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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MONTEREY

JOSE TRINIDAD MORALES-DOMINGUEZ,
on behalf of himself and all others similarly
situated,

Plaintiff,

v.

HILLTOWN PACKING CO., INC., a California
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: 26CV004473

**PAGA REPRESENTATIVE ACTION
COMPLAINT:**

(1) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

UNLIMITED CIVIL CASE

1 Plaintiff Jose Trinidad Morales-Dominguez (“Plaintiff”), on behalf of himself and all other
2 similarly situated aggrieved employees, alleges and complains of Defendant Hilltown Packing Co.,
3 Inc. (“Defendant”) and DOES 1 to 50 (collectively, “Defendants”) and each of them, as follows:

4 **INTRODUCTION**

5 1. Defendant is a California-based agricultural services firm founded in 1987, specializing
6 in crop harvesting and farm labor contracting with operations in Salinas, CA, and Yuma, AZ.

7 2. Plaintiff brings this PAGA representative action solely on behalf of the State of
8 California against Defendant for alleged violations of the California Labor Code.

9 3. **Plaintiff does not seek to recover anything other than penalties as permitted by**
10 **California Labor Code § 2699.**

11 4. As set forth below, Plaintiff alleges that Defendant failed to pay for all hours worked
12 due to its failure to record and pay for all time worked off the clock. Plaintiff further alleges that
13 Defendant failed to pay all overtime and sick pay compensation at the proper legal rates by failing to
14 properly calculate the “regular rate of pay.” Moreover, Plaintiff alleges that Defendant’s meal and
15 rest period policies and practices failed to allow and permit aggrieved employees to take all compliant
16 and timely meal and rest periods or pay premium wages at the “regular rate of pay” in lieu thereof.
17 Plaintiff further alleges that Defendant maintained unlawful piece-rate compensation policies and
18 practices, failed to provide aggrieved employees with accurate written itemized wage statements in
19 violation of Labor Code § 226(a), failed to reimburse all necessary business expenses incurred, and
20 failed to maintain and provide payroll records and personnel files in violation of Labor Code §§ 1174.

21 **JURISDICTION**

22 5. Plaintiff, on behalf of the State of California, brings this representative action pursuant
23 to Labor Code § 2699, *et seq.*, seeking penalties for Defendant’s violation of California Labor Code
24 §§ 204, 210, 226(a), 226(a)(6), 226(e), 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.5,
25 1194, 1197.1, 1199, 2802-2804, and applicable Industrial Welfare Commission Wage Orders (“Wage
26 Orders”).

27 6. Based upon the foregoing, Plaintiff and all aggrieved employees are aggrieved
28 employees within the meaning of Labor Code §2699, *et seq.*

7. This Court has jurisdiction over Defendant because, upon information and belief, Defendant has sufficient minimum contacts in California, or otherwise intentionally avail themselves to the State of California so as to render the exercise of jurisdiction over them by California courts consistent with the traditional notions of fair play and substantial justice.

VENUE

8. Venue is proper in this judicial district pursuant to California Code of Civil Procedure §§ 395(a) and 395.5, as most of the acts and omissions complained of herein occurred in the County of Monterey. Defendant owns, maintains offices, transacts business, has an agent or agents within the County of Monterey, and/or otherwise are found within the County of Monterey, and Defendant is within the jurisdiction of this Court for purposes of service of process.

PARTIES

9. At all relevant times herein, Plaintiff, who is over 18, was and currently is a California resident residing in the State of California.

10. Plaintiff is informed, believes, and alleges that Defendants are authorized to do business within the County of Monterey and is and/or was the legal employer of Plaintiff and the aggrieved employees during the applicable statutory periods. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of herein and has been deprived of the rights guaranteed to him by California Labor Code §§ 201-203, 204, 210, 226, 226(a), 226(e), 226.2, 226.3, 226.7, 227.3, 246, 510, 512, 516, 1174, 1174.5, 1194, 1197.1, 1199, 2802-2804, and the California Business and Professions Code § 17200 *et seq.*, and applicable Wage Orders.

11. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the State of California, County of Monterey.

12. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the Defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said Defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and thereon alleges, that each of said fictitious Defendants, whether individual, partners, or

1 corporate, was responsible in some manner for the acts and omissions alleged herein and proximately
2 caused Plaintiff and the aggrieved employees to be subject to the unlawful employment practices
3 alleged herein.

4 13. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
5 herein, Defendants were and are the employers of Plaintiff and all members of the aggrieved
6 employees. At all times herein mentioned, each of said Defendants participated in the doing of the
7 acts hereinafter alleged to have been done by the named Defendants. Furthermore, the Defendants,
8 and each of them, were the agents, servants, and employees of each and every one of the other
9 Defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
10 within the course and scope of said agency and employment. Defendants, and each of them, approved
11 of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of
12 herein.

13 14. At all times mentioned herein, Defendants, and each of them, were members of and
14 engaged in a joint venture, partnership, and common enterprise and acting within the course and
15 scope of and in pursuance of said joint venture, partnership, and common enterprise. Further, Plaintiff
16 alleges that all Defendants were joint employers for all purposes of Plaintiff and all members of the
17 aggrieved employees.

18 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

19 15. Defendant is a California-based agricultural services firm founded in 1987,
20 specializing in crop harvesting and farm labor contracting with operations in Salinas, CA, and Yuma,
21 AZ.

22 16. Plaintiff has been employed by Defendant as a non-exempt “General Labor” since
23 2007. Based in Salinas, California, Plaintiff was responsible for a variety of tasks, including, but not
24 limited to, cutting lettuce, packing and shipping, carrying boxes and loading them into the line.

25 17. Alongside Plaintiff, other aggrieved employees, including but not limited to Field
26 Worker, General Labor, Agricultural Laborer, Packer, and Tractor Operator, played a critical role in
27 supporting Defendant’s daily operations and overall success across California.

1 18. Plaintiff and other aggrieved employees were responsible for a wide range of tasks
2 critical to Defendant's operations, such harvesting, transportation, packing and shipping, and overall
3 farm labor duties. Their work ensured the effective operation of Defendant's assets. Despite the
4 essential nature of their contributions, Plaintiff and other aggrieved employees allege that Defendant
5 failed to comply with California Labor Code, including but not limited to, proper wage payment, and
6 provision of meal and rest periods, as set forth below.

7 19. At all relevant times, Plaintiff and other aggrieved employees regularly worked
8 various shifts, many of which were more than 8.0 hours in a workday and 40.0 hours in a workweek.
9 Plaintiff alleges that other aggrieved employees were also subjected to the same policies, procedures,
10 practices, working conditions, and corresponding wage and hour violations to which he was subjected
11 during his employment.

12 20. First, at all relevant times, Defendant has consistently failed to accurately record and
13 pay for all time worked, including the time aggrieved employees were under the employer's control.
14 This included a policy and practice of failing to properly record the time worked by aggrieved
15 employees, including all time spent working off the clock. As a result of this company-wide
16 policy/practice, Plaintiff and other aggrieved employees are not compensated for all the hours that
17 they work and all of the overtime hours they work, in violation of Labor Code §§ 204, 210, 510,
18 1194, 1197.1, 1199, and applicable Wage Orders.

19 21. As a result, over a period of time, Plaintiff and other aggrieved employees were not
20 properly paid for all hours worked in violation of Cal. Labor Code §§ 204, 210, 1194, 1197.1, 1199,
21 and applicable Wage Orders. Additionally, due to the unlawful timekeeping policy/practices, Plaintiff
22 and other aggrieved employees were not properly paid at the correct overtime rate for hours worked
23 in excess of eight hours per shift in violation of Labor Code § 510.

24 22. Labor Code § 1197.1 authorizes employees who are paid less than the minimum fixed
25 by an applicable state or local law or by an order of the commission a civil penalty, restitution of
26 wages, and liquidated damages as follows: (1) for any initial violation that is intentionally committed,
27 one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee
28 is underpaid....[and] (2) [f]or each subsequent violation for the same specific offense, two hundred

1 fifty dollars (\$250) for each underpaid employee for each pay period for which the employee is
2 underpaid regardless of whether the initial violation was intentionally committed.

3 23. Labor Code § 510 requires an employer to compensate an employee who works more
4 than eight (8) hours in one workday, forty (40) hours in a workweek, and for the first eight (8) hours
5 worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular rate of
6 pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less than
7 twice the regular rate of pay when an employee works more than twelve (12) hours in a workday or
8 more than eight (8) hours on the seventh consecutive day of work. Pursuant to Section 3 of the
9 applicable Wage Orders, aggrieved employees shall not be employed more than eight (8) hours in
10 any workday or more than 40 hours in any workweek unless the employee receives one and one-half
11 (1 1/2) times such employee's regular rate of pay for all hours worked over 40 hours in the workweek.

12 24. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
13 aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510,
14 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2), and for
15 attorneys' fees and costs pursuant to Labor Code § 2699(g)(1).

16 25. Furthermore, at all relevant times, Plaintiff and other aggrieved employees worked
17 regular shifts that lasted longer than 8.0 hours in a workday and resulted in aggrieved employees
18 regularly working more than 40 hours in a workweek. However, Defendant uniformly failed to
19 properly calculate and pay overtime wages at the proper legal rate due to Defendant's failure to
20 include all forms of compensation/remuneration, including, but not limited to, stipends, shift pay,
21 non-discretionary bonuses, commissions, incentives, and all other forms of remuneration in
22 calculating the "regular rate of pay" for purposes of overtime compensation.

23 26. Under the California Labor Code (as well as the FLSA), courts have consistently held
24 that regularly paid non-discretionary bonuses (and other forms of pay) must be included in
25 determining an employee's "regular rate of pay" for purposes of calculating overtime. (See *Haber v.*
26 *The Americana Corp.* 378 F. 2d 854, 855-856 (9th Cir. 1967) [holding that regularly paid efficiency
27 bonuses must be included in calculating the "regular rate"]; *Wang v. Chinese Daily News, Inc.* 435 F.
28 Supp. 2d 1042, 1055-1057 (C.D. Cal. 2006) [granting summary judgment to Plaintiff under California

1 and federal law on the grounds that Defendant improperly calculated overtime by excluding annual
2 bonuses paid to employees from the “regular rate of compensation”]; see *Walling v. Youngerman-*
3 *Reynolds Hardwood Co.* (1945) 65 S.Ct. 1242, 1245. (“The regular rate by its very nature must reflect
4 all payments which the parties have agreed shall be received regularly during the workweek,
5 exclusive of overtime payments. It is not an arbitrary label chosen by the parties but an actual fact.
6 Once the parties have decided upon the amount of wages and the mode of payment, the determination
7 of the regular rate becomes a matter of mathematical computation, the result of which is unaffected
8 by any designation of a contrary ‘regular rate’ in the contracts.”); see also 29 CFR §§ 778.110
9 (“production bonus”) and 778.111 (“piece-rate”).

10 27. Labor Code § 510 requires an employer to compensate an employee who works more
11 than eight (8.0) hours in one workday, forty (40.0) hours in a workweek, and for the first eight (8.0)
12 hours worked on the seventh consecutive day, no less than one and one-half times (1 1/2) the regular
13 rate of pay. In addition, Labor Code § 510 obligates employers to compensate employees at no less
14 than twice the regular rate of pay when an employee works more than twelve (12.0) hours in a
15 workday or more than eight (8.0) hours on the seventh consecutive day of work. Pursuant to Section
16 3 of the applicable Wage Orders, aggrieved employees shall not be employed more than eight (8.0)
17 hours in any workday or more than 40.0 hours in any workweek unless the employee receives one
18 and one-half (1 1/2) times such employee’s regular rate of pay for all hours worked over 40 hours in
19 the workweek.

20 28. By their policy of requiring Plaintiff and the other aggrieved employees to work in
21 excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating
22 them at the lawful rate of one-half (1 1/2) their “regular rate of pay,” Defendant willfully violated the
23 provisions of Labor Code § 510 and the applicable Wage Orders.

24 29. Accordingly, through PAGA and to the extent permitted by law, Plaintiff and other
25 aggrieved employees are entitled to recover penalties for violations of Labor Code §§ 204, 210, 510,
26 1194, 1197.1, 1199 1197.1 under Labor Code § 1197.1, 1199, or Labor Code § 2699(f)(2), and for
27 attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

1 30. Similarly, at all relevant times, Defendant also failed in its obligation to provide
2 Plaintiff and other aggrieved employees the legally required paid sick days at the legal rate pursuant
3 to Labor Code §§ 246(a),(b), which requires that “[a]n employee who, on or after July 1, 2015, works
4 in California for the same employer for 30 or more days within a year from the commencement of
5 employment is entitled to paid sick days. . . at the rate of not less than one hour per every 30 hours
6 worked, beginning at the commencement of employment.” Labor Code § 246(l)(1) provides that paid
7 sick time for aggrieved employees must be “calculated in the same manner as the regular rate of pay
8 for the workweek in which the employee uses paid sick time, whether or not the employee actually
9 works overtime in that workweek.”

10 31. Additionally, Labor Code § 246(l)(2) states that the paid sick time must be “calculated
11 by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total
12 hours worked in the full pay periods of the prior 90 days of employment.” Finally, Labor Code §246(i)
13 requires employers to “provide an employee with written notice that sets forth the amount of paid
14 sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either
15 the employee’s itemized wage statement described in Section 226 or in a separate writing provided
16 on the designated pay date with the employee’s payment of wages.”

17 32. Here, at all relevant times, Defendant failed in its obligation to provide Plaintiff and
18 other aggrieved employees the legally required paid sick days at the legal rate, including all forms of
19 compensation, pursuant to Labor Code §§ 246(a), (b). As such, Defendant paid sick time below the
20 “regular rate of pay” as required by Labor Code §§ 246(l) (1-2). Based on the foregoing Labor Code
21 violations, Plaintiff seeks all civil and statutory penalties available and applicable under Labor Code
22 § 2699(f)(2), and for attorneys’ fees and costs pursuant to Labor Code § 2699(g)(1).

23 33. Moreover, at all relevant times, Plaintiff and other aggrieved employees were denied
24 compliant and timely 30-minute off-duty meal periods as mandated by California law. Due to
25 Defendant’s uniform meal period policies/practices, operational requirements, and work demands,
26 Plaintiff and other aggrieved employees often could not take timely and uninterrupted net 30-minute
27 first meal periods before the end of the fifth hour of work. Further, when Plaintiff and other aggrieved
28 employees worked more than 10.0 hours in a shift, they were not allowed and permitted to take a

1 mandated second meal period before the end of the tenth hour of work in violation of the Labor Code
2 and applicable Wage Orders. Indeed, Plaintiff's and other aggrieved employees' meal periods were
3 often interrupted and/or lasted fewer than 30 minutes due to Defendant's meal period
4 policies/procedures, operational requirements, and work demands.

5 34. In addition, for each missed or non-compliant meal period, Defendant failed and
6 continues to fail to maintain a mechanism by which aggrieved employees were paid meal period
7 premiums at the "regular rate of pay" pursuant to *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11
8 5th 858 and Labor Code § 226.7.

9 35. Accordingly, due to Defendant's uniform meal period practices, aggrieved employees
10 were also regularly denied legally compliant meal periods in violation of Labor Code §§ 226.7, 510,
11 516, and applicable Wage Orders, and would be entitled to penalties under Labor Code § 2698 *et seq.*

12 36. Next, at all relevant times, Plaintiff and other aggrieved employees were not provided
13 with all 10-minute rest periods for every four hours worked, or a major fraction thereof, due to
14 Defendant's uniform rest period policies/practices, operational requirements and work demands. As
15 a result, Plaintiff and other aggrieved employees were and are often unable to take a net 10-minute
16 duty-free rest period for every major fraction of four hours worked. This includes a second rest period
17 for shifts in excess of six hours and a third rest period for shifts in excess of 10.0 hours in a workday.

18 37. By not relieving all aggrieved employees of all duties during rest periods, Defendant
19 failed to provide legally compliant rest periods. See *Augustus v. ABM Security Services, Inc.* (2016)
20 2 Cal. 5th 257, 269 [concluding that "during rest periods employers must relieve employees of all
21 duties and relinquish control over how employees spend their time."] (Emphasis added). In *Augustus*,
22 the California Supreme Court expressly rejected the employer's assertion that it could provide an on-
23 duty rest period to employees who worked as security guards and further explained: "that employers
24 [must] relinquish any control over how employees spend their break time and relieve their employees
25 of all duties." *Id.* at 273. Each time aggrieved employees could not take a compliant rest period;
26 Defendant failed and continues to fail to adequately pay rest period premium payments at the "regular
27 rate of pay" as required by Labor Code § 226.7.

1 38. Accordingly, due to Defendant's uniform rest period policies/practices, aggrieved
2 employees were regularly denied legally compliant rest breaks in violation of Labor Code §§ 226.7,
3 512, and applicable Wage Orders, and would be entitled to penalties under Labor Code § 2698 *et seq.*

4 39. Further, at all relevant times, Defendant compensated Plaintiff and other aggrieved
5 employees on a piece rate basis for productive work performed in the field. As reflected in
6 Defendant's payroll records, employees were paid based on production categories rather than solely
7 on an hourly rate.

8 40. Pursuant to Labor Code section 226.2, when an employee is compensated on a piece
9 rate basis, the employer must separately compensate and itemize the following:

10 a) Rest and recovery periods, which must be compensated at an hourly rate that is the
11 greater of the applicable minimum wage or the employee's average hourly rate for the workweek;
12 and

13 b) Other nonproductive time, which must be separately compensated at no less than the
14 applicable minimum wage.

15 41. Defendant failed to comply with Labor Code section 226.2 in multiple respects.

16 42. First, Defendant failed to separately compensate for rest and recovery periods at the
17 legally required hourly rate. Instead, employees were paid solely based on production or were paid
18 amounts that were not separately calculated and itemized in compliance with section 226.2.

19 43. Second, Defendant failed to separately compensate nonproductive time at no less than
20 the applicable minimum wage. Nonproductive time includes time under the employer's control that
21 is not directly tied to piece rate production, including but not limited to waiting time, travel within
22 job sites, loading and unloading materials, set up, clean up, and other required tasks.

23 44. Third, Defendant failed to provide compliant wage statements to piece rate employees
24 as required by Labor Code sections 226 and 226.2. Specifically, wage statements failed to accurately
25 itemize:

26 a) Total hours of compensable rest and recovery periods;

27 b) The rate of compensation paid for rest and recovery periods;

28 c) Total hours of nonproductive time;

1 d) The rate of compensation paid for nonproductive time; and

2 e) The total hours worked at each applicable hourly rate.

3 45. As a result of these violations, Plaintiff and other aggrieved employees were not paid
4 all wages owed, including minimum, overtime, and sick pay wages calculated using the correct
5 regular rate of pay. These violations give rise to civil penalties under Labor Code sections 226.2, 226,
6 246, 1174, 1194, 1197.1, 1199, and 2699.

7 46. As a result of Defendant's failure to pay Plaintiff and other aggrieved employees for
8 all hours they were subject to the control of Defendant, including all minimum, overtime and sick
9 pay wages, and Defendant's failure to pay all meal and rest period premiums at the "regular rate of
10 pay," Defendant issued wage statements which failed to identify the gross wages earned accurately,
11 the total hours worked, the net wages earned, and the correct corresponding number of hours worked
12 at each hourly rate, in violation of Labor Code § 226(a)(1, 2, 5, and 9).

13 47. Labor Code § 226.3 provides that "[a]ny employer who violates subdivision (a) of
14 Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per
15 employee per violation in an initial violation and one thousand dollars (\$1,000) per employee for
16 each violation in a subsequent citation, for which the employer fails to provide the employee a wage
17 deduction statement or fails to keep the required in subdivision (a) of Section 226."

18 48. Thus, for the violations of Labor Code section 226 described above, Plaintiff and other
19 aggrieved employees may also recover Labor Code § 226.3 penalties for Defendant's violations of
20 Labor Code § 226(a). Consequently, because Defendant failed to comply with Labor Code § 226(a),
21 Plaintiff and other aggrieved employees would be entitled to recover penalties under Labor Code §
22 226(e) and/or 2698 *et seq.*

23 49. Moreover, at all relevant times, Defendant required Plaintiff and other aggrieved
24 employees to incur necessary expenses for work-related purposes but did not reimburse aggrieved
25 employees adequately for these necessary expenditures in violation of Labor Code §§ 2802-2804.
26 Here, Defendant uniformly failed to reimburse aggrieved employees for the necessary costs incurred
27 in discharging their duties. (See *Cochran v. Schwan's Home Service, Inc.*, (2014) 228 Cal.App.4th
28 1137, 1144 "[i]f an employee is required to make work-related calls on a personal cell phone, then

1 he or she is incurring an expense for the purposes of section 2802. It does not matter whether the
2 phone bill is paid for by a third person or at all...To show liability under section 2802, an employee
3 needs only to show that he or she was required to use a personal cell phone to make work-related
4 calls, and he or she was not reimbursed”].) Accordingly, due to Defendant’s uniform failure to
5 adequately reimburse for necessary business expenditures in violation of Labor Code §§ 2802-2804
6 and applicable Wage Orders. Plaintiff and other aggrieved employees would be entitled to civil
7 penalties under Labor Code § 2698 *et seq.*

8 50. Finally, at all relevant times, Defendant, as the relevant employer here, was required
9 to maintain certain employment and payroll records for Plaintiff and other aggrieved employees.

10 51. Pursuant to Labor Code § 1174, subdivision (d), an employer shall keep at a central
11 location in the state or at the plants or establishments at which employees are employed, payroll
12 records showing the hours worked daily by and wages paid to employees employed at the respective
13 plants or establishments. These records must be kept in accordance with rules established for this
14 purpose by the commission, but in any case, shall be kept on file for not less than two years.

15 52. Defendant has intentionally and willfully failed to keep accurate and complete records
16 showing the daily hours worked and wages paid to Plaintiff and other aggrieved employees. Thus,
17 Plaintiff and the other aggrieved employees have been denied their legal right and protected interest
18 in having available at a central location at the plant or establishment where they are employed
19 accurate and complete payroll records showing the hours worked daily and the wages paid to,
20 employees at those respective locations pursuant to Labor Code § 1174.

21 53. Accordingly, to the extent permitted by law, Plaintiff and other aggrieved employees
22 are entitled to recover a civil penalty of \$500 for an employer’s failure to maintain accurate and
23 complete records pursuant to Labor Code § 1174.5.

24 **FIRST CAUSE OF ACTION**

25 **PRIVATE ATTORNEYS GENERAL ACT**

26 **(Plaintiff and Similarly Aggrieved Employees Against All Defendants)**

27 54. Plaintiff re-alleges and incorporates by reference each and every allegation outlined
28 in the preceding paragraphs.

1 55. Defendant has committed several Labor Code violations against Plaintiff and other
2 similarly aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code
3 § 2698 *et seq.*, acting on behalf of the State of California, brings this representative action against
4 Defendant to recover the civil penalties due to Plaintiff, other similarly aggrieved employees, and the
5 State of California according to proof pursuant to Labor Code § 2699 (a) and (f) including, but not
6 limited to (1) \$100 for each initial violation and \$200 for each subsequent violation per employee per
7 pay period for those violations of the Labor Code for which no civil penalty is specifically provided
8 based on the following Labor Code violations:

- 9 a) Defendant’s failure to record and pay for all hours worked;
- 10 b) Defendant’s failure to pay all overtime wages at the “regular rate of pay” because
11 Defendant failed to include all forms of compensation, including, but not limited to, shift differential,
12 commissions, incentives, non-discretionary bonuses, and other forms of remuneration;
- 13 c) Defendant’s failure to pay all sick pay at the “regular rate of pay”;
- 14 d) Defendant’s failure to allow and permit legally compliant meal periods or compensation
15 at the “regular rate of pay” in lieu thereof;
- 16 e) Defendant’s failure to allow and permit legally compliant rest periods or compensation
17 at the “regular rate of pay” in lieu thereof;
- 18 f) Defendant’s failure to properly compensate Plaintiff and other similarly situated
19 employees paid on a piece-rate basis for rest and recovery periods and other nonproductive time;
- 20 g) Defendant’s failure to furnish legally compliant wage statements pursuant to Labor
21 Code § 226(a);
- 22 h) Defendant’s failure to maintain and provide payroll records and personnel files in
23 violation of Labor Code §§ 1174; and
- 24 i) Defendant’s failure to reimburse aggrieved employees for all necessary business
25 expenses in violation of Labor Code §§ 2802-2804.

26 56. On or about April 13, 2026, Plaintiff notified Defendant Hilltown Packing Co, Inc.
27 (“Defendant”) via certified mail and the California Labor and Workforce Development Agency
28 (“LWDA”) via its website of Defendant’s violations of the California Labor Code § 2698 *et seq.*

1 with respect to violations of the California Labor Code identified in Paragraph 55 (a)-(i). Now that
2 sixty-five days (65) have passed from Plaintiff notifying Defendant of these violations, Plaintiff has
3 exhausted her administrative requirements for bringing a claim under the Private Attorneys General
4 Act with respect to these violations.

5 57. Plaintiff was compelled to retain the services of counsel to file this court action to
6 protect his interests and the interests of other similarly aggrieved employees and to assess and collect
7 the civil penalties owed by Defendant. Plaintiff has, therefore, incurred attorneys' fees and costs,
8 which he is entitled to receive under California Labor Code § 2698 *et seq.*

9 **PRAYER FOR RELIEF**

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

12 1. Upon the First Cause of Action, for civil penalties due to similarly aggrieved
13 employees, and the State of California according to proof pursuant to Labor Code § 2699 (a) and (f)
14 including, but not limited to: (1) \$100 for each initial violation and \$200 for each subsequent violation
15 per employee per pay period for those violations of the Labor Code for which no civil penalty is
16 specifically provided under the Labor Code;

17 2. For attorneys' fees and costs as provided by Labor Code §§ 218.5, 226, 1194, Code
18 of Civil Procedure § 1021.5; and

19 3. For such other relief that the Court may deem just and proper.
20

21 Dated: August 13, 2026

FALAKASSA LAW, P.C.
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22
23
24 By: _____

Joshua Falakassa, Esq.

Mehrdad Bokhour, Esq.

Attorneys for Plaintiff and the Aggrieved Employees
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