

ELECTRONICALLY FILED
by Superior Court of CA,
County of Yolo,
on 9/25/2023 2:07 PM
By: M Gallegos, Deputy

1 Galen T. Shimoda (Cal. State Bar No. 226752)
2 Justin P. Rodriguez (Cal. State Bar No. 278275)
3 Brittany V. Berzin (Cal. State Bar No. 325121)
4 **Shimoda & Rodriguez Law, PC**
5 9401 East Stockton Boulevard, Suite 120
6 Elk Grove, CA 95624
7 Telephone: (916) 525-0716
8 Facsimile: (916) 760-3733

9 Attorneys for Plaintiff WILLIAM APPEL

10 **SUPERIOR COURT OF CALIFORNIA**
11 **FOR THE COUNTY OF YOLO**

12 WILLIAM APPEL,

13 Plaintiff,

14 vs.

15 SUNFOODS, LLC, a California Corporation;
16 MATT ALONSO, an individual; and
17 DOES 1 to 100, inclusive,

18 Defendants.
19
20
21
22
23
24
25
26
27
28

Case No. CV2023-2012

COMPLAINT FOR CIVIL PENALTIES:

1. Private Attorneys General Act

1 Plaintiff WILLIAM APPEL (“Plaintiff”), on behalf of himself and other Aggrieved
2 Employees hereby files this Complaint against Defendants SUNFOODS, LLC, a California
3 Corporation; MATT ALONSO, an individual; and DOES 1 to 100, inclusive (hereinafter all
4 collectively referred to as “Defendants”). On information and belief, Plaintiff alleges the following:

5 **INTRODUCTION**

6 1. This is a Private Attorneys General Act (“PAGA”) lawsuit brought by Plaintiff based on
7 the following violations of the California Labor Code: 1) failure to pay overtime wages; 2) failure to
8 provide accurate wage statements; 3) failure to pay final wages; 4) failure to pay reimbursements for
9 expenses; 5) violation of Labor Code section 558; 6) failure to provide paid sick leave; 7) failure to
10 provide meal periods or pay premiums in lieu thereof; and 8) failure to provide rest periods or pay
11 premiums in lieu thereof.

12 **JURISDICTION AND VENUE**

13 2. The Yolo County Superior Court has jurisdiction in this matter pursuant to California
14 Code of Civil Procedure section 410.10 to determine alleged violations of the California Labor Code and
15 Wage Order No. 8.

16 3. Venue is proper pursuant to Civil Procedure Code §§ 395(a) and 395.5, in that
17 Defendants reside in Yolo County. In addition, some of the wrongful acts and violations of law asserted
18 herein occurred within Yolo County, and Defendants’ obligation to pay wages arose in Yolo County
19 pursuant to *Madera Police Officers Assn. v. City of Madera*, 36 Cal.3d 403, 414 (1984).

20 4. Plaintiff has sought permission pursuant to California Labor Code section 2699 *et seq.* to
21 pursue the claims set forth in this Complaint against Defendants as a Private Attorney General on behalf
22 of himself and other similarly situated employees. Pursuant to California Labor Code section 2699.3,
23 Plaintiff gave written notice via online submission to the Labor and Workforce Development Agency
24 (“LWDA”) on approximately July 18, 2023. Plaintiff provided facts and legal bases for his claims
25 within the notice to the LWDA on all violations asserted under the Private Attorneys General Act cause
26 of action. Plaintiff also submitted the \$75.00 filing fee. The July 18, 2023, notice was also sent via
27 certified mail to Defendants on the same day. To date, the LWDA has not provided any response to
28 Plaintiff’s notice correspondence. Accordingly, Plaintiff has exhausted all administrative remedies

1 pursuant to the Private Attorneys General Act (“PAGA”) and may bring this action on behalf of himself
2 and all similarly situated employees, *i.e.*, Aggrieved Employees. *See* Cal. Lab. Code § 2699.3(a)(2)(A),
3 (c)(3); *Caliber Bodyworks, Inc., v. Sup. Ct.*, 134 Cal. App. 4th 365, 383 n.18, 385 n.19 (2005).

4 Aggrieved Employees includes, but is not limited to, the following: all non-exempt employees who
5 have, or continue to, work for Defendants in California from July 18, 2022 to the present.

6 **PARTIES**

7 5. WILLIAM APPEL is an individual over the age of eighteen (18) and is a resident of
8 the State of California.

9 6. On information and belief, Plaintiff alleges, SUNFOODS, LLC, is now and/or at all
10 times mentioned in this Complaint was a California Corporation and the owner and operator of an
11 industry, business and/or facility doing business in the State of California.

12 7. Plaintiff is informed and believes, and thereupon alleges, that MATT ALONSO is an
13 individual over the age of eighteen (18) and is a resident of the State of California. Plaintiff further
14 alleges that MATT ALONSO is an owner, director, officer, and/or managing agent of SUNFOODS,
15 LLC responsible for causing the violations outlined in this action. As such MATT ALONSO is
16 individually liable pursuant to California Labor Code section 558.1.

17 8. Defendants DOES 1 through 100 are affiliates, subsidiaries and related entities and the
18 alter egos of each of the other Defendants named herein, corporate or otherwise, who participated in and
19 are liable for the actions herein alleged. Plaintiff will seek to amend this Complaint to allege the true
20 names and capacities of these DOE Defendants when they are ascertained.

21 9. At all times mentioned herein, each Defendant was the agent or employee of each of the
22 other Defendants and was acting within the course and scope of such agency or employment. The
23 Defendants are jointly and severally liable to Plaintiff.

24 10. Defendants, and each of them, are now and/or at all times mentioned in this Complaint
25 were members of and/or engaged in a joint employment, joint venture, partnership and common
26 enterprise, and were acting within the course and scope of, and in pursuance of said joint employment,
27 joint venture, partnership and common enterprise.

1 11. Defendants, and each of them, now and/or at all times mentioned in this Complaint
2 approved, ratified, acquiesced, aided or abetted the acts and omissions alleged in this Complaint.

3 12. Defendants proximately caused Plaintiff to be subjected to the unlawful practices,
4 wrongs, complaints, injuries and/or damages alleged in this Complaint.

5 **GENERAL ALLEGATIONS**

6 13. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 12 as though fully
7 set forth herein.

8 14. Plaintiff worked for Defendants from approximately November 2016 to March 14, 2023
9 as a non-exempt employee. Defendants operate a rice mill in Woodland, California.

10 15. Defendants paid Plaintiff and Aggrieved Employees different rates of pay within the
11 same workweek. Defendants also paid Plaintiff and Aggrieved Employees nondiscretionary bonuses.
12 Plaintiff and Aggrieved Employees regularly worked over eight (8) hours in a day and/or forty (40)
13 hours in a week. Defendants paid Plaintiff and Aggrieved Employees paid sick time in addition to meal
14 and rest period premiums. Defendants did not correctly calculate Plaintiff's and Aggrieved Employees'
15 regular rates of pay for the purpose of paying Plaintiff's and Aggrieved Employees' overtime wages,
16 meal and rest period premiums and paid sick time, failing to include all non-discretionary remuneration
17 when determining the regular rate of pay. Defendants paid meal and sick leave premiums based on the
18 basic hourly rate and failed to use any weighted average for overtime premiums.

19 16. Defendants did not authorize and permit Plaintiff and Aggrieved Employees to take all
20 meal and rest periods owed to them. Defendants employed Plaintiff and Aggrieved Employees for work
21 for periods of more than five hours without providing them an off-duty meal period of at least 30
22 minutes. Defendants did not have a policy or practice to provide Plaintiff and Aggrieved Employees
23 with second meal periods when they worked shifts longer than ten (10) hours. Defendants employed
24 Plaintiff and Aggrieved Employees for periods of more than 3.5 hours without providing them 10-
25 minute rest periods. Defendant did not have a policy or practice to provide Plaintiff and Aggrieved
26 Employees with a second rest period or third rest period when they worked shifts longer than ten (10)
27 hours. Defendants did not pay Plaintiff and Aggrieved Employees all missed meal and rest period
28 premiums they were owed.

1 17. Defendants required Plaintiff and Aggrieved Employees to use their own tools for work
2 such as impact drivers, grinders, power tools and hand tools without paying them twice the minimum
3 wage. Defendants also did not reimburse Plaintiff and Aggrieved Employees for the use of their tools.

4 18. Due to the practices and policies outlined above, Defendants did not provide Plaintiff and
5 Aggrieved Employees with accurate wage statements. For example, the wage statements did not include
6 accurate gross and net wages earned, total hours worked by the employees, and all applicable hourly
7 rates in effect during the pay period and the corresponding number of hours worked at each hourly rate
8 by the employees, including but not limited to rates and corresponding hours for overtime wages, paid
9 sick time, and meal and rest period premiums.

10 19. At the time of Plaintiff's and Aggrieved Employees' termination or separation they had
11 wages owed to them, including overtime wages, used but not fully paid sick leave wages, and meal and
12 rest period premiums. To date, these wages remain unpaid.

13 20. Defendant SUNFOODS, LLC identified Defendant MATT ALONSO in its filings with
14 the California Secretary of State during the claim period as its Chief Executive Officer. Plaintiff is
15 informed and believes that MATT ALONSO was responsible for creating and electing to implement
16 SUNFOODS, LLC's payroll and compensation policies and practices or that MATT ALONSO was
17 aware of such policies and practices and ratified them.

18 **CAUSE OF ACTION**
19 **PRIVATE ATTORNEYS GENERAL ACT**
20 **(As to all Defendants)**

21 21. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 20 as though fully
22 set forth herein.

23 22. Plaintiff has alleged to the Labor Commissioner that Defendants have violated the
24 following provisions of the Labor Code in their dealings with Plaintiff and Aggrieved Employees:

- 25 • Violation of Labor Code §§ 510, 1194; IWC Wage Order 8, § 3 (Failure to Pay Overtime
26 Wages)
- 27 • Violation of Labor Code §§ 226, 226.3 (Failure to Provide Accurate Wage Statements)
- 28 • Violation of Labor Code §§ 201-203, 256 (Failure to Pay Final Wages)
- Violation of Labor Code § 2802 (Failure to Pay Reimbursements for Expenses)

- Violation of Labor Code §§ 558, 558.1 (Provisions Regulating Hours and Days of Work in Any Industrial Welfare Commission Order)
- Violation of Labor Code §§ 246, 246.5, 248.5 (Failure to Provide Paid Sick Leave)
- Violation of Labor Code §§ 226.7, 512 and Wage Order No. 8, §§ 11(A) and 11(B) (Failure to Provide Meal Periods or Pay Premiums in Lieu Thereof)
- Violation of Labor Code § 226.7 and Wage Order No. 8, § 12(A) (Failure to Provide Rest Periods or Pay Premiums in Lieu Thereof)

23. Plaintiff seeks civil penalties against Defendants as provided in the California Labor Code, or, if no civil penalty is provided, default penalties pursuant to California Labor Code section 2699(f)(2).

24. Plaintiff seeks these civil penalties from Defendants pursuant to California Labor Code sections 2699(a) and 2699.3.

25. As a proximate result of Defendants' conduct, Plaintiff and Aggrieved Employees have been damaged as stated in the section below entitled "DAMAGES," which is incorporated here to the extent pertinent as if set forth here in full.

DAMAGES

WHEREFORE Plaintiff requests relief as follows:

1. As to the First Cause of Action:

- a. For civil penalties as provided for in the Labor Code for each enumerated violation;
- b. For those Labor Code sections, the violation of which there is no civil penalty provided, the default penalty provided in Labor Code section 2699(f): for any initial violation, one hundred dollars (\$100) for each aggrieved employee per pay period; For any subsequent violation, two hundred dollars (\$200) for each aggrieved employee per pay period;
- c. Reasonable attorney's fees and costs pursuant to Labor Code section 2699; and

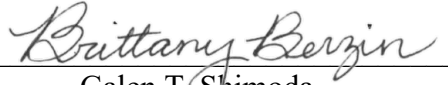
//

//

d. For any other remedies as allowed by law and/or deemed appropriate by the Court.

Dated: September 22, 2023

Shimoda & Rodriguez Law, PC

By: 
Galen T. Shimoda
Justin P. Rodriguez
Brittany V. Berzin
Attorneys for Plaintiff