at large. Plaintiffs are entitled to, and do seek all relief as may be necessary to restore to Plaintiffs and those similarly-situated, all money and property which Defendants have acquired, or of which Plaintiffs and those similarly-situated have been deprived, by means of the Defendants' unfair and unlawful

business practices, and to restore to Plaintiffs and members of the Plaintiff Class the ill-gotten gains obtained by Defendants through those practices.

76. Business and Professions Code section 17203 provides that the Court may restore to an aggrieved party any money or property acquired by means of unlawful and unfair business practices. Plaintiffs seek restitution of all unpaid wages owing to themselves and those similarly situated, according to proof, as well as the declaratory and injunctive relief described herein.

SECOND CAUSE OF ACTION
(Failure to Permit and Authorize Off-Duty Rest Periods, Labor Code § 226.7; IWC Wage Order No. 14-2001)

77. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

78. The applicable IWC Wage Order provides, in pertinent part, "Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period. The authorized rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof. However, a rest period need not be authorized for employees whose total daily work time is less than three and one-half (3 1/2) hours. Authorized rest period time shall be counted as hours worked for which there shall be no deduction from wages."

79. California law, including Labor Code section 226.7, requires Defendants to permit and authorize Plaintiffs and members of the Plaintiff Class to take all rest periods specified in the applicable Wage Order and entitles Plaintiffs and members of the Plaintiff Class to be paid one additional hour of pay per day at their regular rate of compensation as additional wages for each day they were denied required rest periods during the Class Period.

80. During the Class Period, Plaintiffs and members of the Plaintiff Class have suffered a loss equal to their applicable regular rates of pay times the total number of days each worked during which they were not authorized and permitted to take rest periods, and have therefore not been paid all of the wages due to them, and are entitled to restitution in amounts to be proven at trial.

81. The Individual Tauzer Defendants are liable under Labor Code section 558.1.

<u>THIRD CAUSE OF ACTION</u>
(Failure to Provide Meal Periods, Labor Code § 226.7;
IWC Wage Order No. 14-2001)

82. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

83. The applicable Wage Order provides, in pertinent part: "An employer may not employ an employee for a work period of more than five (5) hours without providing an employee with a meal period of not less than 30 minutes, except when a work period of not more than six (6) hours will complete the day's work the meal period may be waive by mutual consent of employer and employee."

84. California law, including Labor Code section 226.7, requires Defendants to provide Plaintiffs and members of the Plaintiff Class all meal periods specified in the applicable Wage Order and entitled them to be paid one additional hour of pay per day at their regular rates of compensation as additional wages for each day they were denied requisite adequate meal periods.

85. Plaintiffs further allege that Plaintiffs and members of the Plaintiff Class have suffered a loss equal to their applicable regular rates of pay times the total number of days each worked without being provided with adequate meal periods, and have therefore not been paid all of the wages due to them and are entitled to restitution in amounts to be proven at trial.

86. The Individual Tauzer Defendants are liable under Labor Code section 558.1.

<u>FOURTH CAUSE OF ACTION</u>
(Failure to Provide Necessary Cellular Phones and Failure to
Indemnify Employees for Work-Related Expenses;
Labor Code § 2802, 8 C.C.R. § 11140; IWC Wage Order No. 14-2001)

87. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

88. Labor Code § 2802(a) requires an employer to indemnify its employees "for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties." Labor Code § 2802(b) provides that all awards made under Labor Code § 2802(a)

shall "carry interest at the same rate as judgments in civil actions" and that interests "shall accrue from the date on which the employee incurred the necessary expenditure or loss."

89. Plaintiffs and members of the Plaintiff Class were required to use their personal cellular phones in the course and scope of their employment with Defendants, and/or in order to complete their job duties. Defendants have illegally failed to provide Plaintiffs and members of the Plaintiff Class with such cellular phones. Defendants' failure to indemnify workers for necessary work-related expenses violates the IWC Wage Order and Labor Code § 2802.

90. As a direct and proximate result of Defendants' conduct, Plaintiffs and members of the Plaintiff Class have suffered substantial losses, in amounts according to proof at trial. Plaintiffs and members of the Plaintiff Class therefore are entitled to restitution of all expenses incurred in the of their work duties, reasonable attorneys' fees and costs for Defendants' violation of Labor Code section 2802.

91. The Individual Tauzer Defendants are liable under Labor Code section 558.1.

FIFTH CAUSE OF ACTION
(Waiting Time Penalties, Cal. Labor Code § 203)

92. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

93. By failing to compensate Plaintiffs and members of the Plaintiff Class who have quit or been discharged during the Class Period as required by the Labor Code and the applicable Wage Order, Defendants have also willfully failed to make timely payment of the full wages due to their former employees, and thereby have violated Labor Code sections 201 and 202.

94. Pursuant to Labor Code section 203, Plaintiffs and members of the Plaintiff Class who have quit or have been discharged from employment with Defendants during the Class Period are entitled to waiting time penalties equal to up to 30 days' pay per person, in an amount to be determined at trial.

95. The Individual Tauzer Defendants are liable under Labor Code section 558.1.

SIXTH CAUSE OF ACTION
(Failure to Provide Accurate Wage Statements; Labor Code § 226)

96. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

97. As a direct result of Defendants' failure to comply with Labor Code section 226, Plaintiffs and other current and former employees of each Defendant were injured and entitled to recover an amount, including but not limited to penalties equal to $50 for the first violation and $100 for each subsequent violation, up to a maximum amount of $4,000 and reasonable costs and attorney's fees in an amount to be proven at trial.

98. The Individual Tauzer Defendants are liable under Labor Code section 558.1.

SEVENTH CAUSE OF ACTION
(Failure to Pay Overtime Wages; Labor Code §§ 510, 860, 1194, 1198; IWC Wage Order No. 14-2001, 8 Cal. Code of Regs. § 11140, *et seq*.)

99. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

100. As a direct result of Defendants' failure to pay Plaintiff Gonzalez and other current and former non-H-2A employees of each Defendant at least the same AEWR paid to their H-2A workers as required by the H-2A Program, Defendants failed to pay these employees overtime at the rate of time and one half the applicable AEWR and/or double time at the rate of twice the applicable AEWR. By failing to pay Plaintiff Gonzalez and other current and former non-H-2A employees at least the same AEWR, Defendants failed to pay these employees the legal overtime rate they were entitled to receive. Thereby, Defendants have violated Labor Code §§ 200, 201, 202, 218, 510, 860, 1194, 1198, IWC Wage Order 14-2001, and 8 Cal. Code of Regs. § 11140, *et seq*.

101. The Individual Tauzer Defendants are liable under Labor Code section 558.1.

EIGHTH CAUSE OF ACTION
(Failure to Pay Wages; Labor Code §§ 200, 201, 202, 218, 218.6)

102. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

103. As a direct result of Defendants' failure to pay Plaintiff Gonzalez and other current and former non-H-2A employees at least the same AEWR paid to their H-2A workers as required by the Labor Code sections 510, 860, IWC Wage Order 14-2001, Defendants failed to pay these

employees' wages at least the AEWR of $17.51 per hour for work performed in 2022, and $18.65 per hour for work performed in 2023. Thus, Defendants have violated Labor Code §§ 200, 201, 202, 218, 218.6.

104. The Individual Tauzer Defendants are liable under Labor Code section 558.1.

NINTH CAUSE OF ACTION
(Penalties Pursuant to the Labor Code Private Attorneys General Act;
Labor Code §§ 2698-2699, *et seq*.)
(By Plaintiff Torres and Similarly Aggrieved Workers Against All Defendants)

105. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein.

106. Plaintiffs, as aggrieved employees, bring this claim pursuant to California Labor Code §§ 2698-2699 on behalf of themselves and all other current or former similarly aggrieved employees of Defendants in California at any time for which recovery is authorized under Labor Code §§ 2698-2699, *et seq.* Pursuant to California Labor Code § 2699.3, on May 10, 2023, Plaintiff Torres, by and through his counsel, filed online and sent notice online to the Labor and Workforce Development Agency (LWDA) and by certified mail to the Defendants of the specific provisions of the Labor Code that have been violated ("PAGA Notice"), including the facts and theories to support the violations. The LWDA has not responded to Plaintiff's PAGA Notice as of the date of this Complaint. Plaintiffs thus have complied with the PAGA notice requirement.

107. As alleged above, Defendants have violated the provisions of the California Labor Code, specifically failing to provide Plaintiffs and other similarly situated workers with legally-compliant meal and rest periods and unlawfully failing to pay for necessary work-related expenses, such as the use of their personal cellular phones. Plaintiffs seek recovery of unpaid wages and penalties resulting from said violations on behalf of themselves and all other similarly aggrieved employees of Defendants in California at any time for which recovery is authorized under California Labor Code §§ 2698-2699.

108. Pursuant to California Labor Code § 2699, Plaintiffs and similarly aggrieved workers are entitled to recover civil penalties for Defendants' violations of Labor Code sections 201, 201.3, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1198 and 2802.

109. Plaintiffs request an award of attorneys' fees and costs, including as authorized under California Labor Code §2699, and the relief set out in the prayer for relief.

ATTORNEYS' FEES AND COSTS

110. Plaintiffs hereby re-allege and incorporate by reference each and every allegation contained in the preceding paragraphs as though fully set forth herein. Plaintiffs are entitled to recover attorneys' fees and costs pursuant to California law, including, without limitation, C.C.P. section 1021.5, and Labor Code sections 218.5, 221, 2699, and 2802. Enforcement of statutory provisions enacted to protect workers and to ensure prompt payment of wages due to employees is a fundamental public policy in California. Consequently, Plaintiffs' success in this action will result in the enforcement of important rights affecting the public interest and will confer a significant benefit upon the public.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for the following relief:

1. Certification of the action as a class action on behalf of the proposed Plaintiff Class as to all causes of action herein;
2. An injunction requiring Defendants to immediately cease and desist from engaging in the unlawful and unfair business practices complained of herein;
3. Restitution of all unpaid premium pay owed to Plaintiffs and members of the Plaintiff Class equal to one hour of pay per employee for each workday in which a required rest period was not authorized and permitted, and one hour of pay per employee for each workday in which a required legally compliant meal period was not provided pursuant to Labor Code section 226.7(b), in an amount according to proof;
4. Indemnification of all work-related expenses and reimbursement of all necessary and/or required equipment incurred by Plaintiffs and members of the Plaintiff Class pursuant to Labor Code section 2802, and 8 California Code of Regulations section 11140, respectively, in amounts according to proof;

5. Waiting time penalties on wages due to Plaintiffs and members of the Plaintiff Class who have quit or been discharged during the Class Period pursuant to Labor Code section 203, in an amount according to proof;
6. Restitution of all other wages and benefits due and restitution of all profits acquired by Defendants by means of any unfair business practice, in an amount according to proof;
7. Restitution of all unpaid overtime and double time wages in an amount equal to one and a half the hourly rate and/or double time the hourly rate set by the AEWR pursuant to Labor Code section 510, 860, IWC 14-2001, and 8 Cal. Code of Regs. § 11140, in an amount according to proof;
8. Restitution of all unpaid wages at the hour ret set by the AEWR pursuant to Labor Code section 200, 218;
9. Actual and/or liquidated damages pursuant to Labor Code section 226(e);
10. Interest accrued on wages owed, pursuant to Labor Code § 218.6 and Civil Code section 3287;
11. Attorneys' fees, statutory costs and litigation expenses in an amount the Court determines to be reasonable, pursuant to California Code of Civil Procedure section 1021.5, Labor Code sections 218.5, 1194, 2699 and 2802; and,
12. For such other and further relief as the court deems just, equitable, and proper.

Date: February 1, 2024

CALIFORNIA RURAL LEGAL ASSISTANCE FOUNDATION

By:______________________________

Verónica Meléndez
Attorneys for Plaintiffs & Putative Class