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County of Solano
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Attorneys for Plaintiffs Seth Taylor, Leonardo Ramirez,
and Jake Musick, on behalf of themselves and
all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*

**ASSIGNED TO
JUDGE STEPHEN GIZZI
FOR ALL PURPOSES**

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SOLANO**

SETH TAYLOR, LEONARDO RAMIREZ,
and JAKE MUSICK, on behalf of themselves
and all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

A PLUS TREE, LLC, a California limited
liability company, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: CU24-03172

**REPRESENTATIVE ACTION COMPLAINT
FOR PENALTIES PURSUANT TO LABOR
CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3,
246, 510, 512, 1194, AND 2802 AND
PURSUANT TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3
AND 558**

1 Plaintiffs SETH TAYLOR, LEONARDO RAMIREZ, and JAKE MUSICK (collectively,
2 “Plaintiffs”), on behalf of themselves and others as “aggrieved employees” under the Labor Code
3 Private Attorneys General Act of 2004, complain of A PLUS TREE, LLC, a California limited
4 liability company, and any subsidiaries or affiliated companies (hereinafter referred to as
5 “Defendants”) as follows:

6 **I.**

7 **INTRODUCTION AND FACTUAL BACKGROUND**

8 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
9 Plaintiffs and other non-exempt California employees who currently work or formerly worked for
10 Defendants (“Aggrieved Employees”).

11 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
12 to the date Plaintiffs began the process of exhausting the administrative requirements, pursuant to
13 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
14 consistent policies of:

15 a. Failing to pay all wages due to Plaintiffs and other Aggrieved Employees, in
16 violation of Labor Code §§ 510, 558, and 1194. Plaintiffs and Aggrieved Employees are
17 assigned to projects that are subject to a prevailing wage—this prevailing wage, however, is
18 not paid to Plaintiffs and other Aggrieved Employees. This failure to pay all wages due,
19 including applicable prevailing wages, violates Labor Code §§ 510, 558, and 1194;

20 b. Failing to properly blend bonuses, commissions, and other non-base hourly
21 wages (including prevailing wages), earned by Plaintiffs and other Aggrieved Employees into
22 their regular rate of pay for purposes of paying them meal and rest period premiums, overtime
23 wages, vacation wages, and sick pay wages at the correct rates, in violation of Labor Code §§
24 226.7, 227.3, 246, 510, 512, 558, and 1194. Defendants pay Plaintiffs and other Aggrieved
25 Employees bonuses and other non-base hourly wages (including prevailing wages); however,
26 Defendants fail to properly blend these wages, and instead pays Plaintiffs and other Aggrieved
27 Employees meal and rest period premiums, overtime wages, vacation wages, and sick pay
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1 wages based only on the base hourly rate of pay, thus depriving Plaintiffs and other Aggrieved
2 Employees of all meal and rest period premiums, overtime wages, and sick pay wages earned.
3 Defendants also underpay prevailing wage overtime wages (they are not paid one-and-one-
4 half times the prevailing wage rate). This violates Labor Code §§ 226.7, 227.3, 246, 510, 512,
5 558, and 1194;

6 c. Failing to pay correct premium wages to other Aggrieved Employees who are
7 denied proper meal periods, in violation of Labor Code §§ 226.7, 512, and 558, and IWC
8 Wage Order 4-2001. Aggrieved Employees are routinely denied, and not authorized to take,
9 a timely, uninterrupted, 30-minute meal period for every shift worked that exceeds five hours,
10 or a second timely, uninterrupted, 30-minute meal period for every shift worked that exceeds
11 ten hours, but are not paid premium wages of one hour's pay at the proper rate of pay for each
12 missed first or second meal period. When they do receive a meal period, it will routinely be
13 late, short, or on-duty. This violates Labor Code §§ 226.7, 510, 512, 558, 1174, 1174.5, and
14 1194 and IWC Wage Order 4-2001;

15 d. Failing to pay correct premium wages to Aggrieved Employees who are denied
16 rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 4-2001. Aggrieved
17 Employees are routinely unable to take a 10-minute rest period for every four (4) hours of
18 work or major fraction thereof, but are not paid premium wages of one hour's pay for each
19 missed rest period. Aggrieved Employees are simply denied and not authorized to take their
20 legally entitled rest periods and are never paid premium wages for missed rest periods. This
21 violates Labor Code § 226.7 and IWC Wage Order No. 4-2001;

22 e. Failing to reimburse Plaintiffs and other Aggrieved Employees for necessary
23 business expenses incurred in direct consequence of the discharge of their duties, in violation
24 of Labor Code § 2802, including, but not limited to, mandatory work boots and cellular phone
25 expenses. Labor Code § 2802 states that an employer must indemnify its employees for all
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1 necessary expenditures or losses incurred by the employee in direct consequence of the
2 discharge of their duties. These instances violate Labor Code § 2802;

3 f. Failing to provide Plaintiffs and all other Aggrieved Employees with wage
4 statements that fully and accurately itemized the requirements set forth in Labor Code §
5 226(a). Plaintiffs and other Aggrieved Employees were not paid all wages due, as stated
6 above. As such, the wage statements provided by Defendants failed to accurately state all
7 gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total hours worked,
8 in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of Labor
9 Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period
10 and the corresponding numbers of hours worked at each rate, in violation of Labor Code §§
11 226(a)(9) and 226.3; and
12

13 f. Failing to pay certain Aggrieved Employees all wages due, including all
14 accrued, but unused vacation wages, at the separation of their employment based on the time
15 frames required by Labor Code §§ 201-202 and 227.3. As stated above, certain Aggrieved
16 Employees were not paid all wages due during the course of their employment and, as a result
17 of this failure, they were not timely paid all wages due at the separation of their employment,
18 including vacation wages. This violates Labor Code §§ 201-202 and 227.3 and is alleged on
19 behalf of those Aggrieved Employees no longer employed by Defendants.
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21 3. Plaintiffs, on behalf of themselves and all Aggrieved Employees pursuant to Labor
22 Code § 2698 *et seq.*, seek civil penalties for Defendants' violations of the California Labor Code.

23 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
24 The Labor Code violations alleged against Defendants herein arose in Solano County, California.

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III.
PARTIES

A. Plaintiff

5. Plaintiff SETH TAYLOR has been employed by Defendants since December 2019 as a non-exempt employee in Solano County, California.

6. Plaintiff LEONARDO RAMIREZ has been employed by Defendants during the liability period as a non-exempt employee in Solano County, California.

7. Plaintiff JAKE MUSICK has been employed by Defendants during the liability period as a non-exempt employee in Solano County, California.

B. Defendant

8. Defendant A PLUS TREE, LLC, is a California limited liability company that employed Plaintiffs and Aggrieved Employees in Solano County, California.

9. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

10. Plaintiffs are informed and believes, and based thereon allege, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendants is legally attributable to the other Defendants.

11. The Defendants named herein as DOE 1 through DOE 10 are and are persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

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IV.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFFS AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
CIVIL PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF
LABOR CODE §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, AND 2802
AND PURSUANT TO LABOR CODE § 2699(a) FOR
VIOLATIONS OF LABOR CODE §§ 226.3 AND 558**

12. Plaintiffs incorporate paragraphs 1 through 11 of this Complaint as though fully set forth herein.

13. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiffs seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

14. For each such violation, Plaintiffs and all other Aggrieved Employees are entitled to civil penalties subject to the following formula:

- a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 227.3, 246, 510, 512, 1174, 1174.5, 1194, and 2802; and
- b. Pursuant to Labor Code § 2699(a), the civil penalties as authorized by Labor Code §§ 226.3 and 558.

15. Civil penalties recovered will be allocated 75% to the Labor and Workforce Development Agency, and 25% to the affected employees.

16. On February 21, 2024, Plaintiffs sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendants, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiffs from the LWDA within sixty-five (65) calendar days of February 21, 2024. Plaintiffs may therefore commence this action to seek civil penalties pursuant to Labor Code § 2698 *et seq.*

Wherefore, Plaintiffs and the Aggrieved Employees they seek to represent request relief as described below.

V.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiffs and all other Aggrieved Employees;

2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1) and other applicable law;

3. An award of attorneys' fees pursuant to Labor Code §§ 2699(g)(1) and other applicable law; and

4. Such other and further relief as this Court may deem just and proper.

Dated: April 26, 2024

Respectfully submitted,

GAINES LAW CORPORATION

By:

EVAN S. GAINES
Attorneys for Plaintiffs