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ELECTRONICALLY
FILED
BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KING'S COUNTY
03/04/2024
NOC'ONA SOBOLESKI, CLERK OF THE COURT
JULIENNE DE SANTOS, DEPUTY



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

SANTIAGO ESPINOSA CANO, as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"), on
behalf of the State of California and other
non-party Aggrieved Employees,

Plaintiff,

vs.

GRIMMIUS CATTLE COMPANY, INC.,
a California corporation; GRIMMIUS
TRANSPORTATION, INC. a California
corporation; GRIMMIUS FEEDING, LLC
a California limited liability company; and
DOES 1 through 10 inclusive,

Defendants.

Case No.: 23CU0432

**FIRST AMENDED COMPLAINT – PAGA
ENFORCEMENT ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff Santiago Espinosa Cano, as an aggrieved employee and the State of California
2 and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as a non-exempt, hourly paid
8 employee and received at least one wage statement and against whom one or more violations
9 of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision regulating
10 hours and days of work in the applicable Industrial Welfare Commission (“IWC”) Wage
11 Order were committed, as set forth in this complaint, at any time between one year prior to the
12 filing of the pre-filing written notice to the Labor and Workforce Development Agency
13 (“LWDA”) in this case on November 16, 2023, until judgment (“non-party Aggrieved
14 Employees”). Plaintiff’s share of civil penalties sought in this action does not exceed
15 \$75,000.

16 2. This Court has jurisdiction over this action pursuant to the California
17 Constitution, Article VI, section 10. The statute under which this action is brought do not
18 specify any other basis for jurisdiction.

19 3. This Court has jurisdiction over Defendants because Defendants are either
20 citizens of California, have sufficient minimum contacts in California, or otherwise
21 intentionally avail themselves of the California market so as to render the exercise of
22 jurisdiction over them by the California courts consistent with traditional notions of fair play
23 and substantial justice. There is no basis for federal diversity jurisdiction in this action given
24 that the State of California, as the real party in interest in this action, is not a “citizen” for
25 purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*, 726 F.3d 1118,
26 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be aggregated to
27 satisfy the amount in controversy requirement for federal diversity jurisdiction in this action,
28 and that diversity jurisdiction cannot be established when Plaintiff’s share of the civil

1 penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

2 4. Venue is proper in this Court, because Defendants filed Statement of
3 Information forms with the California Secretary of State designating a principal place of
4 business in Hanford, County of Kings, in accordance with California Corporations Code
5 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because
6 Defendants employ persons in this county, and employed Plaintiff in this county, and thus a
7 substantial portion of the transactions and occurrences related to this action occurred in this
8 county.

9 5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private
10 Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private
11 attorneys general their current or former employers for various civil penalties for violations of
12 various provisions in the California Labor Code.

13 **THE PARTIES**

14 6. Plaintiff Santiago Espinosa Cano is a resident of Laton, California. Defendants
15 employed Plaintiff as an hourly paid, non-exempt Curator from approximately December
16 2022 to April 2023. Plaintiff worked for Defendants at their location in Hanford, California.
17 During his employment, Plaintiff typically worked nine (9) or more hours per day and six (6)
18 days per week. At the time Plaintiff’s employment with Defendants ended, he was
19 compensated approximately \$16.16 per hour. Plaintiff’s primary job duties included, without
20 limitation, reporting and providing medical treatment to cattle, such as administering
21 vaccinations and medication.

22 7. GRIMMIUS CATTLE COMPANY, INC. was and is, upon information and
23 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
24 employees are engaged throughout this county and the State of California.

25 8. GRIMMIUS TRANSPORTATION, INC. was and is, upon information and
26 belief, a California corporation, and at all times hereinafter mentioned, an employer whose
27 employees are engaged throughout this county and the State of California.

28 9. GRIMMIUS FEEDING, LLC was and is, upon information and belief, a

1 California limited liability company, and at all times hereinafter mentioned, an employer
2 whose employees are engaged throughout this county and the State of California.

3 10. Plaintiff is unaware of the true names or capacities of the Defendants sued
4 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
5 amend the complaint and serve such fictitiously named Defendants once their names and
6 capacities become known.

7 11. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
8 were the partners, agents, owners, or managers of Defendants at all relevant times.

9 12. Plaintiff is informed and believes, and thereon alleges, that each and all of the
10 acts and omissions alleged herein was performed by, or is attributable to, GRIMMIUS
11 CATTLE COMPANY, INC.; GRIMMIUS TRANSPORTATION, INC.; GRIMMIUS
12 FEEDING, LLC; and/or DOES 1 through 10 (collectively, “Defendants” or “GRIMMIUS”),
13 each acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert
14 with, each of the other co-Defendants and was acting within the course and scope of such
15 agency, employment, joint venture, or concerted activity with legal authority to act on the
16 others’ behalf. The acts of any and all Defendants were in accordance with, and represent, the
17 official policy of Defendants.

18 13. At all relevant times, Defendants, and each of them, ratified each and every act
19 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
20 and abetted the acts and omissions of each and all the other Defendants in proximately causing
21 the damages herein alleged.

22 14. Plaintiff is informed and believes, and thereon alleges, that each of said
23 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
24 omissions, occurrences, and transactions alleged herein.

25 15. Under California law, Defendants are jointly and severally liable as employers
26 for the violations alleged herein because they have each exercised sufficient control over the
27 wages, hours, working conditions, and employment status of Plaintiff and other non-party
28 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-

1 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
2 of employment, determined their rate of pay, and maintained their employment records.
3 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
4 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
5 common-law employment relationship. As joint employers of Plaintiff and other non-party
6 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties and
7 all other relief available to Plaintiff and other non-party Aggrieved Employees under the law.

8 16. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
9 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
10 non-party Aggrieved Employees because Defendants have:

- 11 (a) jointly exercised meaningful control over the work performed by
12 Plaintiff and other non-party Aggrieved Employees;
- 13 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
14 Aggrieved Employees’ wages, hours, and working conditions, including
15 the quantity, quality standards, speed, scheduling, and operative details
16 of the tasks performed by Plaintiff and other non-party Aggrieved
17 Employees;
- 18 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
19 perform work which is an integral part of Defendants’ businesses; and
- 20 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
21 Employees as a matter of economic reality in that Plaintiff and other
22 non-party Aggrieved Employees were dependent on Defendants, who
23 shared the power to set the wages of Plaintiff and other non-party
24 Aggrieved Employees and determined their working conditions, and
25 who jointly reaped the benefits from the underpayment of their wages
26 and noncompliance with other statutory provisions governing their
27 employment.

28 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times

1 there has existed a unity of interest and ownership between Defendants such that any
2 individuality and separateness between the entities has ceased.

3 18. GRIMMIUS CATTLE COMPANY, INC.; GRIMMIUS TRANSPORTATION,
4 INC.; GRIMMIUS FEEDING, LLC; and DOES 1 through 10 are therefore alter egos of each
5 other.

6 19. Adherence to the fiction of the separate existence of Defendants would permit
7 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
8 from liability for the wrongful acts committed by them under the name GRIMMIUS.

9 20. Plaintiff further alleges, upon information and belief, that Defendants
10 GRIMMIUS CATTLE COMPANY, INC.; GRIMMIUS TRANSPORTATION, INC.; and
11 GRIMMIUS FEEDING, LLC are alter egos of each other for the following reasons:

- 12 (a) On the California Secretary of State's website
13 (<https://bizfileonline.sos.ca.gov/>), GRIMMIUS CATTLE COMPANY,
14 INC.; GRIMMIUS TRANSPORTATION, INC.; and GRIMMIUS
15 FEEDING, LLC share the same principal address and/or mailing
16 address of "5715 KANSAS AVENUE, HANFORD, CA 93230";
- 17 (b) On the California Secretary of State's website, GRIMMIUS CATTLE
18 COMPANY, INC.; GRIMMIUS TRANSPORTATION, INC.; and
19 GRIMMIUS FEEDING, LLC share the same agent for service of
20 process, "Michael [J.] Noland;"
- 21 (c) According to Statement of Information forms filed with the California
22 Secretary of State, GRIMMIUS CATTLE COMPANY, INC.;
23 GRIMMIUS TRANSPORTATION, INC.; and GRIMMIUS FEEDING,
24 LLC share the same officer and/or director, Randall Grimmus;
- 25 (d) According to Statement of Information forms filed with the California
26 Secretary of State, GRIMMIUS CATTLE COMPANY, INC.; and
27 GRIMMIUS TRANSPORTATION, INC., share the same officers
28 and/or directors, including: Randall Grimmus, who serves as Chief

Executive Officer, and Eric Grimmus, who serves as Secretary and Chief Financial Officer; and

(e) On information and belief, GRIMMIUS CATTLE COMPANY, INC.; GRIMMIUS TRANSPORTATION, INC.; and GRIMMIUS FEEDING, LLC utilize the same standardized employment forms, but not limited to employee scheduling forms, and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

21. Defendants operate a calf ranch that specializes in custom raising heifers and purchasing bulls from area dairies. Upon information and belief, Defendants maintain a single, centralized Human Resources (“HR”) department at their corporate headquarters in Hanford, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants’ company-wide policies, including timekeeping policies and meal and rest period policies, to employees throughout California.

22. In particular, Plaintiff and other non-party Aggrieved Employees, on information and belief, received the same standardized documents and/or written policies. Upon information and belief, the usage of standardized documents and/or written policies, including new-hire documents, indicate that Defendants dictated policies at the corporate level and implemented them company-wide, regardless of their employees’ assigned locations or positions.

23. Upon information and belief, Defendants maintain a centralized Payroll department at their corporate headquarters in Hanford, California, which processes payroll for all non-exempt, hourly paid employees working for Defendants at their various locations in California, including Plaintiff and other non-party Aggrieved Employees. Based upon information and belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees in California, irrespective of their work locations. Upon information and belief, Defendants process payroll for departing employees in the same manner throughout the State of California, regardless of the manner in which each employee’s employment ends.

1 24. Defendants continue to employ non-exempt or hourly paid employees in
2 California.

3 25. Plaintiff is informed and believes, and thereon alleges, that at all times herein
4 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
5 and advisors knowledgeable about California labor and wage law, employment and personnel
6 practices, and about the requirements of California law.

7 26. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
8 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
9 were not recorded.

10 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 receive certain wages for overtime compensation and that they were not receiving certain
13 wages for overtime compensation.

14 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that other non-party Aggrieved Employees were entitled to be paid at a
16 regular rate of pay, and corresponding rates of pay for overtime wages and/or meal, rest, and
17 recovery period premiums, that included as eligible income all remuneration required by law,
18 including but not limited to, all income derived from incentive pay, nondiscretionary bonuses,
19 and/or other forms of compensation, but failed to include all forms of remuneration in
20 calculating the regular rate of pay for other non-party Aggrieved Employees.

21 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
23 receive at least minimum wages for compensation and that they were not receiving at least
24 minimum wages for work that was required to be done off-the-clock. In violation of the
25 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
26 least minimum wages for work done off-the-clock.

27 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 meal periods in accordance with the California Labor Code or payment of one (1) additional
2 hour of pay at their regular rates of pay when they were not provided with timely,
3 uninterrupted, thirty (30) minute meal periods and that Plaintiff and other non-party
4 Aggrieved Employees were not provided with all meal periods or payment of one (1)
5 additional hour of pay at their regular rates of pay when they did not receive a timely,
6 uninterrupted, thirty (30) minute meal period.

7 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
8 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
9 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
10 payment of one (1) additional hour of pay at their regular rates of pay when they were not
11 authorized and permitted to take a compliant rest period and that Plaintiff and other non-party
12 Aggrieved Employees were not authorized and permitted to take compliant rest periods or
13 provided with payment of one (1) additional hour of pay at their regular rates of pay when
14 they were not authorized and permitted to take a compliant rest period.

15 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
16 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
17 recovery periods in accordance with the California Labor Code and applicable General
18 Industry Safety (“GIS”) Order or payment of one (1) additional hour of pay at their regular
19 rates of pay when they were not provided a compliant recovery period and that Plaintiff and
20 other non-party Aggrieved Employees were not provided with compliant recovery periods or
21 payment of one (1) additional hour of pay at their regular rates of pay when they were not
22 provided a compliant recovery period.

23 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
24 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
25 receive complete and accurate wage statements in accordance with California law. In
26 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
27 were not provided complete and accurate wage statements.

28 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that they had a duty to maintain accurate and complete payroll records in
2 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
3 knowingly, and intentionally failed to do so.

4 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 timely payment of all wages earned upon termination of employment. In violation of the
7 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
8 payment of all wages due, including, but not limited to, overtime wages; minimum wages;
9 and/or meal, rest, and recovery period premiums, within permissible time periods.

10 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 timely payment of wages during their employment. In violation of the California Labor Code,
13 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
14 including, but not limited to, overtime wages; minimum wages; and/or meal, rest, and
15 recovery period premiums, within permissible time periods.

16 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
18 receive their full wages due without having to execute a release of claims. In violation of the
19 California Labor Code, Defendants required Plaintiff and other non-party Aggrieved
20 Employees to release their claims for unpaid wages as a condition to receiving their
21 paychecks.

22 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Defendants were obligated to provide other non-party Aggrieved
24 Employees with paid sick leave benefits, and that sick leave benefits were to be paid at a
25 regular rate of pay, that included, as eligible income, all income derived from incentive pay,
26 nondiscretionary bonuses, and/or other forms of compensation, but failed to do so.

27 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 receive full reimbursement for all business-related expenses and costs they incurred during the
2 course and scope of their employment and that they did not receive full reimbursement of
3 applicable business-related expenses and costs incurred.

4 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
5 mentioned, Defendants knew or should have known that Defendants had a duty to provide
6 other non-party Aggrieved Employees with written notice of the material terms of their
7 employment with Defendants as required by the California Wage Theft Prevention Act, but
8 failed to do so.

9 41. Plaintiff is informed and believes, and thereon alleges, that at all times herein
10 mentioned, Defendants knew or should have known that they had a duty to provide Plaintiff
11 and other non-party Aggrieved Employees with safety devices and safeguards, such as
12 personal protective equipment, to protect their life, safety, and health in the workplace, but
13 failed to do so.

14 42. Plaintiff is informed and believes, and thereon alleges, that at all times herein
15 mentioned, Defendants knew or should have known that they had a duty to compensate
16 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
17 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
18 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
19 that they were properly denied wages, all in order to increase Defendants' profits.

20 **PAGA REPRESENTATIVE ALLEGATIONS**

21 43. At all times herein set forth, PAGA provides that any provision of law under
22 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
23 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
24 violations of the California Labor Code and applicable IWC Wage Order may, as an
25 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
26 themselves and other current or former employees pursuant to procedures outlined in
27 California Labor Code section 2699.3.

28 44. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any

1 person who was employed by the alleged violator and against whom one or more of the
2 alleged violations was committed.”

3 45. Plaintiff and other current and former employees of Defendants are “aggrieved
4 employees” as defined by Labor Code section 2699(c) in that they are all Defendants’ current
5 or former employees and one or more of the alleged violations were committed against them.

6 46. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
7 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
8 following requirements have been met:

- 9 (a) The aggrieved employee or representative shall give written notice by
10 online filing with the LWDA and by certified mail to the employer of
11 the specific provisions of the California Labor Code alleged to have
12 been violated, including the facts and theories to support the alleged
13 violation.
- 14 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
15 2699.3(a) and any employer response to that notice shall be
16 accompanied by a filing fee of seventy-five dollars (\$75).
- 17 (c) The LWDA shall notify the employer and the aggrieved employee or
18 representative by certified mail that it does not intend to investigate the
19 alleged violation (“LWDA Notice”) within sixty (60) calendar days of
20 the postmark date of the aggrieved employee’s notice. Upon receipt of
21 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
22 (65) calendar days of the postmark date of the aggrieved employee’s
23 notice, the aggrieved employee may commence a civil action pursuant
24 to California Labor Code section 2699 to recover civil penalties.

25 47. Pursuant to California Labor Code section 2699.3(c), aggrieved employees,
26 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
27 provision other than those listed in Section 2699.5 after the following requirements have been
28 met:

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing with the LWDA and by certified mail to the employer of
3 the specific provisions of the California Labor Code alleged to have
4 been violated (other than those listed in Section 2699.5), including the
5 facts and theories to support the alleged violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to
7 2699.3(c) and any employer response to that notice shall be
8 accompanied by a filing fee of seventy-five dollars (\$75).
- 9 (c) The employer may cure the alleged violation within thirty-three (33)
10 calendar days of the postmark date of the notice sent by the aggrieved
11 employee or representative. The employer shall give written notice
12 within that period of time by certified mail to the aggrieved employee or
13 representative and by online filing with the LWDA if the alleged
14 violation is cured, including a description of actions taken, and no civil
15 action pursuant to Section 2699 may commence. If the alleged violation
16 is not cured within the 33-day period, the aggrieved employee may
17 commence a civil action pursuant to Section 2699.

18 48. On November 16, 2023, Plaintiff provided written notice by online filing to the
19 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
20 Code alleged to have been violated, including facts and theories to support the alleged
21 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
22 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
23 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
24 Plaintiff PAGA Case Number LWDA-CM-994903-23. On November 17, 2023, Plaintiff filed
25 an amended written notice by online filing to the LWDA and by certified mail to Defendants
26 of the specific provisions of the California Labor Code alleged to have been violated,
27 supplementing and/or clarifying the facts and theories to support the alleged violations set
28 forth in his original LWDA notice, in accordance with California Labor Code section 2699.3

1 True and correct copies of Plaintiff's written notices to the LWDA and Defendants are
2 attached hereto as "Exhibit 1."

3 49. As of the filing date of this amended complaint, over 65 days have passed since
4 Plaintiff sent the notices described above to the LWDA, and the LWDA has not responded
5 that it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

6 50. Thus, Plaintiff has satisfied the administrative prerequisites under California
7 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
8 violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 246, 248.6,
9 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 2810.5, 6401, and 6403.

10 51. Labor Code section 558(a) provides "[a]ny employer or other person acting on
11 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
12 provision regulating hours and days of work in any order of the Industrial Welfare
13 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
14 dollars (\$50) for each underpaid employee for each pay period for which the employee was
15 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each
16 underpaid employee for each pay period for which the employee was underpaid" Labor
17 Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition
18 to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest
19 as a private attorney general, seeks assessment and collection of civil penalties under Labor
20 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
21 California against Defendants for violations of Labor Code sections 510, 512(a), 516, and
22 1198, and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
23 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
24 from Defendants for violations of Labor Code sections 510, 512(a), 516, and 1198, and the
25 applicable IWC Wage Order.

26 52. Defendants, at all times relevant to this complaint, were employers or persons
27 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
28 Employees' rights by violating various sections of the California Labor Code as set forth

1 above.

2 53. As set forth below, Defendants have violated numerous provisions of both the
3 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
4 Order.

5 54. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
6 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a
7 private attorney general, seeks assessment and collection of civil penalties for himself, all
8 other aggrieved employees, and the State of California against Defendants for violations of
9 California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 246, 248.6, 510, 512(a),
10 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 2810.5, 6401, and 6403.

11 **FIRST CAUSE OF ACTION**

12 **For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.***

13 **(Against all Defendants)**

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

16 56. California Labor Code §§ 2698, *et seq.* (“PAGA”) permits Plaintiff to recover
17 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
18 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 206.5, 226(a),
19 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c)
20 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
21 those Labor Code sections not found in section 2699.5, including sections 246, 248.6, 516,
22 1182.12, 2810.5, 6401, and 6403.

23 57. Defendants’ conduct, as alleged herein, violates numerous sections of the
24 California Labor Code, including, but not limited to, the following:

- 25 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
26 Wage Order for Defendants’ failure to compensate Plaintiff and other
27 non-party Aggrieved Employees with all required overtime pay, as set
28 forth below;

- 1 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the
2 applicable IWC Wage Order for Defendants' failure to include all forms
3 of remuneration in the regular rate of pay as required by law for
4 purposes of paying overtime wages and/or meal, rest, and recovery
5 period premiums to other non-party Aggrieved Employees, as set forth
6 below;
- 7 (c) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
8 the applicable IWC Wage Order for Defendants' failure to compensate
9 Plaintiff and other non-party Aggrieved Employees with at least
10 minimum wages for all hours worked, as set forth below;
- 11 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
12 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
13 and other non-party Aggrieved Employees with meal periods, as set
14 forth below;
- 15 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the
16 applicable IWC Wage Order for Defendants' failure to authorize and
17 permit Plaintiff and other non-party Aggrieved Employees to take rest
18 periods, as set forth below;
- 19 (f) Violation of Labor Code sections 226.7, 516, and 1198, and the
20 applicable GIS Order for Defendants' failure to provide Plaintiff and
21 other non-party Aggrieved Employees with heat recovery periods, as set
22 forth below;
- 23 (g) Violation of Labor Code sections 226(a) and 1198, and the applicable
24 IWC Wage Order for failure to provide accurate and complete wage
25 statements to Plaintiff and other non-party Aggrieved Employees, as set
26 forth below;
- 27 (h) Violation of Labor Code sections 1174(d) and 1198, and the applicable
28 IWC Wage Order for failure to maintain payroll records, as set forth

below;

- (i) Violation of Labor Code sections 201 and 202 for failure to pay all earned wages upon termination, as set forth below;
- (j) Violation of Labor Code section 204 for failure to pay all earned wages during employment, as set forth below;
- (k) Violation of Labor Code section 206.5 for requiring Plaintiff and other non-party Aggrieved Employees to execute releases of claims as a condition to receiving their earned wages, as set forth below;
- (l) Violation of Labor Code sections 246 and 248.6 for failure to provide sick leave benefits and failure to properly calculate the sick leave paid to other non-party Aggrieved Employees, as set forth below;
- (m) Violation of Labor Code section 2802 for failure to reimburse Plaintiff and other non-party Aggrieved Employees for all business expenses necessarily incurred, as set forth below;
- (n) Violation of Labor Code section 2810.5 for failure to provide notice of material terms of employment, as set forth below; and
- (o) Violation of Labor Code sections 6401 and 6403 for failure to provide Plaintiff and other non-party Aggrieved Employees with safety devices and safeguards for the workplace, as set forth below.

FAILURE TO PAY OVERTIME

VIOLATION OF LABOR CODE SECTIONS 510 AND 1198

58. Labor Code section 1198 makes it illegal to employ an employee under conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall be the . . . standard conditions of labor for employees. The employment of any employee . . . under conditions of labor prohibited by the order is unlawful.”

59. California Labor Code section 1198 and the applicable IWC Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay

1 either time-and-one-half or two-times that person's regular rate of pay, depending on the
2 number of hours worked by the person on a daily or weekly basis.

3 60. California Labor Code section 510 codifies the right to overtime compensation
4 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
5 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
6 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
7 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
8 in a day on the seventh (7th) day of work.

9 61. During the relevant time period, Defendants willfully failed to pay all overtime
10 wages owed to Plaintiff and other non-party Aggrieved Employees. During the relevant time
11 period, Plaintiff and other non-party Aggrieved Employees were not paid overtime premiums
12 for all of the hours they worked in excess of the applicable maximum hours in a day and/or in
13 excess of the applicable maximum hours in a week, because all hours worked were not
14 recorded.

15 62. First, during the relevant time period, Defendants had, and continue to have, a
16 company-wide policy and/or practice of requiring Plaintiff and other non-party Aggrieved
17 Employees to perform tasks off-the-clock before and after their scheduled shifts. Defendants
18 failed to provide Plaintiff and other non-party Aggrieved Employees with a sufficient number
19 of timeclock machines to use, which caused Plaintiff and other non-party Aggrieved
20 Employees to wait in line off-the-clock and under Defendants' control, time for which they
21 were not paid. For example, because Defendants provided employees with only three (3)
22 functional access points to their timekeeping system, Plaintiff and other non-party Aggrieved
23 Employees would often have to wait up to 10 minutes in a long line to clock in.

24 63. Moreover, Defendants' managers regularly contacted Plaintiff on his personal
25 cellular phone about work-related matters when he was not scheduled to work, but did not
26 compensate him for this time. Thus, Defendants failed to track the time Plaintiff and other
27 non-party Aggrieved Employees spent working before and after their scheduled shifts, and
28 Plaintiff and other non-party Aggrieved Employees received no compensation for this time.

1 64. Second, on information and belief, other non-party Aggrieved Employees were
2 required to don and doff personal protective equipment (“PPE”), such as work boots, gloves,
3 hats, and support belts, on the work premises. However, Defendants did not allow other non-
4 party Aggrieved Employees to report the time spent donning and doffing their PPE at the
5 beginning and end of their shifts or during their meal periods, despite being on Defendants’
6 premises and under Defendants’ control. As a result, other non-party Aggrieved Employees
7 were required to spend time donning and doffing their PPE off-the-clock.

8 65. Third, at some jobsites, on information and belief, other non-party Aggrieved
9 Employees were forced to wait before clocking in for their shifts because there was only one
10 (1) tablet available for all employees to use to clock in. The tablet often malfunctioned or had
11 connectivity issues, which impeded other non-party Aggrieved Employees from accurately
12 recording their hours worked because Defendants had their supervisors input all employee
13 time in Defendants’ timekeeping system, and thus maintained exclusive control and discretion
14 over employee punch-in and punch-out times. Moreover, on information and belief,
15 Defendants’ supervisors entered other non-party Aggrieved Employees’ shift start-times and
16 shift end-times as their scheduled hours, instead of their actual hours worked. Thus,
17 Defendants failed to track and/or record the time other non-party Aggrieved Employees spent
18 working outside of their scheduled shifts, and did not compensate them for this time.

19 66. Fourth, on information and belief, Defendants had, and continue to have, a
20 company-wide policy and/or practice of understaffing while assigning heavy workloads,
21 including pressuring employees to meet certain deadlines. Defendants’ policies and/or
22 practices resulted in a failure to provide Plaintiff and other non-party Aggrieved Employees
23 with adequate meal period coverage, and thus, Plaintiff and other non-party Aggrieved
24 Employees were not always afforded uninterrupted 30-minute meal periods during shifts when
25 they were entitled to receive a meal period. Defendants also had a practice of failing to
26 schedule meal periods which, in conjunction with the assignment of heavy workloads, further
27 caused Plaintiff and other non-party Aggrieved Employees to not be relieved of their duties
28 for compliant meal periods. For example, Defendants’ management interrupted Plaintiff’s

1 meal periods to discuss work-related matters, such as requesting updates on medical treatment
2 performed on the cattle. Thus, Plaintiff and other non-party Aggrieved Employees worked
3 through their meal periods or had them interrupted in order to complete their assigned
4 workloads. Defendants did not pay Plaintiff and other non-party Aggrieved Employees for
5 the time they continued to perform tasks during meal periods.

6 67. Fifth, on information and belief, because Defendants frowned upon employees
7 accruing meal period penalties, Defendants' managers pressured Plaintiff and other non-party
8 Aggrieved Employees to clock out for meal periods, upon threat of discipline, and/or adjusted
9 their time records to reflect compliant meal periods, regardless of whether they had received a
10 compliant meal period or not, in order to strictly limit meal penalties that Defendants would
11 otherwise owe. In addition, Defendants' company-wide timekeeping system prevented
12 Plaintiff and other non-party Aggrieved Employees from recording all hours worked when
13 their meal periods were shortened or interrupted, because the system locked out Plaintiff and
14 other non-party Aggrieved Employees once they clocked out for a meal period, and would not
15 permit them to clock back in from a meal period until 60 minutes had elapsed. Thus,
16 Defendants did not record all hours worked during meal periods and Plaintiff and other non-
17 party Aggrieved Employees performed work during meal periods for which they were not
18 paid.

19 68. Sixth, during the relevant time period, Defendants maintained a written on-
20 premises meal period policy, which mandated that Plaintiff and other non-party Aggrieved
21 Employees remain on Defendants' premises during their unpaid meal periods. Because
22 Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises
23 during meal periods, they were denied the ability to use their meal periods freely for their own
24 purposes, such as running personal errands. Thus, Defendants effectively maintained control
25 over Plaintiff and other non-party Aggrieved Employees during their unpaid meal periods.

26 69. Defendants knew or should have known that as a result of these company-wide
27 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
28 their assigned duties off-the-clock before and after their shifts and during meal periods, and

1 were suffered or permitted to perform work for which they were not paid. Because Plaintiff
2 and other non-party Aggrieved Employees worked shifts of the applicable maximum hours in
3 a day and/or the applicable maximum hours in a week, some of this off-the-clock work
4 qualified for overtime premium pay. Therefore, Plaintiff and other non-party Aggrieved
5 Employees were not paid overtime wages for all of the overtime hours they actually worked.

6 70. Furthermore, Defendants did not pay other non-party Aggrieved Employees the
7 correct overtime rate for the recorded overtime hours that they generated. In addition to an
8 hourly wage, Defendants paid other non-party Aggrieved Employees incentive pay,
9 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
10 California Labor Code, Defendants failed to incorporate all compensation, including incentive
11 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the
12 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during
13 times when other non-party Aggrieved Employees worked overtime and received these other
14 forms of pay, Defendants failed to pay all overtime wages by paying a lower overtime rate
15 than required.

16 71. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
17 the balance of overtime compensation as required by California law, violates the provisions of
18 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
19 Employees are therefore entitled to recover from civil penalties pursuant to Labor Code
20 sections 558 and/or 2699(a), (f), and (g).

21 **FAILURE TO PAY MINIMUM WAGES**

22 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

23 72. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
24 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
25 to be paid to employees, and the payment of a wage less than the minimum so fixed is
26 unlawful. Compensable work time is defined in IWC Wage Order No. 14-2001 as "the time
27 during which an employee is subject to the control of an employer, and includes all the time
28 the employee is suffered or permitted to work, whether or not required to do so." Cal. Code

1 Regs. Tit. 8, § 11140(2)(G) (defining “Hours Worked”).

2 73. As stated, during the relevant time period, Defendants had, and continue to
3 have, a company-wide policy and/or practice of requiring Plaintiff and other non-party
4 Aggrieved Employees to perform various work-related tasks while off-the-clock, including
5 waiting in line to clock-in at an inadequate number of timekeeping machines prior to the start
6 of their schedule shifts, discussing work-related matters on the phone with management,
7 and/or donning and doffing PPE. Moreover, as stated, on information and belief, Defendants
8 impeded other non-party Aggrieved Employees from accurately recording their hours worked
9 because Defendants had their supervisors input all employee time in the timekeeping system,
10 including entering employees’ shift start-times and shift end-times as their scheduled hours,
11 instead of their actual hours worked, and thus maintained exclusive control and discretion
12 over employee punch-in and punch-out times. Thus, Defendants failed to track this time
13 Plaintiff and other non-party Aggrieved Employees spent working off-the-clock outside of
14 their scheduled shifts, and Plaintiff and other non-party Aggrieved Employees received no
15 compensation for this time.

16 74. Also, as stated above, due to Defendants’ policies and/or practices of
17 understaffing while assigning heavy workloads, including pressuring employees to meet
18 certain deadlines, failing to schedule meal periods, and requiring employees to stay on the
19 work premises during meal periods, Plaintiff and other non-party Aggrieved Employees were
20 impeded from taking all uninterrupted meal periods to which they were entitled and were
21 required to work off-the-clock during meal periods, have their meal periods interrupted,
22 and/or were otherwise not relieved of all duties during unpaid meal periods. Further, as stated
23 above, on information and belief, because Defendants frowned upon employees accruing meal
24 period penalties, Defendants’ managers pressured employees to clock out for meal periods, on
25 threat of discipline, and/or adjusted Plaintiff’s and other non-party Aggrieved Employees’
26 time records to reflect compliant meal periods, even when they did not receive a compliant
27 meal period. Moreover, as stated, Defendants’ timekeeping system prevented Plaintiff and
28 other non-party Aggrieved Employees from entering time worked during meal periods

1 because the system locked out Plaintiff and other non-party Aggrieved Employees for a full
2 60 minutes. Thus, Defendants did not record all hours worked during meal periods and
3 Plaintiff and other non-party Aggrieved Employees performed work during meal periods for
4 which they were not paid.

5 75. Defendants did not pay minimum wages for all hours worked by Plaintiff and
6 other non-party Aggrieved Employees. To the extent that these off-the-clock hours did not
7 qualify for overtime premium payment, Defendants did not pay at least minimum wages for
8 those hours worked off-the-clock in violation of California Labor Code sections 1182.12,
9 1194, 1197, and 1198.

10 76. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
11 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
12 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
13 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

14 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
15 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

16 77. At all relevant times herein set forth, California Labor Code section 512(a)
17 provides that an employer may not require, cause, or permit an employee to work for a period
18 of more than five (5) hours per day without providing the employee with a meal period of not
19 less than thirty (30) minutes, except that if the total work period per day of the employee is
20 not more than six (6) hours, the meal period may be waived by mutual consent of both the
21 employer and the employee. Under California law, first meal periods must start after no more
22 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

23 78. At all relevant times herein set forth, California Labor Code sections 226.7,
24 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
25 meal period mandated by an applicable order of the IWC.

26 79. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
27 the applicable IWC Wage Order also require employers to provide a second meal period of
28 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an

1 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
2 hours worked is no more than twelve (12) hours, the second meal period may be waived by
3 mutual consent of the employer and the employee only if the first meal period was not waived.

4 80. Under California law, an employer cannot evade meal period requirements via
5 the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S.*
6 *Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be
7 provided with the opportunity to eat his or her meal while performing the duties required and
8 any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long.
9 *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141
10 (2019).

11 81. First, during the relevant time period, as set forth above, Defendants had, and
12 continue to have, company-wide policies and/or practices of understaffing and assigning
13 heavy workloads, including pressuring employees to meet certain deadlines, which resulted in
14 a lack of meal period coverage and prevented Plaintiff and other non-party Aggrieved
15 Employees from taking all timely, uninterrupted meal periods to which they were entitled.
16 Further, as also stated, Defendants had a company-wide practice and/or policy of failing to
17 schedule meal periods, which further caused Plaintiff and other non-party Aggrieved
18 Employees to not be relieved of their duties for compliant meal periods. As a result, Plaintiff
19 and other non-party Aggrieved Employees had to work through all or part of their meal
20 periods, had their meal periods interrupted, and/or had to wait extended periods of time before
21 taking meal periods. For example, Plaintiff took his meal periods late, after having worked in
22 excess of five (5) hours into his shift, in order to administer vaccinations and medication to
23 cattle. As a further example, Defendants' supervisors frequently interrupted or cut short
24 Plaintiff's meal periods to discuss work-related matters, such as requesting updates on medical
25 treatment performed on the cattle.

26 82. Second, as stated, on information and belief, because Defendants frowned upon
27 employees accruing meal period penalties, Defendants' managers pressured employees to
28 clock out for meal periods, upon threat of discipline, and/or adjusted Plaintiff's and other non-

1 party Aggrieved Employees' time records to reflect compliant meal periods, even when they
2 did not receive a compliant meal period. For example, Plaintiff was required to provide
3 verification that he had received compliant meal periods when clocking out for his shift end-
4 time, when he had not in fact, received those timely meal periods. Additionally, as stated,
5 Defendants' company-wide timekeeping system prevented Plaintiff and other non-party
6 Aggrieved Employees from recording when their meal periods were shortened or interrupted,
7 because the system locked out Plaintiff and other non-party Aggrieved Employees once they
8 clocked out for a meal period, and would not permit them to clock back in from a meal period
9 before 60 minutes had elapsed.

10 83. Third, as stated, during the relevant time period, Defendants maintained and
11 implemented a written on-premises meal period policy, which effectively required Plaintiff
12 and other non-party Aggrieved Employees to remain on the work premises during their meal
13 periods. Because Plaintiff and other non-party Aggrieved Employees were restricted from
14 leaving the premises during meal periods, they were denied the ability to use their meal
15 periods freely for their own purposes, such as running personal errands. Thus, Defendants
16 effectively maintained control over Plaintiff and other non-party Aggrieved Employees during
17 meal periods.

18 84. In addition, Defendants took the position that the nature of work performed by
19 Plaintiff and other non-party Aggrieved Employees called for "on-duty" meal periods and on
20 that basis, did not provide off duty meal periods and did not pay Plaintiff and other non-party
21 Aggrieved Employees all meal period premiums for non-compliant meal periods. However,
22 Defendants' use of an "on-duty" meal period policy is and was unlawful. Under California
23 law, "on-duty" meal periods are a limited alternative to the requirement to provide off-duty
24 meal periods and can only be utilized under certain circumstances. Defendants' "on-duty"
25 meal period policy results from the company's own staffing and business decisions, not
26 because the nature of the work required on-duty meal periods. There were multiple
27 employees employed by Defendants at Plaintiff's ranch location and the ranch was not in a
28 remote, isolated area. Defendants could have provided rover break coverage for Plaintiff and

1 other non-party Aggrieved Employees or staffed more employees at their locations, but chose
2 not to do so. Further, the work of Defendants' employees is not of the kind that could be said
3 to meet the "nature of the work" exception. Plaintiff and other non-party Aggrieved
4 Employees were responsible for maintaining the facilities, feeding and monitoring cattle, and
5 administering vaccinations and medication. None of these tasks is akin to the kind that the
6 California Division of Labor Standards Enforcement ("DLSE") has found warrant an "on-
7 duty" meal period, such as transporting hazardous materials via vehicles that must be
8 monitored at all times pursuant to federal regulation. Therefore, Defendants' use of an "on-
9 duty" meal period agreement is improper and unlawful.

10 85. Fourth, Defendants did not provide Plaintiff and other non-party Aggrieved
11 Employees with second 30-minute meal periods on days that they worked in excess of 10
12 hours in one day. For example, during his employment, Plaintiff often worked shifts in excess
13 of ten (10) hours or more per day, but was never provided with a second 30-minute meal
14 period. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period
15 waivers on days that they were entitled to meal periods and were not relieved of all duties.

16 86. At all times herein mentioned, Defendants knew or should have known that, as
17 a result of these policies, Plaintiff and other non-party Aggrieved Employees were prevented
18 from being relieved of all duties and were required to perform some of their assigned duties
19 during meal periods. Defendants further knew or should have known that Defendants did not
20 pay Plaintiff and other non-party Aggrieved Employees all meal period premiums when meal
21 periods were late, missed, shortened, or interrupted.

22 87. Furthermore, Defendants engaged in a company-wide practice and/or policy of
23 not paying meal period premiums owed when compliant meal periods were not provided.
24 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
25 have not received all premium pay for missed, late, and interrupted meal periods.
26 Alternatively, to the extent that Defendants did pay other non-party Aggrieved Employees for
27 missed, late, and interrupted meal periods, Defendants did not pay other non-party Aggrieved
28 Employees at the correct rate of pay for premiums because Defendants systematically failed to

1 include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or
2 other forms of remuneration, in the regular rate of pay. As a result, Defendants failed to
3 provide Plaintiff and other non-party Aggrieved Employees compliant meal periods in
4 violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay the full
5 meal period premiums due.

6 88. Defendants' conduct violates the applicable IWC Wage Order, and California
7 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved
8 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
9 558 and/or 2699(a), (f), and (g).

10 **FAILURE TO AUTHORIZE AND PERMIT REST PERIODS**

11 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198**

12 89. At all relevant times herein set forth, the applicable IWC Wage Order and
13 California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other
14 non-party Aggrieved Employees' employment by Defendants.

15 90. At all relevant times, the applicable IWC Wage Order provides that "[e]very
16 employer shall authorize and permit all employees to take rest periods, which insofar as
17 practicable shall be in the middle of each work period" and that the "rest period time shall be
18 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
19 hours or major fraction thereof" unless the total daily work time is less than three and one-half
20 (3 ½) hours.

21 91. At all relevant times, California Labor Code section 226.7 provides that no
22 employer shall require an employee to work during any rest period mandated by an applicable
23 order of the California IWC. To comply with its obligation to authorize and permit rest
24 periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an
25 employer must "relinquish any control over how employees spend their break time, and
26 relieve their employees of all duties—including the obligation that an employee remain on
27 call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services,*
28 *Inc.*, 2 Cal. 5th 257, 273 (2016). Pursuant to the applicable IWC Wage Order and California

1 Labor Code section 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled
2 to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each
3 work day that a required rest period was not authorized and permitted.

4 92. During the relevant time period, Defendants regularly failed to authorize and
5 permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest
6 period per each four (4) hour period worked or major fraction thereof. As with meal periods,
7 Defendants' company-wide practices, including understaffing and assigning of heavy
8 workloads, including pressuring employees to meet certain deadlines, resulted in a lack of rest
9 period coverage and prevented Plaintiff and other non-party Aggrieved Employees from being
10 relieved of all duty in order to take compliant rest periods. Defendants also failed to adhere to
11 a schedule for rest periods, which, coupled with Defendants' failure to provide adequate rest
12 period coverage, further led to Plaintiff and other non-party Aggrieved Employees not being
13 authorized and permitted to take rest periods.

14 93. Furthermore, upon information and belief, during the relevant time period,
15 Defendants maintained a company-wide on-premises rest period policy, which effectively
16 required that Plaintiff and other non-party Aggrieved Employees remain on the work premises
17 during their rest periods. Because Plaintiff and other non-party Aggrieved Employees were
18 restricted from leaving the premises during rest periods, they were denied the ability to use
19 their rest periods freely for their own purposes, such as running personal errands. Thus,
20 Defendants effectively maintained control over Plaintiff and other non-party Aggrieved
21 Employees during rest periods.

22 94. As a result of Defendants' practices and policies, Plaintiff and other non-party
23 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in
24 excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they
25 were entitled. For example, throughout his employment, Plaintiff had to regularly forego his
26 rest periods because there was a high volume of cattle that required treatment and there was a
27 lack of coverage. Additionally, Defendants did not authorize and permit Plaintiff to take a
28 third rest period when he worked in excess of 10 hours. The few rest periods Plaintiff was

1 able to take were frequently interrupted and/or cut short because he had to tend to cattle and
2 adhere to the deadlines Defendants imposed.

3 95. Defendants have also engaged in a systematic, company-wide practice and/or
4 policy of not paying rest period premiums owed when rest periods are not authorized and
5 permitted. Because of this practice and/or policy, Plaintiff and other non-party Aggrieved
6 Employees have not received premium pay for all missed rest periods. Alternatively, to the
7 extent that Defendants did pay other non-party Aggrieved Employees one (1) additional hour
8 of premium pay for missed rest periods, Defendants did not pay other non-party Aggrieved
9 Employees at the correct rate of pay for premiums because Defendants failed to include all
10 forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms
11 of remuneration, in the regular rate of pay.

12 96. Defendants' conduct violates the applicable IWC Wage Order and California
13 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
14 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
15 558 and/or 2699(a), (f), and (g).

16 **FAILURE TO PROVIDE HEAT RECOVERY PERIODS**
17 **VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198, AND**
18 **CALIFORNIA CODE OF REGULATIONS TITLE 8, SECTION 3395**

19 97. At all relevant times herein set forth, the applicable GIS Order and California
20 Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other non-party
21 Aggrieved Employees' employment by Defendants.

22 98. At all relevant times, California Labor Code section 226.7(a) defines "recovery
23 period" to mean a cooldown period afforded an employee to prevent heat illness. California
24 Labor Code section 226.7 provides that no employer shall require an employee to work during
25 any recovery period mandated by an applicable order of the California IWC, the Occupational
26 Safety and Health Standards Board, or the Division of Occupational Safety and Health. The
27 applicable GIS Order provides that "[w]hen the outdoor temperature in the work area exceeds
28 80 degrees Fahrenheit, the employer shall have and maintain one or more areas with shade at

1 all times while employees are present that are either open to the air or provided with
2 ventilation or cooling.” Cal. Code Regs. Tit. 8, § 3395(d)(1). Furthermore, “[t]he amount of
3 shade present shall be at least enough to accommodate the number of employees on recovery
4 or rest periods, so that they can sit in a normal posture fully in the shade without having to be
5 in physical contact with each other.” *Id.* “Employees shall be allowed and encouraged to take
6 a preventative cool-down rest in the shade when they feel the need to do so to protect
7 themselves from overheating. Such access to shade shall be permitted at all times.” *Id.*

8 99. During the relevant time period, Defendants violated California Labor Code
9 section 226.7 and California Code of Regulations, Title 8, section 3395(d), because
10 Defendants failed to provide Plaintiff and other non-party Aggrieved Employees with
11 recovery periods. For example, Plaintiff was not provided shaded areas for recovery and was
12 not permitted to take recovery periods in a shaded area while working even though majority of
13 his work was performed outside under the sun and in temperatures that could exceed 90
14 degrees Fahrenheit.

15 100. Defendants also engaged in a company-wide practice and/or policy of not
16 paying recovery period premiums owed when compliant recovery periods were not provided.
17 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
18 have not received premium pay for all missed recovery periods. Alternatively, to the extent
19 that Defendants did pay other non-party Aggrieved Employees for missed recovery periods,
20 Defendants did not pay other non-party Aggrieved Employees at the correct rate of pay,
21 because Defendants systematically failed to include all compensation, such as incentive pay,
22 nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. As a
23 result, Defendants denied Plaintiff and other non-party Aggrieved Employees recovery
24 periods and failed to pay them recovery period premiums due, in violation of California Labor
25 Code section 226.7.

26 101. Defendants’ conduct violates the applicable GIS Order and California Labor
27 Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
28 therefore entitled to civil penalties pursuant to Labor Code sections 558 and/or 2699(a), (f),

1 and (g).

2 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**
3 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

4 102. At all relevant times herein set forth, California Labor Code section 226(a)
5 provides that every employer shall furnish each of his or her employees an accurate and
6 complete itemized wage statement in writing, including, but not limited to, the name and
7 address of the legal entity that is the employer, the inclusive dates of the pay period, total
8 hours worked, and all applicable rates of pay.

9 103. At all relevant times, Defendants have knowingly and intentionally provided
10 Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and inaccurate
11 wage statements. For example, Defendants issued uniform wage statements to Plaintiff and
12 other non-party Aggrieved Employees that fail to correctly list: gross wages earned; total
13 hours worked; net wages earned; and all applicable hourly rates in effect during the pay
14 period, including rates of pay for overtime wages; meal, rest, and recovery period premiums;
15 and/or paid sick leave, and the corresponding number of hours worked at each hourly rate.
16 Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

17 104. Because Defendants did not accurately record the time Plaintiff and other non-
18 party Aggrieved Employees spent working off-the-clock and deducted time from their records
19 for meal periods that were interrupted and/or missed (and therefore time for which they should
20 have been paid), Defendants did not list the correct amount of gross wages and net wages
21 earned by Plaintiff and other non-party Aggrieved Employees in compliance with sections
22 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to accurately list the total
23 number of hours worked by Plaintiff and other non-party Aggrieved Employees in violation of
24 section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay
25 period and corresponding accurate number of work hours worked at each hourly rate in
26 violation of section 226(a)(9).

27 105. Additionally, because Defendants did not calculate other non-party Aggrieved
28 Employees' regular rate of pay correctly for purposes of paying overtime wages; meal, rest,

1 and recovery period premiums; and/or paid sick leave, Defendants did not list the correct
2 amount of gross wages in compliance with section 226(a)(1). For the same reason,
3 Defendants failed to list the correct amount of net wages in violation of section 226(a)(5).
4 Defendants also failed to correctly list all applicable hourly rates in effect during the pay
5 period, namely, correct rates of pay for overtime wages; meal, rest, and recovery period
6 premiums; and/or paid sick leave, in violation of section 226(a)(9).

7 106. The wage statement deficiencies also include, without limitation, failing to list
8 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
9 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
10 for which employees were paid; failing to list the name of the employee and only the last four
11 digits of his or her social security number or an employee identification number other than a
12 social security number; failing to list the name and address of the legal entity that is the
13 employer; and/or failing to state all hours worked as a result of not recording or stating hours
14 worked off-the-clock.

15 107. California Labor Code section 1174(d) provides that “[e]very person employing
16 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
17 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
18 plants or establishments at which employees are employed, payroll records showing the hours
19 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
20 applicable piece rate paid to, employees employed at the respective plants or
21 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
22 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
23 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
24 as a result of failing to record the off-the-clock hours that they worked.

25 108. California Labor Code section 1198 provides that the maximum hours of work
26 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
27 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
28 employment of any employees for longer hours than those fixed by the order or under

1 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
2 Wage Order, employers are required to keep accurate time records showing when the
3 employee begins and ends each work period. During the relevant time period, Defendants
4 engaged in company-wide practices and/or policies of failing to record actual hours worked
5 (including falsifying time records by recording that compliant meal periods were taken
6 regardless of if or when meal periods were actually taken), and thereby failed to keep accurate
7 records of work period and meal period start and end times for Plaintiff and other non-party
8 Aggrieved Employees, in violation of section 1198. Furthermore, in light of Defendants’
9 failure to provide Plaintiff and other non-party Aggrieved Employees with second 30-minute
10 meal periods to which they were entitled, Defendants kept no records of meal start and end
11 times for second meal periods.

12 109. Defendants’ conduct violates California Labor Code sections 226(a), 1174(d),
13 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
14 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699 (a), (f), and (g).

15 **FAILURE TO PAY WAGES UPON TERMINATION**

16 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

17 110. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
18 that if an employer discharges an employee, the wages earned and unpaid at the time of
19 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
20 her employment, his or her wages shall become due and payable not later than seventy-two
21 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
22 his or her intention to quit, in which case the employee is entitled to his or her wages at the
23 time of quitting.

24 111. On information and belief, Defendants have a company-wide practice or policy
25 of paying departing employees their final wages late, instead of adhering to the time
26 requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff resigned
27 from his employment on or around April 6, 2023; however, he was told to pick up his final
28 paycheck on April 19, 2023. Plaintiff was unable to retrieve this paycheck due to the lack of

1 access to enter the facility, and he has not received his final pay to date. Thus, Defendants
2 failed to pay Plaintiff his final wages within the requisite time limit, in violation of California
3 Labor Code section 202.

4 112. In addition, Defendants willfully failed to pay Plaintiff and other non-party
5 Aggrieved Employees who are no longer employed by Defendants the earned and unpaid
6 wages set forth above, including but not limited to, overtime wages; minimum wages; meal,
7 rest, and recovery period premiums, and/or sick leave pay, either at the time of discharge, or
8 within seventy-two (72) hours of their leaving Defendants' employ.

9 113. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
10 who are no longer employed by Defendants their wages earned and unpaid at the time of
11 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
12 Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved Employees are
13 therefore entitled to recover civil penalties pursuant to Labor Code sections 256 and/or
14 2699(a), (f), and (g).

15 **FAILURE TO PAY WAGES DURING EMPLOYMENT**
16 **VIOLATION OF LABOR CODE SECTION 204**

17 114. At all times relevant herein set forth, Labor Code section 204 provides that all
18 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
19 days, inclusive, of any calendar month, other than those wages due upon termination of an
20 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
21 the month during which the labor was performed. Labor Code section 204 further provides
22 that all wages earned by any person in any employment between the sixteenth (16th) and the
23 last day, inclusive, of any calendar month, other than those wages due upon termination of an
24 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
25 month.

26 115. At all times relevant herein, Labor Code section 204 provides that all wages
27 earned for labor in excess of the normal work period shall be paid no later than the payday for
28 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section

204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

116. During the relevant time period, Defendants willfully failed to pay Plaintiff and other non-party Aggrieved Employees all wages due including, but not limited to, overtime wages; minimum wages; meal, rest, and recovery period premiums; and/or sick leave pay, within the time periods specified by California Labor Code section 204.

117. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees all wages due violates Labor Code section 204. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

**REQUIRING RELEASE OF CLAIMS FOR WAGES DUE
VIOLATION OF LABOR CODE SECTION 206.5**

118. At all relevant times herein set forth, California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee."

119. During the relevant time period, on information and belief, Defendants required Plaintiff and other non-party Aggrieved Employees to release their claims for meal, rest, and/or recovery period violations, as well as their claims for uncompensated hours worked, as a condition of receiving their paychecks. For example, on information and belief, Defendants required Plaintiff and other non-party Aggrieved Employees to attest that they received compliant meal, rest, and/or recovery periods and verified their timesheets were accurate and correct when they clocked out for the day on Defendants' timekeeping system. Defendants compelled Plaintiff and other non-party Aggrieved Employees to sign these false verifications when they, in fact, had not received all earned and unpaid wages, including overtime wages, minimum wages, and/or meal, rest, and/or recovery period premiums.

120. Defendants' policy and practice of requiring Plaintiff and other non-party Aggrieved Employees to release their claims for unpaid wages as a condition to receiving their paychecks is in violation of California Labor Code section 206.5. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

**FAILURE TO PROVIDE PAID SICK LEAVE BENEFITS AND FAILURE TO
PROPERLY CALCULATE SICK LEAVE RATES OF PAY
VIOLATION OF LABOR CODE SECTIONS 246 AND 248.6**

121. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Effective January 1, 2024, California Labor Code section 246(b)(4) requires employers to provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

122. At all relevant times herein, California Labor Code section 248.6 provides covered employees with COVID-19 supplemental paid sick leave. Effective through December 31, 2022, California Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following: 1) "[c]alculated in the same manner as the regular rate of pay for the workweek in which the

1 employee uses paid sick time, whether or not the employee actually works overtime in that
2 workweek[;]” or 2) “[c]alculated by dividing the employee’s total wages, not including
3 overtime premium pay, by the employee’s total nonovertime hours worked in the full pay
4 periods occurring within the prior 90 days of employment; provided that, for nonexempt
5 employees paid by piece rate, commission or other method that uses all hours to determine the
6 regular rate of pay, total wages, not including overtime premium pay, shall be divided by all
7 hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this
8 subdivision.”

9 123. During the relevant time period, on information and belief, Defendants
10 systematically failed to provide other non-party Aggrieved Employees paid sick leave of no
11 less than 24 hours or three (3) days. Other non-party Aggrieved Employees worked in excess
12 of 30 days for Defendants in California and were therefore eligible to receive paid sick leave.
13 However, Defendants failed to provide other non-party Aggrieved Employees with all sick
14 leave benefits they were entitled to, in violation of section 246(b)(4).

15 124. Moreover, Defendants did not pay non-party Aggrieved Employees the correct
16 sick leave rates of pay. In addition to an hourly wage, Defendants paid other non-party
17 Aggrieved Employees incentive pay, nondiscretionary bonuses, and/or other forms of
18 remuneration. However, in violation of the California Labor Code, Defendants failed to
19 incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into
20 the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate.
21 Therefore, during times when other non-party Aggrieved Employees took sick leave and
22 received these other forms of pay, Defendants failed to pay all sick leave benefits by paying a
23 lower sick leave rate than required. Specifically, Defendants paid other non-party Aggrieved
24 Employees based on their hourly rate of pay instead of their regular rate of pay. Defendants’
25 failure to properly calculate the sick leave rates of pay based on all remuneration paid has
26 resulted in an underpayment of sick leave benefits to other non-party Aggrieved Employees
27 on a company-wide basis in violation of Labor Code sections 246(l) and 248.6(b)(3)(A).

28 125. Other non-party Aggrieved Employees are therefore entitled to recover civil

1 penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (g).

2 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

3 **VIOLATION OF LABOR CODE SECTION 2802**

4 126. At all times herein set forth, California Labor Code section 2802 provides that
5 an employer must reimburse employees for all necessary expenditures and losses incurred by
6 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
7 to prevent employers from passing off their cost of doing business and operating expenses on
8 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
9 (2014). The applicable wage order, IWC Wage Order No. 14-2001, provides that: "[w]hen
10 tools or equipment are required by the employer or are necessary to the performance of a job,
11 such tools and equipment shall be provided and maintained by the employer, except that an
12 employee whose wages are at least two (2) times the minimum wage provided herein . . . may
13 be required to provide and maintain hand tools and equipment customarily required by the
14 trade or craft."

15 127. First, during the relevant time period, Defendants, on a company-wide basis,
16 required Plaintiff and other non-party Aggrieved Employees to use their personal mobile
17 devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job
18 duties but failed to reimburse them for the costs of their work-related mobile device and/or
19 mobile data expenses. For example, Plaintiff was required to use his personal cellular phone
20 to respond to calls from Defendants to discuss work-related matters such as cattle medication
21 and vaccinations. Although Defendants required Plaintiff and other non-party Aggrieved
22 Employees to use their personal mobile devices and/or mobile data to carry out their work-
23 related duties, Defendants failed to reimburse them for their costs incurred.

24 128. Second, Defendants, on a company-wide basis, failed to provide Plaintiff and
25 other non-party Aggrieved Employees with protective rainwear, i.e., rain jackets, boots, hats,
26 and/or goggles to keep them dry in the workplace. During inclement weather, Plaintiff and
27 other non-party Aggrieved Employees continued to work outside with no protective wear for
28 their shifts. Plaintiff was eventually forced to purchase his own waterproof jacket, pants, and

boots for \$100.00 in order to shield himself from the rain while he worked, but was not reimbursed for these necessary work-related expenses.

129. Defendants could have provided Plaintiff and other non-party Aggrieved Employees with the actual equipment for use on the job, such as company mobile devices and protective rainwear, or Defendants could have reimbursed employees for the costs of their mobile device usage and protective rainwear expenses. Instead, Defendants passed these operating costs off onto Plaintiff and other non-party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two (2) times the minimum wage.

130. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and other non-party Aggrieved Employees violates California Labor Code section 2802. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

**FAILURE TO PROVIDE WRITTEN NOTICE OF MATERIAL TERMS OF
EMPLOYMENT**

VIOLATION OF LABOR CODE SECTION 2810.5(a)(1)(A)-(C)

131. At all relevant times herein, California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees containing basic and material payroll information, including, among other things, the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Labor Code § 2810.5(a)(1)(A)-(C).

132. At all relevant times, on information and belief, Defendants failed, on a

1 company-wide basis, to provide written notice to non-party Aggrieved Employees that lists
2 the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

3 133. Defendants' failure to provide non-party Aggrieved Employees with written
4 notice of basic information regarding their employment with Defendants is in violation of
5 California Labor Code section 2810.5. Other non-party Aggrieved Employees are therefore
6 entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

7 **FAILURE TO PROVIDE SAFETY DEVICES AND SAFEGUARDS**

8 **VIOLATION OF LABOR CODE SECTIONS 6401 AND 6403**

9 134. At all relevant times herein, California Labor Code section 6401 provides that
10 employers must furnish and use safety devices and safeguards, and adopt and use practices,
11 means, methods, operations, and processes which are reasonably adequate to render the
12 employment and place of employment safe and healthy. Labor Code section 6401 further
13 provides that an employer must do everything reasonably necessary to protect the life, safety,
14 and health of its employees. Labor Code section 6403(a) requires that employers provide and
15 use safety devices and safeguards reasonably adequate to render the employment and place of
16 employment safe.

17 135. Defendants, on a company-wide basis, failed to provide Plaintiff and other non-
18 party Aggrieved Employees with safety devices and safeguards such protective rainwear, i.e.,
19 rain jackets, boots, gloves, hats, and/or goggles to keep them safe and dry in the workplace.
20 During inclement weather, Plaintiff and other non-party Aggrieved Employees continued to
21 work outside with no protective wear for their shifts. For example, as stated, Plaintiff was
22 eventually forced to purchase his own waterproof jacket, pants, gloves, and boots in order to
23 shield himself from the rain while he worked.

24 136. Defendants' failure to provide Plaintiff and other non-party Aggrieved
25 Employees with safety devices and safeguards for the workplace violates California Labor
26 Code sections 6401 and 6403. Plaintiff and other non-party Aggrieved Employees are
27 therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
28 (g).

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1 1182.12, 1194, 1197, 1198, 2802, 2810.5, 6401, and 6403;

2 4. For attorneys' fees and for costs pursuant to California Labor Code section
3 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
4 Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 246, 248.6, 510, 512(a), 516,
5 1174(d), 1182.12, 1194, 1197, 1198, 2802; 2810.5, 6401, and 6403;

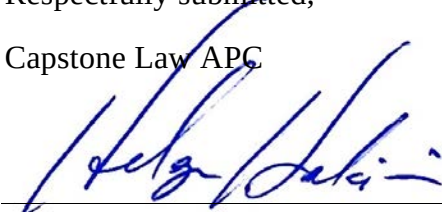
6 5. For pre-judgment interest and post-judgment interest as provided by law; and

7 6. For such other and further relief as the Court may deem equitable and
8 appropriate.

9
10 Dated: March 4, 2024

Respectfully submitted,

Capstone Law APC

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13 By: 

Orlando Villalba

Helga Hakimi

Joseph D. Parsons

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16 Attorneys for Plaintiff Santiago Espinosa Cano
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EXHIBIT “1”



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ANTHONY CASTILLO
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November 16, 2023

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *Santiago Espinosa Cano v. Grimmius Cattle Company, Inc., et al.*

Dear PAGA Administrator:

This office represents Santiago Espinosa Cano in connection with his claims under the California Labor Code. Mr. Espinosa Cano was an employee of GRIMMIUS CATTLE COMPANY, INC.; GRIMMIUS TRANSPORTATION, INC.; and/or GRIMMIUS FEEDING, LLC. For the purpose of this letter, Mr. Espinosa Cano collectively refers to these entities as "GRIMMIUS."

The employers may be contacted directly at the addresses below:

GRIMMIUS CATTLE COMPANY, INC.
5715 KANSAS AVE
HANFORD, CA 93230

GRIMMIUS TRANSPORTATION, INC.
5715 KANSAS AVENUE
HANFORD, CA 93230

GRIMMIUS FEEDING, LLC
5715 KANSAS AVE
HANFORD, CA 93230

Mr. Espinosa Cano intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Espinosa Cano seeks relief on behalf of himself, the State of California, and other persons who are or were employed by GRIMMIUS as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

GRIMMIUS employed Mr. Espinosa Cano as an hourly paid, non-exempt Curator from approximately December 2022 to April 2023. Mr. Espinosa Cano worked for GRIMMIUS at its location in Hanford, California. During his employment, Mr. Espinosa Cano typically worked nine (9) or more hours per day and six (6) days per week. At the time Mr. Espinosa Cano's employment with GRIMMIUS ended, he was compensated approximately \$16.16 per hour. Mr. Espinosa Cano's

primary job duties included, without limitation, reporting and providing medical treatment to cattle, such as administering vaccinations and medication.

GRIMMIUS committed one or more of the following Labor Code violations against Mr. Espinosa Cano, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c):¹

GRIMMIUS’s Company-Wide and Uniform Payroll and HR Practices

GRIMMIUS CATTLE COMPANY, INC. and GRIMMIUS TRANSPORTATION, INC. are California corporations, and GRIMMIUS FEEDING, LLC is a California limited liability company. Together, they operate a calf ranch that specializes in custom raising heifers and purchasing bulls from area dairies. Upon information and belief, GRIMMIUS maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Hanford, California, for all non-exempt, hourly paid employees working for GRIMMIUS in California, including Mr. Espinosa Cano and other aggrieved employees. At all relevant times, GRIMMIUS issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Espinosa Cano and other aggrieved employees, regardless of their location or position.

Upon information and belief, GRIMMIUS maintains a centralized Payroll department at its corporate headquarters in Hanford, California, which processes payroll for all non-exempt, hourly paid employees working for GRIMMIUS in California, including Mr. Espinosa Cano and other aggrieved employees. Further, GRIMMIUS issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Espinosa Cano and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, GRIMMIUS utilized the same methods and formulas when calculating wages due to Mr. Espinosa Cano and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration

¹ These facts, theories, and claims are based on Mr. Espinosa Cano’s experience and counsel’s review of those records currently available relating to Mr. Espinosa Cano’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Espinosa Cano reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

GRIMMIUS willfully failed to pay all overtime wages owed to Mr. Espinosa Cano and other aggrieved employees. During the relevant time period, Mr. Espinosa Cano and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of the applicable maximum hours in a day and/or in excess of the applicable maximum hours in a week, because all hours worked were not recorded.

First, during the relevant time period, GRIMMIUS had, and continues to have, a company-wide policy and/or practice of requiring Mr. Espinosa Cano and other aggrieved employees to perform tasks off-the-clock before and after their scheduled shifts. GRIMMIUS failed to provide Mr. Espinosa Cano and other aggrieved employees with a sufficient number of timeclock machines to use, which caused Mr. Espinosa Cano and other aggrieved employees to wait in line off-the-clock and under GRIMMIUS's control, time for which they were not paid. For example, because GRIMMIUS provided employees with only three (3) functional access points to its timekeeping system, Mr. Espinosa Cano and other aggrieved employees would often have to wait up to 10 minutes in a long line to clock in.

Moreover, GRIMMIUS's managers regularly contacted Mr. Espinosa Cano on his personal cellular phone about work-related matters when he was not scheduled to work, but did not compensate him for this time. Thus, GRIMMIUS failed to track the time Mr. Espinosa Cano and other aggrieved employees spent working before and after their scheduled shifts, and Mr. Espinosa Cano and other aggrieved employees received no compensation for this time.

Second, on information and belief, other aggrieved employees were required to don and doff personal protective equipment ("PPE"), such as work boots, gloves, hats, and support belts, on the work premises. However, GRIMMIUS did not allow other aggrieved employees to report the time spent donning and doffing their PPE at the beginning and end of their shifts or during their meal periods, despite being on GRIMMIUS's premises and under GRIMMIUS's control. As a result, other aggrieved employees were required to spend time donning and doffing their PPE off-the-clock.

Third, at some jobsites, on information and belief, other aggrieved employees were forced to wait before clocking in for their shifts because there was only one (1) tablet available for all employees to use to clock in. The tablet often malfunctioned or had connectivity issues, which impeded other aggrieved employees from accurately recording their hours worked because GRIMMIUS had its supervisors input all employee time in GRIMMIUS's timekeeping system, and thus maintained exclusive control and discretion over employee punch-in and punch-out times. Moreover, on information and belief, GRIMMIUS's supervisors entered other aggrieved employees' shift start-times and shift end-times as their scheduled hours, instead of their actual hours worked. Thus, GRIMMIUS failed to track and/or record the time other aggrieved employees spent working outside of their scheduled shifts, and did not compensate them for this time.

Fourth, on information and belief, GRIMMIUS had, and continues to have, a company-wide policy and/or practice of understaffing while assigning heavy workloads, including pressuring employees to meet certain deadlines. GRIMMIUS's policies and/or practices resulted in a failure to provide Mr. Espinosa Cano and other aggrieved employees with adequate meal period coverage, and thus, Mr. Espinosa Cano and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. GRIMMIUS also had a

practice of failing to schedule meal periods which, in conjunction with the assignment of heavy workloads, further caused Mr. Espinosa Cano and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, GRIMMIUS's management interrupted Mr. Espinosa Cano's meal periods to discuss work-related matters, such as requesting updates on medical treatment performed on the cattle. Thus, Mr. Espinosa Cano and other aggrieved employees worked through their meal periods or had them interrupted in order to complete their assigned workloads. GRIMMIUS did not pay Mr. Espinosa Cano and other aggrieved employees for the time they continued to perform tasks during meal periods.

Fifth, on information and belief, because GRIMMIUS frowned upon employees accruing meal period penalties, GRIMMIUS's managers pressured Mr. Espinosa Cano and other aggrieved employees to clock out for meal periods, upon threat of discipline, and/or adjusted their time records to reflect compliant meal periods, regardless of whether they had received a compliant meal period or not, in order to strictly limit meal penalties that GRIMMIUS would otherwise owe. In addition, GRIMMIUS's company-wide timekeeping system prevented Mr. Espinosa Cano and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Espinosa Cano and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period until 60 minutes had elapsed. Thus, GRIMMIUS did not record all hours worked during meal periods and Mr. Espinosa Cano and other aggrieved employees performed work during meal periods for which they were not paid.

Sixth, during the relevant time period, GRIMMIUS maintained and implemented a written on-premises meal period policy, which mandated Mr. Espinosa Cano and other aggrieved employees remain on the work premises during their meal periods. Because Mr. Espinosa Cano and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, GRIMMIUS effectively maintained control over Mr. Espinosa Cano and other aggrieved employees during meal periods.

GRIMMIUS knew or should have known that as a result of these company-wide practices and/or policies, Mr. Espinosa Cano and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Espinosa Cano and other aggrieved employees worked shifts of the applicable maximum hours in a day and/or the applicable maximum hours in a week, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Espinosa Cano and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, GRIMMIUS did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, GRIMMIUS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, GRIMMIUS failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, GRIMMIUS failed to pay all overtime wages by paying a lower overtime rate than required.

GRIMMIUS's failure to pay Mr. Espinosa Cano and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Espinosa Cano and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 14-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11140(2)(G) (defining "Hours Worked").

As stated, during the relevant time period, GRIMMIUS had, and continues to have, a company-wide policy and/or practice of requiring Mr. Espinosa Cano and other aggrieved employees to perform various work-related tasks while off-the-clock, including waiting in line to clock-in at an inadequate number of timekeeping machines prior to the start of their scheduled shifts, discussing work-related matters on the phone with management, and/or donning and doffing PPE. Moreover, as stated, on information and belief, GRIMMIUS impeded other aggrieved employees from accurately recording their hours worked because GRIMMIUS had its supervisors input all employee time in the timekeeping system, including entering employees' shift start-times and shift end-times as their scheduled hours, instead of their actual hours worked, and thus maintained exclusive control and discretion over employee punch-in and punch-out times. Thus, GRIMMIUS failed to track this time Mr. Espinosa Cano and other aggrieved employees spent working off-the-clock or outside of their scheduled shifts, and Mr. Espinosa Cano and other aggrieved employees received no compensation for this time.

Also, as stated above, due to GRIMMIUS's policies and/or practices of understaffing while assigning heavy workloads, including pressuring employees to meet certain deadlines, failing to schedule meal periods, requiring employees to stay on the work premises during meal periods, and donning and doffing PPE when leaving/returning from a meal period, Mr. Espinosa Cano and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Further, as stated above, on information and belief, because GRIMMIUS frowned upon employees accruing meal period penalties, GRIMMIUS's managers pressured employees to clock out for meal periods, on threat of discipline, and/or adjusted Mr. Espinosa Cano's and other aggrieved employees' time records to reflect compliant meal periods, even when they did not receive a compliant meal period. Moreover, as stated, GRIMMIUS's timekeeping system prevented Mr. Espinosa Cano and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Espinosa Cano and other aggrieved employees for a full 60 minutes. Thus, GRIMMIUS did not record all hours worked during meal periods and Mr. Espinosa Cano and other aggrieved employees performed work during meal periods for which they were not paid.

Thus, GRIMMIUS did not pay minimum wages for all hours worked by Mr. Espinosa Cano and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime

premium payment, GRIMMIUS did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, GRIMMIUS regularly failed to pay at least minimum wages to Mr. Espinosa Cano and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Espinosa Cano and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

Under California law, an employer cannot evade meal period requirements via the use of "on-duty" meal agreements because it understaffs its locations. *Abdullah v. U.S. Sec. Assocs.*, 731 F.3d 952, 963 (9th Cir. Cal. 2013). In addition, an employee must be provided with the opportunity to eat his or her meal while performing the duties required and any on-duty meal period must, like any off-duty meal period, be at least 30 minutes long. *L'Chaim House, Inc., et al. v. Division of Labor Standards Enforcement*, 38 Cal. App. 5th 141 (2019).

First, during the relevant time period, as set forth above, GRIMMIUS had, and continues to have, company-wide policies and/or practices of understaffing and assigning heavy workloads, including pressuring employees to meet certain deadlines, which resulted in a lack of meal period coverage and prevented Mr. Espinosa Cano and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as also stated, GRIMMIUS had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Espinosa Cano and other aggrieved employees to not be relieved of their duties for compliant meal periods. As also stated, other aggrieved employees worked off-the-clock during meal periods by having to spend time donning and doffing their PPE when leaving for a meal period and returning from a meal period.

As a result, Mr. Espinosa Cano and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, Mr. Espinosa Cano took his meal periods late, after having worked in excess of five (5) hours into his shift, in order to administer vaccinations and medication

to cattle. As a further example, GRIMMIUS's supervisors frequently interrupted or cut short Mr. Espinosa Cano's meal periods to discuss work-related matters, such as requesting updates on medical treatment performed on the cattle.

Second, as stated, on information and belief, because GRIMMIUS frowned upon employees accruing meal period penalties, GRIMMIUS's managers pressured employees to clock out for meal periods, upon threat of discipline, and/or adjusted Mr. Espinosa Cano's and other aggrieved employees' time records to reflect compliant meal periods, even when they did not receive a compliant meal period. For example, Mr. Espinosa Cano was required to provide verification that he had received compliant meal periods when clocking out for his shift end-time, when he had not in fact, received those timely meal periods. Additionally, as stated, GRIMMIUS's company-wide timekeeping system prevented Mr. Espinosa Cano and other aggrieved employees from recording when their meal periods were shortened or interrupted, because the system locked out Mr. Espinosa Cano and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 60 minutes had elapsed.

Third, as stated, during the relevant time period, GRIMMIUS maintained and implemented a written on-premises meal period policy, which effectively required Mr. Espinosa Cano and other aggrieved employees to remain on the work premises during their meal periods. Because Mr. Espinosa Cano and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes, such as running personal errands. Thus, GRIMMIUS effectively maintained control over Mr. Espinosa Cano and other aggrieved employees during meal periods.

In addition, GRIMMIUS took the position that the nature of work performed by Mr. Espinosa Cano and other aggrieved employees called for "on-duty" meal periods and on that basis, did not provide off duty meal periods and did not pay Mr. Espinosa Cano and other aggrieved employees all meal period premiums for non-compliant meal periods. However, GRIMMIUS's use of an "on-duty" meal period policy is and was unlawful. Under California law, "on-duty" meal periods are a limited alternative to the requirement to provide off-duty meal periods and can only be utilized under certain circumstances. GRIMMIUS's "on-duty" meal period policy results from the company's own staffing and business decisions, not because the nature of the work required on-duty meal periods. There were multiple employees employed by GRIMMIUS at Mr. Espinosa Cano's ranch location and the ranch was not in a remote, isolated area. GRIMMIUS could have provided rover break coverage for Mr. Espinosa Cano and other aggrieved employees or staffed more employees at its locations, but chose not to do so. Further, the work of GRIMMIUS's employees is not of the kind that could be said to meet the "nature of the work" exception. Mr. Espinosa Cano and other aggrieved employees were responsible for maintaining the facilities, feeding and monitoring cattle, and administering vaccinations and medication. None of these tasks is akin to the kind that the California Division of Labor Standards Enforcement ("DLSE") has found warrant an "on-duty" meal period, such as transporting hazardous materials via vehicles that must be monitored at all times pursuant to federal regulation. Therefore, GRIMMIUS's use of an "on-duty" meal period agreement is improper and unlawful.

Fourth, GRIMMIUS did not provide Mr. Espinosa Cano and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of 10 hours in one day. For example, during his employment, Mr. Espinosa Cano often worked shifts in excess of ten (10) hours or more per day, but was never provided with a second 30-minute meal period. Mr. Espinosa Cano and other

aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, GRIMMIUS knew or should have known that, as a result of these policies, Mr. Espinosa Cano and other aggrieved employees were prevented from being relieved of all duties and were required to perform some of their assigned duties during meal periods. GRIMMIUS further knew or should have known that it did not pay Mr. Espinosa Cano and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed.

Furthermore, GRIMMIUS engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Espinosa Cano and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that GRIMMIUS did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, GRIMMIUS did not pay other aggrieved employees at the correct rate of pay for premiums because GRIMMIUS systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, GRIMMIUS failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Espinosa Cano and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "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" unless the total daily work time is less than three and one-half (3 ½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, GRIMMIUS regularly failed to authorize and permit Mr. Espinosa Cano and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, GRIMMIUS's company-wide practices, including understaffing and assigning of heavy workloads, including pressuring employees to meet certain deadlines, resulted in a lack of rest period coverage and prevented Mr. Espinosa Cano

and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. GRIMMIUS also failed to adhere to a schedule for rest periods, which, coupled with GRIMMIUS's failure to provide adequate rest period coverage, further led to Mr. Espinosa Cano and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, GRIMMIUS maintained a company-wide on-premises rest period policy, which effectively required that Mr. Espinosa Cano and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Espinosa Cano and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, GRIMMIUS effectively maintained control over Mr. Espinosa Cano and other aggrieved employees during rest periods.

As a result of GRIMMIUS's practices and policies, Mr. Espinosa Cano and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, throughout his employment, Mr. Espinosa Cano had to regularly forego his rest periods because there was a high volume of cattle that required treatment and there was a lack of coverage. Additionally, GRIMMIUS did not authorize and permit Mr. Espinosa Cano to take a third rest period when he worked in excess of 10 hours. The few rest periods Mr. Espinosa Cano was able to take were frequently interrupted and/or cut short because he had to tend to cattle and adhere to the deadlines GRIMMIUS imposed.

GRIMMIUS has also engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Espinosa Cano and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that GRIMMIUS did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, GRIMMIUS did not pay other aggrieved employees at the correct rate of pay for premiums because GRIMMIUS failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, GRIMMIUS failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Espinosa Cano and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 & California Code of Regulations Title 8, Section 3395 – Failure to Provide Heat Recovery Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide recovery periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest or recovery period is not provided. California Labor Code section 226.7(a) defines "recovery period" to mean a cooldown period afforded an employee to prevent heat illness. California Labor Code section 226.7 provides that no employer shall require an employee to work during any recovery period mandated by an applicable order of the California IWC, the Occupational Safety and Health Standards Board, or the Division of Occupational Safety and Health. The applicable General Industry Safety Order provides that "[w]hen the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the employer shall

have and maintain one or more areas with shade at all times while employees are present that are either open to the air or provided with ventilation or cooling.” Cal. Code Regs. tit. 8, § 3395(d)(1). Furthermore, “[t]he amount of shade present shall be at least enough to accommodate the number of employees on recovery or rest periods, so that they can sit in a normal posture fully in the shade without having to be in physical contact with each other.” *Id.* “Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times.” *Id.*

During the relevant time period, GRIMMIUS violated California Labor Code section 226.7 and California Code of Regulations, Title 8, section 3395(d), because GRIMMIUS failed to provide Mr. Espinosa Cano and other aggrieved employees with recovery periods. For example, Mr. Espinosa Cano was not provided shaded areas for recovery and was not permitted to take recovery periods in a shaded area while working even though majority of his work was performed outside under the sun and in temperatures that could exceed 90 degrees Fahrenheit.

GRIMMIUS also has engaged in a company-wide practice and/or policy of not paying all recovery period premiums owed when compliant recovery periods are not provided. Because of this practice and/or policy, Mr. Espinosa Cano and other aggrieved employees have not received premium pay for missed recovery periods. Alternatively, to the extent that GRIMMIUS did pay other aggrieved employees for missed recovery periods, GRIMMIUS did not pay other aggrieved employees at the correct rate of pay, because GRIMMIUS systematically failed to include all compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, GRIMMIUS failed to authorize and permit all recovery periods in violation of California Labor Code sections 226.7, 516, and 1198, and California Code of Regulations, Title 8, section 3395. Mr. Espinosa Cano and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep, and provide true, accurate, and complete employment records. GRIMMIUS has not provided Mr. Espinosa Cano and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, GRIMMIUS has knowingly and intentionally provided Mr. Espinosa Cano and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, GRIMMIUS issued uniform wage statements to Mr. Espinosa Cano and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net

wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages; meal, rest, and recovery period premiums; and/or paid sick leave and the corresponding number of hours worked at each hourly rate. Specifically, GRIMMIUS violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because GRIMMIUS did not record the time Mr. Espinosa Cano and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), GRIMMIUS did not list the correct amount of gross wages and net wages earned by Mr. Espinosa Cano and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, GRIMMIUS failed to accurately list the total number of hours worked by Mr. Espinosa Cano and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Additionally, because GRIMMIUS did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages; meal, rest, and recovery period premiums; and/or paid sick leave, GRIMMIUS did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, GRIMMIUS failed to list the correct amount of net wages in violation of section 226(a)(5). GRIMMIUS also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages; meal, rest, and recovery period premiums; and/or paid sick leave, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” At all relevant times, and in violation of Labor Code section 1174(d), GRIMMIUS willfully failed to maintain accurate payroll records for Mr. Espinosa Cano and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding other aggrieved employees' total hours worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, GRIMMIUS engaged in company-wide practices and/or policies of

failing to record actual hours worked (including falsifying time records by recording that compliant meal periods were taken regardless of if or when meal periods were actually taken), and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Espinosa Cano and other aggrieved employees, in violation of section 1198. Also, in light of GRIMMIUS's failure to provide Mr. Espinosa Cano and other aggrieved employees with second 30-minute meal periods to which they were entitled, GRIMMIUS kept no records of meal start and end times for second meal periods.

Because GRIMMIUS failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Espinosa Cano and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Espinosa Cano and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Espinosa Cano and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, GRIMMIUS willfully failed to pay Mr. Espinosa Cano and other aggrieved employees all wages due including, but not limited to, overtime wages; minimum wages; meal, rest, and recovery period premiums; and/or sick leave pay, within the time periods specified by California Labor Code section 204.

Mr. Espinosa Cano and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72)

hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

On information and belief, GRIMMIUS has a company-wide practice or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Espinosa Cano resigned from his employment on or around April 6, 2023; however, he was told to pick up his final paycheck on April 19, 2023. Mr. Espinosa Cano was unable to retrieve this paycheck due to the lack of access to enter the facility, and he has not received his final pay to date. Thus, GRIMMIUS failed to pay Mr. Espinosa Cano his final wages within the requisite time limit, in violation of California Labor Code section 202.

In addition, GRIMMIUS willfully failed to pay Mr. Espinosa Cano and other aggrieved employees who are no longer employed by GRIMMIUS the earned and unpaid wages set forth above, including but not limited to, overtime wages; minimum wages; meal, rest, and recovery period premiums; and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving GRIMMIUS's employ.

Mr. Espinosa Cano and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee."

During the relevant time period, GRIMMIUS required Mr. Espinosa Cano and other aggrieved employees to release their claims for meal, rest, and/or recovery period violations, as well as their claims for uncompensated hours worked, as a condition of receiving their paychecks. For example, on information and belief, GRIMMIUS required Mr. Espinosa Cano and other aggrieved employees to attest that they received compliant meal, rest, and/or recovery periods and verified their timesheets were accurate and correct when they clocked out for the day on GRIMMIUS's timekeeping system. GRIMMIUS compelled Mr. Espinosa Cano and other aggrieved employees to sign these false verifications when they, in fact, had not received all earned and unpaid wages, including overtime wages, minimum wages, and/or meal, rest, and/or recovery period premiums.

GRIMMIUS's policy and practice of requiring Mr. Espinosa Cano and other aggrieved employees to release their claims for unpaid wages as a condition to receiving their paychecks, is in violation of California Labor Code section 206.5. Mr. Espinosa Cano and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 246 and 248.6 – Unpaid Sick Leave and Failure to Properly Calculate Paid Sick Leave

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement

of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Pursuant to California Labor Code section 246(b)(4), employers must provide no less than 24 hours or three (3) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Further, Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

At all relevant times herein, California Labor Code section 248.6 provides covered employees with COVID-19 supplemental paid sick leave. California Labor Code section 248.6(b)(3)(A) provides that each hour of COVID-19 supplemental paid sick leave shall be compensated at a rate equal to the following: 1) "[c]alculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[c]alculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total nonovertime hours worked in the full pay periods occurring within the prior 90 days of employment; provided that, for nonexempt employees paid by piece rate, commission or other method that uses all hours to determine the regular rate of pay, total wages, not including overtime premium pay, shall be divided by all hours, to determine the correct amount of COVID-19 supplemental paid sick leave under this subdivision."

First, during the relevant time period, GRIMMIUS systematically failed to provide other aggrieved employees paid sick leave of no less than 24 hours or three (3) days. Other aggrieved employees worked in excess of 30 days for GRIMMIUS in California and were therefore eligible to receive paid sick leave. However, GRIMMIUS failed to provide other aggrieved employees with all sick leave benefits they were entitled to, in violation of section 246(b)(4).

Second, during the relevant time period, GRIMMIUS did not pay other aggrieved employees the correct sick leave rates of pay. In addition to an hourly wage, GRIMMIUS paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, GRIMMIUS failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when other aggrieved employees took sick leave and received these other forms of pay, GRIMMIUS failed to pay all sick leave benefits by paying a lower sick leave rate than required. Specifically, GRIMMIUS paid other aggrieved employees based on their hourly rate of pay instead of their regular rate of pay. GRIMMIUS's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to other aggrieved employees on a company-wide basis in violation of Labor Code sections 246(l) and 248.6(b)(3)(A).

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code

section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 14-2001, provides that: “[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft.”

First, during the relevant time period, GRIMMIUS, on a company-wide basis, required Mr. Espinosa Cano and other aggrieved employees to use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Espinosa Cano was required to use his personal cellular phone to respond to calls from GRIMMIUS to discuss work-related matters such as cattle medication and vaccinations. Although GRIMMIUS required Mr. Espinosa Cano and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, GRIMMIUS failed to reimburse them for their costs incurred.

Second, GRIMMIUS, on a company-wide basis, failed to provide Mr. Espinosa Cano and other aggrieved employees with protective rainwear, i.e., rain jackets, boots, hats, and/or goggles to keep them dry in the workplace. During inclement weather, Mr. Espinosa Cano and other aggrieved employees continued to work outside with no protective wear for their shifts. Mr. Espinosa Cano was eventually forced to purchase his own waterproof jacket, pants, and boots for \$100.00 in order to shield himself from the rain while he worked, but was not reimbursed for these necessary work-related expenses.

GRIMMIUS could have provided Mr. Espinosa Cano and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and protective rainwear, or GRIMMIUS could have reimbursed employees for the costs of their mobile device usage and protective rainwear expenses. Instead, GRIMMIUS passed these operating costs off onto Mr. Espinosa Cano and other aggrieved employees. At all relevant times, Mr. Espinosa Cano did not earn at least two (2) times the minimum wage.

Thus, GRIMMIUS had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Espinosa Cano and aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California’s Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging

allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

At all relevant times, on information and belief, GRIMMIUS failed, on a company-wide basis, to provide written notice to other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). GRIMMIUS's failure to provide other aggrieved employees with written notice of basic information regarding their employment with GRIMMIUS is in violation of Labor Code section 2810.5.

Other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." GRIMMIUS, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Espinosa Cano's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Espinosa Cano seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Espinosa Cano, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against GRIMMIUS for violations of California Labor Code sections 201, 202, 204, 206.5, 226(a), 226.7, 246, 248.6, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Espinosa Cano seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read "Anthony Castillo", with a stylized, cursive script.

Anthony Castillo

Copy: GRIMMIUS CATTLE COMPANY, INC. (via U.S. Certified Mail); GRIMMIUS
TRANSPORTATION, INC. (via U.S. Certified Mail); GRIMMIUS FEEDING, LLC (via U.S.
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Capstone Law, APC
 1875 Century Park, East, 1000
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1875 Century Park, East, 1000
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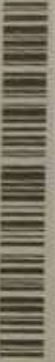
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GRIMMIUS

- ☐ Agent
- ☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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GRIMMIUS

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- ☐ Addressee

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Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ANTHONY CASTILLO
310.712.8169 Direct
Anthony.Castillo@capstonelawyers.com

November 17, 2023

VIA ONLINE SUBMISSION

Division of Occupational Safety and Health
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/310>)

Subject: *Santiago Espinosa Cano v. Grimmus Cattle Company, Inc., et al.*
LWDA Case No. LWDA-CM-994903-23 - AMENDED NOTICE

Dear PAGA Administrator:

This office represents Santiago Espinosa Cano in connection with his claims under the California Labor Code. Mr. Espinosa Cano was an employee of GRIMMIUS CATTLE COMPANY, INC.; GRIMMIUS TRANSPORTATION, INC.; and/or GRIMMIUS FEEDING, LLC. For the purpose of this letter, Mr. Espinosa Cano collectively refers to these entities as "GRIMMIUS." We previously provided notice of Mr. Espinosa Cano's claims to the California Labor and Workforce Development Agency ("LWDA") on November 16, 2023, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Mr. Espinosa Cano's prior LWDA notice and adds an additional claim.

The employers may be contacted directly at the addresses below:

GRIMMIUS CATTLE COMPANY, INC.
5715 KANSAS AVE
HANFORD, CA 93230

GRIMMIUS TRANSPORTATION, INC.
5715 KANSAS AVENUE
HANFORD, CA 93230

GRIMMIUS FEEDING, LLC
5715 KANSAS AVE
HANFORD, CA 93230

Mr. Espinosa Cano intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Espinosa Cano seeks relief on behalf of himself, the State of California, and other persons who are or were employed by GRIMMIUS in California as a non-exempt, hourly paid employees and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

GRIMMIUS employed Mr. Espinosa Cano as an hourly paid, non-exempt employee from approximately February 2023 to March 2023. Mr. Espinosa Cano worked for GRIMMIUS as a Warehouse Laborer, assigned to work at its distribution center in Rancho Cordova, California. During his employment, Mr. Espinosa Cano typically worked eight (8) hours or more per day and five (5) days per week. At the time his employment ended, Mr. Espinosa Cano was compensated approximately \$24.07 per hour. Mr. Espinosa Cano's job duties included, without limitation, reviewing orders, selecting products, wrapping pallets, operating forklifts, and loading products onto freight.

GRIMMIUS has committed one or more of the following Labor Code violations against Mr. Espinosa Cano, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant time period, GRIMMIUS, on a company-wide basis, failed to provide Mr. Espinosa Cano and other aggrieved employees with safety devices and safeguards such protective rainwear, i.e., rain jackets, boots, gloves, hats, and/or goggles to keep them safe and dry in the workplace. During inclement weather, Mr. Espinosa Cano and other aggrieved employees continued to work outside with no protective wear for their shifts. For example, Mr. Espinosa Cano was eventually forced to purchase his own waterproof jacket, pants, gloves, and boots in order to shield himself from the rain while he worked. Thus, GRIMMIUS's failure to provide Mr. Espinosa Cano and other aggrieved employees with safety devices and safeguards for the workplace violates California Labor Code sections 6401 and 6403.

GRIMMIUS's failure to provide Mr. Espinosa Cano and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403. Mr. Espinosa Cano and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a)-(c), and 2699.5, Mr. Espinosa Cano, acting in the public interest as a private attorney

¹ These facts, theories, and claims are based on Mr. Espinosa Cano's experience and counsel's review of those records currently available relating to Mr. Espinosa Cano's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Espinosa Cano reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against GRIMMIUS for violations of California Labor Code sections 6401 and 6403.

Therefore, on behalf of all aggrieved employees, Mr. Espinosa Cano seeks all applicable penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Anthony Castillo
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink that reads "Anthony Castillo". The signature is stylized with a large, flowing "A" and "C".

Anthony Castillo

Copy: GRIMMIUS CATTLE COMPANY, INC. (via U.S. Certified Mail); GRIMMIUS TRANSPORTATION, INC. (via U.S. Certified Mail); GRIMMIUS FEEDING, LLC (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



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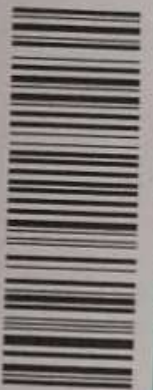
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875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 7458

CERTIFIED MAIL

U.S. Postal Service[®]
CERTIFIED MAIL[®] RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Customer Use Only

ESP/NOJ4 V

6/21/2015

Station, Office, or Post Office box and fee to ship item
Postage (check box)
Postage (check box)
Postage (check box)

Postmark

GRIMMIUS TRANSPORTATION,
INC.
5715 KANSAS AVENUE
HANFORD, CA 93230

7022 2410 0000 2264 7458

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return this card to you.

GRIMMIUS TRANSPORTATION,
INC.
5715 KANSAS AVENUE
HANFORD, CA 93230



9590 9402 7690 2122 7218 29

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

C. Received by (Printed Name)

C. Date of Delivery

- ☐ Agent
- ☐ Addressee

1. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express
 - ☐ Registered Mail
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation
 - ☐ Signature Confirmation Restricted Delivery

2. AFI 7022 2410 0000 2264 7458

Isd Delivery

Capstone Law, APC
1875 Century Park, East, 1000
Los Angeles, CA. 90067



7022 2410 0000 2264 7441

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PS Form 3811, July 2020 PSN 7530-02-000-9053

ESTIMATED
GROSS INQUIRY

PS Form 3811, July 2020 PSN 7530-02-000-9053

ESTIMATED
GROSS INQUIRY

GRIMMIUS FEEDING, LLC
5715 KANSAS AVE
HANFORD, CA 93230

7022 2410 0000 2264 7441

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

GRIMMIUS FEEDING, LLC
5715 KANSAS AVE
HANFORD, CA 93230



9590 9402 7690 2122 7218 12

2. Article Number (Transfer from service label)

7022 2410 0000 2264 7441

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☐ Certified Mail
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Registered Mail
- ☐ Registered Mail Express
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation
- ☐ Signature Confirmation Restricted Delivery

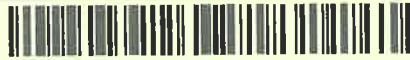
Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

GRIMMIUS FEEDING, LLC
5715 KANSAS AVE
HANFORD, CA 93230



9590 9402 7690 2122 7218 12

2. Article Number (Transfer from service label)

7022 2410 0000 2264 7441

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

B. Received by (Printed Name)

SECURITY

C. Date of Delivery

11-25-23

D. Is delivery address different from Item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**GRIMMIUS TRANSPORTATION,
INC.**
5715 KANSAS AVENUE
HANFORD, CA 93230



9590 9402 7690 2122 7218 29

2. Article Number (Transfer from service label) 7022 2410 0000 2264 7458

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X GRIMMIUS

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

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SENDER: COMPLETE THIS SECTION

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**GRIMMIUS CATTLE COMPANY,
INC.**
5715 KANSAS AVE
HANFORD, CA 93230



9590 9402 7690 2122 7218 36

2. Article Number (Transfer from service label) 7022 2410 0000 2264 7434

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X GRIMMIUS

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **March 4, 2024**, I served the document described as: **FIRST AMENDED COMPLAINT – PAGA ENFORCEMENT ACTION** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Michael J. Conway
mikec@sw2law.com
SAGASER, WATKINS & WIELAND PC
5260 North Palm Avenue, Suite 400
Fresno, CA 93704
Telephone: 559-421-7000
Facsimile: 559-473-1483

Attorneys for Defendant:
GRIMMIUS CATTLE COMPANY, INC.
GRIMMIUS TRANSPORTATION, INC.
GRIMMIUS FEEDING, LLC

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

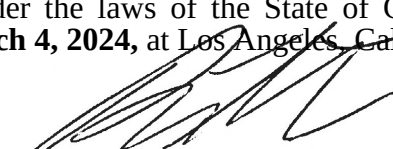
☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **March 4, 2024**, at Los Angeles, California.

Riley McIntire

Type/Print Name



Signature