

1 Zorik Mooradian, Esq., CSB No. 136636
2 zorik@mooradianlaw.com
3 Haik Hacopian, Esq., CSB No. 282361
4 haik@mooradianlaw.com
5 MOORADIAN LAW, APC
6 24007 Ventura Blvd., Suite 210
7 Calabasas, CA 91302
8 Telephone: (818) 487-1998
9 Facsimile: (888) 783-1030

10 Attorneys for: Plaintiff ANTONIO DIAZ, individually and on behalf of other
11 persons similarly situated and similarly aggrieved employees

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN LUIS OBISPO – PASO ROBLES BRANCH**

14 ANTONIO DIAZ, individually and on behalf
15 of other persons similarly situated and
16 similarly aggrieved employees,

17 Plaintiffs,

18 v.

19 PARIS VALLEY VINEYARD SERVICES
20 COMPANY, an active California Corporation;
21 and DOES 1 through 10,

22 Defendants.

ELECTRONICALLY

FILED

4/19/2024 3:32 PM

SAN LUIS OBISPO SUPERIOR COURT
BY 
Julie Vierra, Deputy Clerk

Case No.: 22CVP-0244

Assigned to: Hon. Michael C. Kelley
Department: P-2
Complaint Filed: Sept. 7, 2022

**FIRST AMENDED COMPLAINT –
CLASS AND REPRESENTATIVE
ACTION
JURY TRIAL DEMANDED**

1. Failure to Provide Meal Periods;
2. Failure to Provide Paid Rest Periods;
3. Failure to Pay Wages;
4. Failure to Timely Pay Wages at Termination/Separation;
5. Failure to Provide Accurate Wage Statements;
6. Failure to Reimburse Business Expenses;
7. Violation of Unfair Business Practices Act – Bus. & Prof. Code

§§ 17200, *et seq.*; and
8. Penalties Pursuant to Private
Attorneys General Act (“PAGA”)

Plaintiff ANTONIO DIAZ (“Plaintiff”), on behalf of himself and all others
similarly situated, based on information and belief, complains and alleges:

I.

INTRODUCTION

1. This class and representative action lawsuit arises out of the failure of Defendant PARIS VALLEY VINEYARD SERVICES COMPANY (referred here as “Defendant”) to provide meal periods at the proper intervals, to provide rest periods at the proper intervals, to pay all wages owed including overtime, to provide accurate wage statements, to reimburse employee business expenses, and to pay all wages owed to terminated or separated employees in a timely manner.
2. Defendant employed Plaintiff and other employees during the applicable time period, utilizing consistent policies and procedures in violation of Labor Code §200, *et seq.*, Labor Code §500, *et seq.*, Labor Code §1194, *et seq.*, Labor Code §2800, *et seq.*, and the applicable Wage Orders issued by the California Industrial Welfare Commission.
3. Defendant Paris Valley Vineyard Services Company is engaged in the ownership and operation vineyards and wineries. Plaintiff Diaz was hired by Defendant in July of 2005 until Plaintiff’s termination in May of 2020. At all times during his employment, Plaintiff had a non-exempt classification.
4. At the time of his termination, Plaintiff was not paid all his wages.
5. Plaintiff was also deprived of lawful meal and rest periods and not paid all wages including overtime he was entitled to.

6. Defendants had a consistent policy of not paying wages for all hours worked, including overtime wages as applicable. This includes improper time tracking, non-payment for work-related travel, off-the-clock work, and non-provision of net thirty (30) minute meal breaks.
7. Defendant had a consistent policy of requiring its employees, including Plaintiff, to work through meal periods or work without a meal period for at least five (5) hours of a shift and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period was not provided or as required by California state wage and hour laws.
8. Defendant had a consistent policy of failing to allow its employees, including Plaintiff, rest periods for at least ten (10) minutes per four (4) hours, or a major fraction, worked, and failing to pay such employees one (1) hour of pay at their regular rate of compensation for each workday that the rest period is not provided, or other compensation, as required by California state and wage and hour laws.
9. Defendant had a consistent policy of failing to pay its employees, including Plaintiff, all wages due at the termination or separation, in violation of California state wage and hour laws.
10. Defendant knowingly provided inaccurate wage statements to its employees, including Plaintiff, that did not correctly include the correct wages, including compensation for meal periods not provided and rest period not authorized or permitted as required by California state wage and hour laws.
11. Defendant had a consistent policy of failing to reimburse its employees, including Plaintiff, for all business expenses incurred in the discharge of their duties including mileage reimbursement for required work related time.
12. Plaintiff, on behalf of himself and all Class Members, brings this action pursuant to Lab. Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1194, and 1194.2,

1 2800, and 2802 seeking unpaid wages, business expense reimbursement,
2 penalties, equitable relief, and reasonable attorneys' fees and costs.

3 13. Plaintiff, on behalf of himself and the putative class members, also brings
4 this action pursuant to Bus. & Prof. Code §§ 17200, *et seq.*, seeking injunctive
5 relief, restitution, and disgorgement of all benefits obtained by Defendant as a
6 result of Labor Code and applicable Wage Order violations.

7 14. Plaintiff, on behalf of the State of California, herself, and other similarly
8 aggrieved employees, also brings this action pursuant to California Private
9 Attorney General Act ("PAGA"), Cal. Lab. Code §2698, *et seq.* seeking unpaid
10 wages and other compensation, penalties, and reasonable attorneys' fees and
11 costs.

12 II.

13 JURISDICTION AND VENUE

14 15. Venue as to each defendant is proper in this judicial district, pursuant to Code
15 of Civil Procedure § 395. The County of San Luis Obispo is the proper venue,
16 because Defendant is headquartered in the County of San Luis Obispo and
17 work was performed by class members in the County of San Luis Obispo and
18 the legal obligations owed by Defendant to Plaintiff and other class members
19 were breached in the County of San Luis Obispo.

20 16. The California Superior Court has jurisdiction in this matter, because Plaintiff is
21 a resident of California, Defendant is qualified to do business in California, and
22 regularly conducts business in California.

23 III.

24 THE PARTIES

25 17. Plaintiff ANTONIO DIAZ is a resident of the State of California, and was
26 employed by Defendant in the County of San Luis Obispo, California from July
27 of 2005 through May of 2020.
28

1 18. Defendant PARIS VALLEY VINEYARD SERVICES COMPANY was an active
2 California Corporation at all times during the claims of Plaintiff and the
3 putative class, was doing business in California, and had its headquarters
4 located at 110 Gibson Road in Templeton, California 93465.

5 19. Plaintiff is ignorant of the true names, capacities, relationships and extent of
6 participation in the conduct herein alleged, of the Defendants sued herein as
7 Does 1 through 10, but he is informed and believes and thereon alleges that said
8 Defendants are legally responsible for the wrongful conduct alleged herein and
9 therefore sues these Defendants by such fictitious names under Code of Civil
10 Procedure § 474. Plaintiff will amend this First Amended Complaint to allege
11 their true names and capacities when ascertained.

12 20. Plaintiff is informed and believes and thereon alleges that each defendant acted
13 in all respects pertinent to this action as the agent of the other defendants
14 carried out a joint scheme, business plan or policy in all respects pertinent
15 hereto, and the acts of each defendant are legally attributable to the other
16 defendants.

17 IV.

18 GENERAL ALLEGATIONS

19 21. At all times relevant here and as set forth in the following paragraphs of this
20 First Amended Complaint, Defendant employed more than 100 people; and
21 Plaintiff and each member of the putative class was employed by Defendant,
22 and each of them, in the State of California.

23 22. The employees of Defendant have not been provided: uninterrupted thirty-
24 minute meal periods for work periods of more than five (5) hours per day;
25 second uninterrupted thirty-minute meal periods for work periods of more
26 than ten (10) hours per day; and have not been permitted to take ten-minute
27 (10) rest periods for work periods of four (4) hours or major fractions, pursuant
28 to the Labor Code, and applicable IWC Wage Orders.

- 1 23. Defendant failed to pay employees wages owed for all hours worked, including
2 overtime hours as applicable, inclusive of work off-the-clock.
- 3 24. Defendant failed to pay Plaintiff and the members of his putative class upon
4 separation the wages earned and unpaid at the time of discharge.
- 5 25. Defendant failed to provide Plaintiff and the putative members of his class, at
6 the time of each payment of wages, an accurate itemized statement in writing,
7 showing the gross wages earned and/or paid, including premium wages owed
8 for failing to provide meal and/or rest periods at the proper intervals.
- 9 26. Defendant failed to fully reimburse Plaintiff and putative members of his class
10 for all their business-related expenditures. In violation of the Labor Code,
11 Plaintiff and putative members of her class did not receive indemnification for
12 all business-related expenditures, including mileage reimbursement for work
13 related travel.
- 14 27. Plaintiff asserts claims for relief on behalf of himself and other similarly
15 situated persons as a class action pursuant to Code of Civil Procedure § 382.
16 Plaintiff and all members of his putative class are described below with
17 specificity and fall in several categories of subclasses whose rights have been
18 violated under the law. Defendant has made no effort as of the filing of this
19 Complaint to correct or remedy the violations of law specified here.
- 20

21 **V.**

22 **CLASS ACTION ALLEGATIONS**

- 23 28. Plaintiff brings this action on behalf of himself and all other employees of
24 Defendant who are similarly-situated persons as a class action pursuant to
25 California Code of Civil Procedure § 382. There is a well-defined common
26 interest by and among Plaintiff and the putative class members, and it is
27 impractical to bring all those individuals before the court under separate,
28 different and repetitive actions. Plaintiff also reserves the right to amend or

1 modify the class descriptions set forth below in greater specificity or clarity if
2 required in the future in accordance with California Rules of Court, rule 3.765
3 (b). The class which Plaintiff seeks to represent is composed of and defined as
4 follows:

5 "Plaintiff Class" – All of Defendant's current and former non-exempt
6 employees who worked for Defendant in California, during the four
7 years before the filing of the Complaint through the time of class
8 certification.

9 29. Plaintiff seeks to certify the following subclasses of employees:

10 a) "Meal Period Subclass" – All members of Plaintiff Class who worked
11 each period exceeding five (5) hours without an uninterrupted, off
12 duty, thirty (30) minute meal period and/or periods in excess of ten (10)
13 hours without a second uninterrupted, off duty, thirty (30) minute
14 meal periods; and were not provided compensation of one hour's pay
15 at the employee's regular rate for each day that a meal period was not
16 provided.

17 b) "Rest Period Subclass" – All members of Plaintiff Class who worked
18 periods of four (4) hours or major fraction thereof without a duty free
19 rest period of at least 10-minutes and who were not compensated one
20 hour's pay at the employee's regular rate for each day that a rest period
21 was not permitted.

22 c) "Unpaid Wage Subclass" – All members of Plaintiff Class who were
23 not paid their minimum/actual wages, including the time that was
24 unlawfully considered by Defendant as off-the-clock, as well as
25 overtime wages for hours worked in excess of eight hours per day at
26 the one and a half rate or at a double time rate as applicable.

- 1 d) "Waiting Time Subclass" – All members of Plaintiff Class to whom
2 Defendant failed to pay all wages due to them upon termination or
3 resignation under Labor Code §§ 201-203.
- 4 e) "Wage Statement Subclass" – All members of Plaintiff Class to whom
5 Defendant improperly failed to provide accurate itemized wage
6 statements under Labor Code §§ 226.
- 7 f) "Expense Reimbursement Subclass" – All members of Plaintiff Class to
8 whom Defendant failed to fully reimburse employee business expenses
9 as required by Labor Code §2802.
- 10 g) "UCL Subclass" – All members of the Meal Period, Rest Period,
11 Unpaid Wage, Waiting Time, Wage Statement, and Expense
12 Reimbursement Subclasses who were subject to unlawful, illegal,
13 unfair and/or deceptive business acts and practices by Defendant and
14 are entitled to disgorgement and restitution of unpaid wages.

15 30. There is a well-defined community of interest among many persons who
16 comprise a readily ascertainable class:

- 17 a) Numerosity -The potential members of the Class and Subclasses as
18 defined here are so numerous that the individual joinder of all of them as
19 named plaintiffs is impracticable. The number of members of the Class
20 and Subclasses is unknown to Plaintiff. It is however estimated that the
21 members are more than 100 individuals, and their identities may readily
22 be ascertained from Defendant's records.
- 23 b) Typicality – The claims of Plaintiff are typical of the claims of all
24 members of the Class and Subclasses, who sustained similar damages
25 arising out of Defendant's common course of conduct in violation of law
26 as alleged.
- 27
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- 1 c) Ascertainable Class – The proposed Class and Subclasses are
2 ascertainable as the members can readily be identified and located based
3 on the Defendant’s payroll and personnel records.
- 4 d) Adequacy – Plaintiff is an adequate representative of the Class and
5 Subclasses: Plaintiff will fairly protect the interests of the members, he
6 has no interest adverse to the members, and he will vigorously pursue
7 this lawsuit on behalf of all the members of the Class and Subclasses.
8 Plaintiff’s attorneys are competent, skilled and experienced in litigating
9 large employment law class actions.
- 10 e) Superiority - Class action treatment will allow a large number of
11 similarly situated persons to prosecute their common claims in a single
12 forum simultaneously, efficiently, and without the unnecessary
13 duplication of effort and expense that numerous individual actions
14 would require. Further, the monetary amounts due to many individual
15 members of the Class and Subclasses are likely to be relatively small, and
16 the burden and expense of individual litigation would make it difficult
17 or impossible for the members to seek and obtain relief. A class action
18 will serve an important public interest by permitting employees harmed
19 by Defendant’s unlawful practices to effectively pursue recovery of the
20 sums owed to them.
- 21 f) Common Questions of Law and Fact – There are common questions of
22 law and fact as to the members of the Class and Subclasses which are
23 superior to questions affecting only individual members of the Class and
24 Subclasses. The common questions of law and fact may be summarized
25 as follows and if necessary will be refined with the progress of formal
26 discovery in the case:
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- 1 g) Whether Defendant failed to provide members of Plaintiff Class who
2 ceased employment with Defendant all wages owed at the time of the
3 cessation of the employee-employer relationship?
- 4 h) Whether Defendant violated California law and applicable Wage Orders
5 by failing to provide Plaintiff Class members with paid ten-minute (10)
6 rest periods for each four hours worked?
- 7 i) Whether the remedy for an employer's failure to provide rest breaks as
8 required by law is a premium wage for hardship of missing a lawful rest
9 break?
- 10 j) Whether Defendant violated California law and applicable Wage Orders
11 by failing to provide Plaintiff Class members with an off-duty thirty
12 minute (30) meal period for more than five hours of work?
- 13 k) Whether Defendant violated California law and applicable Wage Orders
14 by failing to provide members of Plaintiff Class with a second meal
15 period?
- 16 l) Whether the remedy for an employer's failure to provide meal period as
17 required by law is a premium wage for hardship of missing a lawful
18 meal period?
- 19 m) Whether Defendant violated California law, including the applicable
20 wage orders by failing to properly compensate Plaintiff Class members
21 for all hours worked, including overtime hours as applicable?
- 22 n) Whether Plaintiff Class is entitled to waiting time penalties under Labor
23 Code § 203?
- 24 o) Whether Defendant violated California law by its failure to provide
25 Plaintiff Class with accurate and itemized wage statements?
- 26 p) Whether Defendant violated Labor Code §2802 by failing to reimburse
27 Plaintiff and the Plaintiff Class for all business expenses incurred by
28 them in direct consequence of the discharge of their duties?

- 1 q) Whether Defendant violated Business and Professions Code §§ 17200 et.
2 seq., Labor Code §§ 201, 202, 203, 226, 226.7, 510, 512, 1194, 1194.2, 2800,
3 2802, and applicable Wage Orders which constitutes violations of the
4 public policy?
- 5 r) Whether Plaintiff Class is entitled to an equitable relief in accordance
6 with Business and Professions Code §§ 17200 et. seq.
- 7 s) Whether Defendant's affirmative defenses, if any, raise common issues
8 of law and fact as to Plaintiff Class as a whole and/or Subclasses in
9 particular?

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11 **VI.**

12 **FIRST CAUSE OF ACTION**
13 **FAILURE TO PROVIDE MEAL PERIODS OR**
14 **COMPENSATION IN LIEU THEREOF**

15 **(Labor Code §§ 226.7, 512)**

16 **(By Plaintiff and Meal Period Subclass against Defendant)**

- 17 31. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
18 as if fully alleged herein.
- 19 32. By its failure to provide thirty minute (30) uninterrupted meal period as well as
20 second meal period, if applicable, to Plaintiff and members of the Meal Period
21 Subclass, Defendant willfully violated the provisions of Labor Code §§ 226.7,
22 512 and applicable IWC Wage Orders.
- 23 33. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
24 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
25 below, and fully incorporated here as applicable.

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VII.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR
COMPENSATION IN LIEU THEREOF

(Labor Code § 226.7)

(By Plaintiff and Rest Period Subclass against Defendant)

34. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.
35. By its failure to provide ten-minute (10) rest periods for every four (4) hours of work or major fraction thereof per day to Plaintiff and Rest Period Subclass, Defendant willfully violated Labor Code § 226.7 and applicable Wage Orders.
36. As a result of Defendant's unlawful conduct, Plaintiff and other members of the Subclass have suffered damages as articulated in the Prayer for Relief, set forth below, and fully incorporated here as applicable.

VIII.

THIRD CAUSE OF ACTION
FAILURE TO PAY WAGES

(Labor Code §§ 510, 1194, 1194.2)

(By Plaintiff and the Unpaid Wage Subclass against Defendant)

37. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint as if fully alleged herein.
38. At all relevant times, Plaintiff and the other members of the Unpaid Wage Class were employees of Defendant covered by Labor Code §§ 510, 1194, 1194.2 and applicable Wage Orders, and they were entitled to receive minimum and overtime wages for all hours worked and liquidated damages equal to unlawfully unpaid minimum wages with interest.
39. Defendant has violated California law and the specified provisions of the Labor Code and applicable Wage Orders by its failure to pay all wages due in

1 accordance, including minimum wages, wrongfully classified off-the-clock
2 wages and overtime pay. As a result of Defendant's unlawful conduct, Plaintiff
3 and other members of the Subclass have suffered damages as articulated in the
4 Prayer for Relief, set forth below, and fully incorporated here as applicable.
5

6 **IX.**

7 **FOURTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES DUE AT TERMINATION**

9 **(Labor Code §§ 201, 202, 203)**

10 **(By Plaintiff and Waiting Time Subclass against Defendant)**

11 40. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
12 as if fully alleged herein.

13 41. By its failure to timely pay Plaintiff and Waiting Time Subclass, Defendants
14 willfully violated the provisions of Labor Code §§ 201, 202, 203 and applicable
15 Wage Orders. Sec. 203 of Labor Code provides that if an employer willfully fails
16 to timely pay such wages, the employer must, as penalty, continue to pay the
17 employee's wages until the back wages are paid in full or an action is
18 commenced.

19 42. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
20 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
21 below, and fully incorporated here as applicable.

22 **X.**

23 **FIFTH CAUSE OF ACTION**

24 **FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS**

25 **(Labor Code §226)**

26 **(By Plaintiff and Wage Statement Subclass against Defendant)**

27 43. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
28 as if fully alleged herein.

1 44. By its failure to provide accurate itemized wage statements, semimonthly or at
2 the time of each payment of wages, Defendant willfully violated the provisions
3 of Labor Code §226 and applicable Wage Orders.

4 45. As a result of Defendant's unlawful conduct, Plaintiff and other members of the
5 Subclass have suffered damages as articulated in the Prayer for Relief, set forth
6 below, and fully incorporated here as applicable.

7 **XI.**

8 **SIXTH CAUSE OF ACTION**

9 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**

10 **(Labor Code §§2800, 2802)**

11 **(By Plaintiff and Expense Reimbursement Subclass against Defendants)**

12 46. Plaintiff incorporates paragraphs 1 through 30 of this First Amended Complaint
13 as if fully alleged herein.

14 47. Labor Code § 2800 provides, in pertinent part, "[a]n employer shall in all cases
15 indemnify his employee for losses caused by the employer's want of ordinary
16 care."

17 48. Labor Code § 2802 provides, in pertinent part, "[a]n employer shall indemnify
18 his or his employee for all necessary expenditures or losses incurred by the
19 employee in direct consequence of the discharge of his or his duties..."

20 49. Further, Labor Code § 2802 additionally provides, in pertinent part: "(c)...the
21 term 'necessary expenditures or losses' shall include all reasonable costs,
22 including but not limited to, attorney's fees incurred by the employee enforcing
23 the rights granted by this section."

24 50. During the relevant time period, Defendant was required to reimburse Plaintiff
25 and class members for all expenditures or losses caused by the employer's want
26 of ordinary care and/or incurred in direct consequence of the discharge of their
27 duties, but failed to indemnify and reimburse Plaintiff and class members in
28 violation of Labor Codes §§ 2800 and 2802.

1 51. As a direct and proximate result, Plaintiff and class members have suffered, and
2 continue to suffer, substantial losses, related to the use and enjoyment of such
3 monies to be reimbursed, lost interest on such monies, and expenses and
4 attorney's fees in seeking to compel Defendant to fully perform its obligations
5 under California law, all of their damage in amounts according to proof at the
6 time of trial.

7
8 **XII.**

9 **SEVENTH CAUSE OF ACTION**
10 **VIOLATION OF UNFAIR BUSINESS PRACTICES ACT**
11 **(Bus. & Prof. Code §§ 17200, *et seq.*)**
12 **(By Plaintiff, Plaintiff Class and All Subclasses against Defendant)**

13 52. Plaintiff incorporates paragraphs 1 through 51 of this First Amended Complaint
14 as if fully alleged herein.

15 53. The alleged unlawful conduct of Defendant constitutes unfair competition
16 pursuant to Business and Professions Code §§ 17200 *et seq.*, and this cause of
17 action is brought as a cumulative remedy under Bus. & Prof. Code § 17205 for
18 the time period starting four (4) years before the filing of the Complaint.

19 54. As a result, Plaintiff and other members of Plaintiff Class and Subclasses have
20 suffered injury in fact and lost money or property. Plaintiff and said members
21 have been deprived of their rights as set forth in this First Amended Complaint,
22 including, but not limited to, payment of minimum and/or actual wages for all
23 hours worked.

24 55. Pursuant to Business and Professions Code § 17203, Plaintiff and other
25 members of Plaintiff Class and Subclasses are entitled to restitution of all wages
26 owed to them under the Labor Code, and interest thereon, in which they had a
27 property interest, which Defendant failed to pay to them but withheld and
28 retained for itself. Restitution of the money owed to Plaintiff, Plaintiff Class and
Subclasses is necessary to prevent Defendant from becoming unjustly enriched

1 by their failure to comply with the Labor Code provisions.

2 56. Plaintiff and members of Plaintiff Class and Subclasses are entitled to recover
3 reasonable attorney's fees in connection with their unfair competition claims
4 pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine
5 and/or the common fund doctrine.

6 57. Plaintiff requests the court to issue a preliminary and permanent injunction
7 prohibiting defendants from committing the Labor Code and applicable Wage
8 Order violations set forth in this First Amended Complaint, and Plaintiff and
9 the members of Plaintiff Class and Subclasses have suffered further damages as
10 articulated in the Prayer for Relief, set forth below, also incorporated here fully
11 as applicable.

12
13 **XIII.**

14 **EIGHTH CAUSE OF ACTION**

15 **VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEY GENERAL ACT**

16 **(LABOR CODE § 2699 *et seq.*)**

17 **(By Plaintiff and Aggrieved Employees Against Defendants)**

18 58. Plaintiff incorporates paragraphs 1 through 57 of this First Amended Complaint
19 as if fully alleged herein.

20 59. Under the Private Attorney General Act, Labor Code §§ 2698-99 ("PAGA"),
21 private parties may recover civil penalties for violations of the California Labor
22 Code. PAGA penalties are in addition to any other relief available under the
23 Labor Code.

24 60. As set forth above, Defendants violated the California Labor Code by
25 consistently failing to employ Plaintiff and other similarly situated employees
26 in compliance with California law.

27 61. Plaintiff provided written notice by certified mail to Defendants on January 16,
28 2024, and electronic notice thereafter to the State Labor & Workforce

1 Development Agency ("LWDA"), of the legal claims and theories of this case.
2 To date, and after 65 days from the date of mailing of notice, the LWDA has not
3 notified Plaintiff that the LWDA intends to exercise jurisdiction over the claim
4 for civil penalties under the PAGA. Accordingly, Plaintiff exhausted
5 administrative remedies as required by Labor Code § 2699.3. Plaintiff's PAGA
6 claim was assigned case number LWDA-CM-1005219-24 by the LWDA.
7 Appended hereto is a copy of the notice communicated by Plaintiff.

8
9 62. Under the PAGA, Plaintiff and all other aggrieved employees are entitled to
10 recover the maximum civil penalties permitted by law from Defendants for the
11 violations of Labor Code alleged in this First Amended Complaint and the
12 notice communicated by Plaintiff.

13 63. Plaintiff and all other aggrieved employees are also entitled to recover their
14 attorneys' fees and costs under Labor Code § 2699.

15
16 **XIV.**

17 **PRAYER FOR RELIEF**

18 **WHEREFORE**, on behalf of himself and all others similarly situated, Plaintiff
19 prays for relief and judgment against Defendant as follows:

20 A. An order certifying that Plaintiff may pursue his claims as a class action
21 under Section 382 of the Code of Civil Procedure; and it is further requested that
22 Plaintiff Class and each Plaintiff Subclass be certified;

23 B. An order appointing Plaintiff as Class representative;

24 C. An order appointing Plaintiff's counsel as Class counsel;

25 D. Disgorgement of Defendant's wrongfully obtained profits and restitution
26 of unpaid wages under Business and Professions Code §§ 17203, 17204;

27 E. Damages for unpaid additional compensation for failing to provide
28 timely or uninterrupted or lawful meal periods and rest periods;

F. Damages for unpaid minimum wages under Labor Code § 1194;

1 G. Damages for unpaid overtime and double time wages to the extent
2 applicable;

3 H. Liquidated damages under Labor Code § 1194.2;

4 I. Statutory penalties under Labor Code § 226(e);

5 J. Damages for unpaid penalty wages under Labor Code § 203;

6 K. Reimbursement of business expenses under Labor Code § 2802;

7 L. Reasonable attorney's fees and costs pursuant to statute, including, but
8 not limited to Labor Code § 218.5 and Code of Civ. Proc. § 1021.5;

9 M. Enjoinment of Defendants from further acts of unfair competition and
10 continuous violations of the Labor Code and applicable Wage Orders;

11 N. Civil penalties under Labor Code Section 2699 (75% payable to the
12 LWDA and 25% payable to aggrieved employees);

13 O. For costs of the suit incurred; and

14 P. For such other relief that the Court may deem just and proper, including
15 prejudgment interest and costs.

16
17 DATED: Apr. 19, 2024

MOORADIAN LAW, APC

18
19 By: /s/Haik Hacopian

20 **Zorik Mooradian,**

21 **Haik Hacopian,**

22 Attorneys for Plaintiff ANTONIO DIAZ

23 individually and on behalf of other persons

24 similarly situated
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DEMAND FOR A JURY TRIAL

Plaintiff ANTONIO DIAZ hereby demands a jury trial in the above case.

DATED: Apr. 19, 2024

MOORADIAN LAW, APC

By: /s/Haik Hacopian

Zorik Mooradian,

Haik Hacopian,

Attorneys for Plaintiff ANTONIO DIAZ

individually and on behalf of other persons

similarly situated

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On April 19, 2024, I served on the parties of record in this action the foregoing document(s) described as:

on the parties to this action by placing them in a sealed envelope(s) addressed as follows:

Attorneys for Defendant Paris Valley Vineyard Services Co.

☒ I declare under penalty of perjury under the laws of the United States of America that the above is true and correct.

/s/Haik Hacopian
Haik Hacopian