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ELECTRONICALLY FILED
Superior Court of California
County of Sonoma
12/4/2023 12:23 PM
By: Angela Rubiano, Deputy Clerk

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

VICTOR MORALES, on behalf of himself and
all others similarly situated,

Plaintiff,

vs.

CORNERSTONE CERTIFIED VINEYARD, a
California corporation; and DOES 1 through
100, Inclusive,

Defendants.

Case No. 23CV00791

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT FOR:**

- (1) FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
558, 1194, 1198);**
- (2) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 1198);**
- (3) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 1198);**
- (4) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (5) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) UNFAIR COMPETITION (BUS. &
PROF. CODE § 17200, *et seq.*); and**
- (7) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Victor Morales (“Plaintiff”), on behalf of himself and all others similarly situated,
2 hereby brings this Class and Representative Action Complaint against Cornerstone Certified
3 Vineyard, a California corporation; and Does 1 through 100, inclusive (collectively,
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 class and representative action for recovery of unpaid wages and penalties under California
8 Business and Professions Code section 17200, *et seq.*; Labor Code sections 201-204, 226, 226.7,
9 510, 512, 516, 1194, 1198, 2698, *et seq.*; and Industrial Welfare Commission Wage Order No. 14
10 (“Wage Order 14”), in addition to seeking declaratory relief and restitution. This class action is
11 brought pursuant to California Code of Civil Procedure section 382. This Court has jurisdiction
12 over Defendants’ violations of the California Labor Code because the amount in controversy
13 exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in Sonoma County. Defendants own, maintain offices, transact business, have an agent
18 or agents within Sonoma County, and/or otherwise are found within Sonoma County, and
19 Defendants are within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is over the age of eighteen (18). At all relevant times, Plaintiff was, and
22 currently is, a California resident. During the four years immediately preceding the filing of this
23 action and within the statute of limitations periods applicable to each cause of action pled herein,
24 Plaintiff was employed by Defendants as a non-exempt employee. Plaintiff was, and is, a victim
25 of Defendants’ policies and/or practices complained of herein, lost money and/or property, and
26 has been deprived of the rights guaranteed by California Labor Code §§ 201-204, 226, 226.7, 510,
27 512, 516, 1194, 1198, 2698, *et seq.*; Business & Professions Code § 17200, *et seq.* (Unfair
28 Competition), and Wage Order 14, which sets employment standards for agricultural occupations.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of this lawsuit and continuing to the present, Defendants did (and do)
3 business as a winegrape vineyard, and that they have employed Plaintiff and other similarly
4 situated non-exempt employees within Sonoma County and the state of California.

5 5. Plaintiff does not know the true names or capacities, whether individual, partner,
6 or corporate, of the defendants sued herein as DOES 1 through 100, and for that reason, said
7 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
8 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed
9 and believes, and thereon alleges, that each of said fictitious defendants, whether individual,
10 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
11 and proximately caused Plaintiff and the Classes (as defined in Paragraph 17) to be subject to the
12 unlawful employment practices, wrongs, injuries, and damages complained of herein.

13 6. Plaintiff is informed and believes, and based thereon alleges, that at all times
14 mentioned herein, Defendants were and are the employers of Plaintiff and all Class members.

15 7. At all times herein mentioned, each of said Defendants participated in the acts
16 herein alleged to have been done by the named Defendants; and furthermore, the Defendants, and
17 each of them, were the agents, servants, and employees of each of the other Defendants, as well
18 as the agents of all Defendants, and at all times herein mentioned were acting within the course
19 and scope of said agency and employment. Defendants, and each of them, approved of, condoned,
20 and/or otherwise ratified each of the acts or omissions alleged herein.

21 8. At all times mentioned herein, Defendants, and each of them, were members of
22 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
23 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
24 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and all Class
25 Members (as defined in Paragraph 17).

26 **GENERAL FACTUAL ALLEGATIONS**

27 9. Plaintiff was employed by Defendants as a seasonal non-exempt employee at
28 various times between approximately January 2017 until approximately October 2022.

1 10. During Plaintiff’s employment with Defendants, Defendants failed to pay Plaintiff
2 and other non-exempt employees’ overtime at one and one-half times their “regular rate” of pay.
3 Specifically, Defendants failed to incorporate non-discretionary bonuses and/or other forms of
4 pay not excludable from the regular rate (collectively, such forms of pay are referred to herein as
5 “Incentive Pay”) when calculating Plaintiff’s and other non-exempt employees’ regular rate of
6 pay, which caused Defendants to under-pay overtime (and/or double-time) wages. For example,
7 in the pay period of June 6, 2022 to June 12, 2022, Plaintiff’s wage statement reflects that he
8 earned a \$100 “Spring Bonus” payment and also worked .50 hours of overtime at a rate of \$26.25
9 per hour, which was one and one-half times Plaintiff’s base rate of pay of \$17.50 per hour.
10 Defendants failed to incorporate the value of the “Spring Bonus” in Plaintiff’s regular rate of pay
11 when calculating his overtime and failed to pay overtime on the bonus payment. As a result of
12 the above, Defendants’ failure to incorporate Incentive Pay into the “regular rate” of pay resulted
13 in Plaintiff and other non-exempt employees being under-paid their overtime wages.

14 11. Defendants have also failed to provide Plaintiff and other non-exempt employees
15 with all statutorily mandated meal periods due to Defendants’ meal period policies/practices.
16 Specifically, Plaintiff and other non-exempt employees were not permitted to choose the timing
17 of their meal periods and instead a supervisor instructed them when to take a meal period. Plaintiff
18 and other non-exempt employees were often instructed to take their meal period after the fifth
19 hour of work. For example, in the week of July 18- 24, 2022, Plaintiff’s timecard reflects that his
20 start time for each shift that week was 6:00 a.m. but a meal period was not permitted until 11:30
21 a.m., 30 minutes past Plaintiff’s fifth hour of work. Defendants’ meal period policy/practice did
22 not allow for Plaintiff and other non-exempt employees to take a 30-minute off-duty meal period
23 prior to the end of the fifth hour of work. In those instances that Defendants failed to provide
24 Plaintiff and other non-exempt employees with a legally compliant meal period, Defendants failed
25 to pay the meal period premiums required by Labor Code § 226.7. Upon information and belief,
26 during at least a portion of the putative class period, Defendants maintained no payroll code or
27 other mechanism for paying meal period premiums when Defendants failed to provide a legally
28 compliant meal period.

1 12. In addition, Defendants failed to maintain accurate records of Plaintiff's and other
2 non-exempt employees' meal periods. Specifically, for at least a portion of the class period,
3 Defendants failed to keep record of Plaintiff's and other non-exempt employees' meal period end
4 time. By way of example, in the same work week discussed above, July 18 – 24, 2022, Plaintiff's
5 timecard has entries available for Plaintiff to record his shift "start time, break time, lunch time,
6 break time, and end time" but fails to have an entry available for Plaintiff to input the time his
7 meal period ended. Defendants' failure to keep record of Plaintiff's and other non-exempt
8 employees' meal period end time has resulted in a failure to maintain accurate records as required
9 by Labor Code §1174.

10 13. Defendants have also failed to authorize and permit rest periods to Plaintiff and
11 other non-exempt employees. Specifically, Defendants have failed to authorize and permit a 10-
12 minute net rest period for every 4 hours worked or major fraction thereof, as Plaintiff and other
13 non-exempt employees were sometimes unable to take second rest periods to which they were
14 entitled as a result of the workload imposed by Defendants. In those instances that Defendants
15 failed to authorize and permit Plaintiff and other non-exempt employees to take a legally
16 compliant rest period, Defendants failed to pay the rest period premiums required by Labor Code
17 § 226.7. Upon information and belief, during at least a portion of the putative class period,
18 Defendants maintained no payroll code or other mechanism for paying rest period premiums
19 when Defendants failed to authorize and permit a legally compliant rest period.

20 14. As a result of Defendants' failure to pay all overtime wages, as well as Defendants'
21 failure to pay meal and rest period premium wages, Defendants failed to pay all wages to Plaintiff
22 and other formerly employed non-exempt employees at the separation of their employment.

23 15. As a further result of Defendants' failure to pay all overtime wages, as well as
24 Defendants' failure to pay meal and rest period premium wages, Defendants have maintained
25 inaccurate payroll records, and issued inaccurate wage statements to Plaintiff.

26 16. In addition, the wage statements issued by Defendants were facially deficient in
27 multiple ways. Labor Code § 226(a)(7) requires an employer to include the following on wage
28 statements: "the name of the employee and only the last four digits of his or her social security

number or an employee identification number other than a social security number.” Defendants included Plaintiff’s name on his wage statements but failed to include the last four digits of Plaintiff’s social security number or an employee identification number as required by Labor Code § 226(a)(7). Defendants have also failed to comply with Labor Code § 226(a)(3), which requires an employer to issue wage statements with, “the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis.” Plaintiff was paid on a piece-rate basis for at least a portion of his employment and Defendants failed to include Plaintiff’s applicable piece rate and number of piece-rate units on his wage statements. For example, in the pay period of September 26, 2022 to October 2, 2022, Plaintiff’s wage statement reflects that he earned a “Grape Piece Rate” in the amount of \$157.54, but Defendants failed to include the number of piece-rate units earned and the applicable piece rate.

CLASS ACTION ALLEGATIONS

17. Class Definitions: Plaintiff brings this action on behalf of himself and the following Classes pursuant to Section 382 of the Code of Civil Procedure:

a. The Overtime Class consists of all of the Defendants’ current and former non-exempt employees in California who worked more than 8.0 hours in a workday and/or over 40.0 hours in a workweek and received Incentive Pay during a corresponding time period that was not incorporated into the regular rate, at any time from four years immediately preceding the filing of this action through the present.

b. The Meal Period Class consists of all of the Defendants’ current and former non-exempt employees in California who worked at least one shift in excess of 5.0 hours, during the four years immediately preceding the filing of this action through the present.

c. The Rest Period Class consists of all of the Defendants’ current and former non-exempt employees in California who worked at least one shift of 3.5 hours or more, at any time from four years immediately preceding the filing of this action through the present.

d. The Wage Statement Class consists of (i) all members of the Overtime Class, Meal Period Class, and/or Rest Period Class who received a wage statement, (ii) all of the Defendants’ current and former non-exempt employees in California who worked on a

1 piece-rate basis and received a wage statement without the applicable piece rate and/or
2 number of piece-rate units earned, and/or (iii) all of the Defendants' current and former
3 employees in California who received a wage statement that did not contain either the last
4 four digits of their social security number or employee identification number, during the
5 one year immediately preceding the filing of this action through the present.

6 e. The Waiting Time Class consists of all members of the Overtime Class, Meal
7 Period Class, and/or Rest Period Class, who are no longer employed by Defendants and
8 whose employment with Defendants ended at any time from three years immediately prior
9 to the filing of this action through the present.

10 18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
11 joinder of all members would be unfeasible and impracticable. The membership of the Classes is
12 unknown to Plaintiff at this time; however, it is estimated that the Classes number greater than
13 fifty (50) individuals in each Class. The identity of such membership is readily ascertainable via
14 Defendants' employment records.

15 19. **Common Questions of Law and Fact Predominate/Well Defined Community**
16 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly
17 situated employees, which predominate over questions affecting only individual members
18 including, without limitation to:

- 19 i. Whether Defendants' payroll practices violate the applicable Labor Code
20 provisions including, but not limited to, Sections 510 and 1194 by
21 requiring overtime work and not paying the Overtime Class for said work
22 according to California's overtime laws;
- 23 ii. Whether Defendants provided legally compliant meal periods to members
24 of the Meal Period Class;
- 25 iii. Whether Defendants authorized and permitted legally compliant rest
26 periods to members of the Rest Period Class;
- 27 iv. Whether Defendants furnished legally compliant wage statements to
28 members of the Wage Statement Class pursuant to Labor Code § 226; and

v. Whether Defendants paid all wages due to members of the Waiting Time Class at the time of separation of employment.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' overtime, wage statement, meal period, rest period, and final wage policies/practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

21. **Typicality:** Plaintiff's claims are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitation applicable to each cause of action pled in the Complaint in this action. As alleged herein, Plaintiff, like the members of the Classes, was deprived of all earned overtime wages, was subject to Defendants' uniform meal and rest period policies/practices, was furnished with inaccurate wage statements, and was deprived of all final wages upon his separation of employment from Defendants.

22. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's attorneys are ready, willing, and able to fully and adequately represent the members of the Classes and Plaintiff. Plaintiff's attorneys have prosecuted numerous wage-and-hour class actions in state and federal courts in the past and are committed to vigorously prosecuting this action on behalf of the members of the Classes.

23. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff

1 and members of the Classes make the class action format a particularly efficient and appropriate
2 procedure to redress the violations alleged herein. If each employee were required to file an
3 individual lawsuit, Defendants would necessarily gain an unfair advantage, as they would be able
4 to exploit and overwhelm the limited resources of each individual plaintiff with their vastly
5 superior financial and legal resources. Moreover, requiring each member of the Classes to pursue
6 an individual remedy would discourage the assertion of lawful claims by employees who would
7 be disinclined to file an action against their former and/or current employer for real and justifiable
8 fear of retaliation and permanent damages to their careers at subsequent employment. Further, the
9 prosecution of separate actions by individual class members would create a substantial risk of
10 inconsistent or varying verdicts or adjudications with respect to the individual class members
11 against Defendants herein; and which would establish potentially incompatible standards of
12 conduct for Defendants. Further, the claims of the individual members of the Classes are not
13 sufficiently large to warrant vigorous individual prosecution considering all of the concomitant
14 costs and expenses attending thereto. As such, the Classes identified in Paragraph 17 are
15 maintainable under Code Civ. Proc. § 382 of the Code of Civil Procedure.

16 **FIRST CAUSE OF ACTION**

17 **FAILURE TO PAY OVERTIME WAGES**

18 **(AGAINST ALL DEFENDANTS)**

19 24. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

20 25. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
21 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
22 overtime hours worked and provide a private right of action for the failure to pay all overtime
23 compensation for overtime work performed.

24 26. At all times relevant herein, Defendants were required to properly compensate
25 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
26 Labor Code § 1194 and Wage Order 14. Wage Order 14, § 3 requires an employer to pay an
27 employee “one and one-half (1½) times [the] employee’s regular rate of pay” for work in excess
28 of 8 hours per workday and/or in excess of 40 hours in any workweek, and for the first 8 hours

on the seventh consecutive workday in a workweek. Wage Order 14, § 3 also requires an employer to pay an employee double the employee's regular rate of pay for work in excess of 12 hours in a workday and/or in excess of 8 hours on the seventh consecutive day of work in the workweek. Defendants caused Plaintiff and Overtime Class members to work overtime hours but did not compensate them at one and one-half times (or two times) their regular rate for such hours.

27. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 218.6, 510, 558, 1194, and 1198, and Code of Civil Procedure § 1021.5.

SECOND CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

28. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

29. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed in their affirmative obligation to provide all their hourly non-exempt employees, including Plaintiff and members of the Meal Period Class, with all required meal periods in accordance with the mandates of the California Labor Code and Wage Order 14, for the reasons set forth herein.

30. As a result, Defendants owe premium compensation for meal period violations, including interest thereon, statutory penalties, and costs of suit, pursuant to Wage Order 14, Labor Code §§ 226.7 and 512, Civil Code § 3287, and Art. XV, § 1 of the California Constitution.

THIRD CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

31. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

32. Labor Code §§ 226.7 and 516, and Wage Order 14, § 12 establish the right of employees to be authorized and permitted a rest period of at least ten (10) minutes for each four (4) hour period worked, or major fraction thereof.

33. As alleged herein, Defendants failed to authorize and permit Plaintiff and Rest Period Class members to take their legally entitled rest periods. Defendants also failed to compensate Plaintiff and Rest Period Class members with a rest period premium for each rest period to which they were entitled while working.

34. The foregoing violations create an entitlement to recovery by Plaintiff and Rest Period Class members in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according to Labor Code §§ 226.7, 516, 558; Code of Civil Procedure § 1021.5; Civil Code § 3287; and Art. XV, § 1 of the California Constitution.

FOURTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

35. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

36. Plaintiff is informed and believes, and based thereon alleges, that Defendants knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff and the Wage Statement Class with accurate and complete itemized wage statements that included, among other requirements, all wages earned, each rate of pay and all hours worked at each rate of pay, all meal period premium wages, all rest period premium wages earned, and the last four digits of the employee's social security number or employee identification number, in violation of Labor Code § 226.

37. Defendants' failure to furnish Plaintiff and Wage Statement Class members with complete and accurate itemized wage statements resulted in injury, as said failures led to, *inter alia*, non-payment of all overtime wages and meal and rest period premium wages, and deprived them of the information necessary to identify the discrepancies in Defendants' reported data.

38. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226, including statutory penalties, civil penalties, and reasonable attorneys' fees and costs of suit, pursuant to Labor Code §§ 226 and 226.3.

1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

4 39. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

5 40. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
6 an employer to pay all wages immediately at the time of separation of employment in the event
7 the employer discharges the employee, or the employee provides at least 72 hours of notice of
8 their intent to quit. In the event the employee provides less than 72 hours of notice of their intent
9 to quit, said employee's wages become due and payable not later than 72 hours upon said
10 employee's last date of employment.

11 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
12 failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them
13 at their separation from employment, including (but not limited to) unpaid overtime wages and
14 unpaid meal and rest period premium wages.

15 42. Further, Plaintiff is informed and believes, and based thereon alleges, that as a
16 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members
17 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
18 to the requirements of Labor Code §§ 201-203.

19 43. Defendants' failure to pay all final wages was willful within the meaning of Labor
20 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
21 Time Class their earned wages upon separation from employment results in a continued payment
22 of daily wages up to thirty days from the time the wages were due. Plaintiff and members of the
23 Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable
24 attorneys' fees and costs of suit.

25 **SIXTH CAUSE OF ACTION**

26 **UNFAIR COMPETITION**

27 **(AGAINST ALL DEFENDANTS)**

28 44. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

1 45. Defendants have engaged, and continue to engage, in unfair and/or unlawful
2 business practices in violation of Business & Professions Code § 17200, *et seq.*, by failing to pay
3 Plaintiff and the Classes all overtime wages due, failing to provide meal periods or pay meal
4 period premium wages, failure to authorize and permit rest periods or pay rest period premium
5 wages, failing to furnish accurate and complete itemized wage statements, and failing to pay all
6 earned wages at separation of employment.

7 46. Defendants' utilization of these unfair and/or unlawful business practices has
8 deprived Plaintiff and members of the Classes of compensation to which they are legally entitled,
9 constitutes unfair and/or unlawful competition, and provides an unfair advantage over
10 Defendants' competitors who have been and/or are currently employing workers and attempting
11 to do so in honest compliance with applicable wage and hour laws.

12 47. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
13 herein, Plaintiff for himself, and on behalf of the members of the Classes, seeks full restitution of
14 monies as necessary and according to proof, to restore all monies withheld, acquired, and/or
15 converted by Defendants pursuant to Business & Professions Code §§ 17203 and 17208.

16 48. The acts complained of herein occurred within the four years immediately
17 preceding the filing of this action.

18 49. Plaintiff was compelled to retain the services of counsel to file this court action to
19 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
20 of Defendants' current non-exempt employees, and to enforce important rights affecting the
21 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
22 which he is entitled to recover under Code of Civil Procedure § 1021.5.

23 **SEVENTH CAUSE OF ACTION**

24 **PRIVATE ATTORNEYS GENERAL ACT**

25 **(AGAINST ALL DEFENDANTS)**

26 50. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

27 51. Defendants have committed several Labor Code violations against Plaintiff and
28 other aggrieved employees. Plaintiff is an "aggrieved employee" within the meaning of Labor

Code § 2698 *et seq.* Plaintiff, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, other aggrieved employees, and the State of California according to proof pursuant to Labor Code §§ 558 and 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each subsequent violation, pursuant to Labor Code § 226.3, per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay Plaintiff and other aggrieved employees all overtime and/or double-time compensation earned, in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to provide all legally required meal periods and failing to pay meal period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 512, 516, 558, and 1198;
- c. Failing to authorize and permit all legally required rest periods and failing to pay rest period premiums to Plaintiff and other aggrieved employees at the employees' respective regular rates of compensation, in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- d. Failing to furnish Plaintiff and other aggrieved employees with accurate and complete itemized wage statements, in violation Labor Code §§ 226 and 1198;

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e. Failing to pay all wages owed to Plaintiff and other aggrieved former employees at their separation of employment, in violation of Labor Code §§ 201-203; and

f. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees, in violation of Labor Code §§ 1174 and 1198.

52. On or about September 29, 2023, Plaintiff notified Defendant Cornerstone Certified Vineyard via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in paragraph 51 (a)-(f) above. Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

53. Based on the foregoing, Plaintiff seeks to represent himself, the State of California, and all aggrieved employees as defined by Labor Code § 2699(c), which includes all current and former employees who worked for Defendants in California at any time from one year prior to the submission of Plaintiff’s PAGA notice to the present.

54. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which he is entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing counsel for Plaintiff as counsel for the Classes;

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1 4. Upon the First Cause of Action, for compensatory, consequential, general, and
2 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

3 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
4 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;

5 6. Upon the Third Cause of Action, for compensatory, consequential, general, and
6 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;

7 7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code §
8 226, *et seq.*;

9 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
10 Labor Code §§ 201-203;

11 9. Upon the Sixth Cause of Action, for restitution to Plaintiff and the members of the
12 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
13 practices declared by this Court to be in violation of Business and Professions Code § 17200, *et*
14 *seq.*;

15 10. Upon the Seventh Cause of Action, for civil penalties due to Plaintiff, other
16 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
17 2699, including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay
18 each employee and \$200.00 for each subsequent violation or willful or intentional violation
19 pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount
20 unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation
21 pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation
22 and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per
23 pay period; (4) \$250.00 for each initial violation of Labor Code § 226 and \$1,000.00 for each
24 subsequent violation, pursuant to Labor Code § 226.3 per employee per pay period; and/or (5)
25 \$100.00 for each initial violation and \$200.00 for each subsequent violation per employee per pay
26 period for those violations of the Labor Code for which no civil penalty is specifically provided,
27 pursuant to Labor Code § 2699(f);

28 ///

1 11. Prejudgment interest on all due and unpaid wages and other damages pursuant to
2 California Labor Code §§ 218.6 and 1194(a); Civil Code § 3287; and Art. XV, § 1 of the
3 California Constitution;

4 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
5 226(e), 1194 *et seq.*, 2699(g), and Code of Civil Procedure § 1021.5; and

6 13. For such other and further relief the Court may deem just and proper.

7
8 Date: December 4, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

9
10 By: 

Tuvia Korobkin
Attorney for Plaintiff

11
12 **DEMAND FOR JURY TRIAL**

13 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
14

15
16 Dated: December 4, 2023

Respectfully submitted,
ABRAMSON LABOR GROUP

17
18 By: 

Tuvia Korobkin
Attorney for Plaintiff