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Per local Rule, This case is assigned to
Judge Treat, Charles S, for all purposes.

SUMMONS ISSUED

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF CONTRA COSTA**

DEJUAN NORMAN, on behalf of the State
of California and Aggrieved Employees,

Plaintiff,

vs.

C&H SUGAR COMPANY, INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants

Case No. C24-01180

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiff Dejuan Norman ("Plaintiff"), on behalf of the State of California and Aggrieved
2 Employees, complains and alleges as follows:

3 **INTRODUCTION**

4 1. Plaintiff brings this enforcement action against Defendant C&H Sugar Company, Inc.
5 ("Defendant" or "C&H") on behalf of the State of California to collect penalties as a result of
6 Defendant's violations of California's labor laws, pursuant to the California Labor Code Private
7 Attorneys General Act ("PAGA").

8 2. "Aggrieved Employees" are all current and former non-exempt, hourly workers
9 employed by Defendant in California.

10 3. Defendant violated California's labor laws by: (1) failing to compensate Aggrieved
11 Employees for all hours worked; (2) failing to pay Aggrieved Employees minimum wages; (3)
12 failing to pay Aggrieved Employees overtime wages; (4) failing to authorize and permit Aggrieved
13 Employees to take compliant meal periods to which they are entitled by law, and failing to pay
14 premium compensation for noncompliant meal periods; (5) failing to authorize and permit
15 Aggrieved Employees to take rest periods to which they are entitled by law, and failing to pay
16 premium compensation for missed rest periods; (6) failing to provide Aggrieved Employees true
17 and accurate itemized wage statements; (7) failing to reimburse Aggrieved Employees for necessary
18 business expenses; and (8) failing to pay Aggrieved Employees all wages owed upon separation
19 from employment.

20 4. Plaintiff, on behalf of the State of California, seeks to recover penalties and reasonable
21 attorneys' fees for these violations pursuant to Sections 2699(a) and (f) of the PAGA.

22 **PARTIES**

23 5. Plaintiff Dejuan Norman is an individual over the age of eighteen, and at all times
24 relevant to this Complaint was a resident of the State of California.

25 6. Plaintiff works for the Defendant as a Maintenance Mechanic in Crockett, County of
26 Contra Costa, California, since approximately October 31, 2017. Plaintiff was subject to one or more
27 of Defendant's alleged violations of California's labor laws, as set forth in this Complaint.

28 7. Plaintiff is informed, believes, and thereon alleges that Defendant C&H Sugar

1 Company, Inc. is a Delaware corporation registered to do business in the State of California and does
2 business in the State of California, including the County of Contra Costa.

3 8. Upon information and belief, C&H is a sugar processing and distribution company.
4 C&H operates a sugar refinery which processes about 70,000 tons of cane sugar per year, turning
5 the sugar canes into both sugar and molasses. C&H serves retail food, foodservice, and industrial
6 clients. Plaintiff is informed, believes, and thereon alleges that Defendant C&H employs hundreds
7 of Aggrieved Employees in California.

8 9. At all material times, Defendant has done business under the laws of California, has
9 places of business in the State of California, including in this County, and have employed Aggrieved
10 Employees in this County. Defendant is a “person(s)” as defined in Cal. Lab. Code § 18 and Cal.
11 Bus. & Prof. Code § 17201. Defendant is also an “employer” as that term is used in the California
12 Labor Code and the IWC Wage Orders.

13 10. Defendant employs Plaintiff and Aggrieved Employees because Defendant, directly
14 or indirectly, controls the employment terms, pay practices, timekeeping practices, and daily work
15 of Plaintiff and Aggrieved Employees.

16 **SUBJECT MATTER JURISDICTION AND VENUE**

17 11. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
18 Defendant conducts business and employs Aggrieved Employees in this County, and therefore the
19 liability and the cause, or some part of the cause, arose in this County.

20 12. This Court has jurisdiction over Plaintiff’s claims for penalties pursuant to the PAGA.
21 The Court also has jurisdiction over Defendant because it is a company authorized to do business in
22 the State of California, and because Defendant does in fact does business and employs workers in
23 the State of California.

24 **FACTUAL ALLEGATIONS**

25 13. Upon information and belief, C&H Sugar refines and processes raw sugar into refined
26 sugar and other products.

27 14. Plaintiff works for Defendant as an hourly-paid Maintenance Mechanic in Crockett,
28 County of Contra Costa, California, since approximately October 31, 2017. Although Plaintiff’s

1 shifts varied in length, Plaintiff usually worked approximately eight (8) hours or more per shift, for
2 approximately five (5) or more shifts per week. Plaintiff's weekly hours varied, but on average,
3 Plaintiff worked approximately forty (40) hours per week, or more.

4 15. Defendant pays Aggrieved Employees, including Plaintiff, on an hourly rate basis.
5 Plaintiff was compensated at an hourly rate of \$39.75.

6 16. Plaintiff is informed, believes, and thereon alleges that Defendant employs and has
7 employed hundreds of hourly, non-exempt workers similarly situated to Plaintiff in California.

8 17. Plaintiff is informed, believes, and based thereon, alleges that Aggrieved Employees
9 are employed by Defendant in a similar manner throughout the State of California, including in this
10 County, and perform work materially similar to Plaintiff.

11 18. Aggrieved Employees perform their jobs under Defendant's supervision using
12 materials and technology approved and supplied by Defendants.

13 19. Aggrieved Employees are required to follow and abide by Defendant's common work,
14 time, and pay policies and procedures in the performance of their jobs.

15 20. At the end of each pay period, Aggrieved Employees receive wages from Defendant
16 that are determined by common systems and methods that Defendant selects and controls.

17 21. Plaintiff is informed, believes, and thereon alleges that Defendant's policies and
18 practices have at all relevant times been similar for Plaintiff and Aggrieved Employees, regardless
19 of location, in the State of California. Upon information and belief, Aggrieved Employees worked
20 more than eight (8) hours per day and more than forty (40) hours in at least one workweek during
21 the one year before this Complaint was filed.

22 22. Defendant regularly fails to compensate Plaintiffs and Aggrieved Employees for all
23 hours worked, including minimum wage and overtime. Defendant routinely requires Plaintiff and
24 Aggrieved Employees to perform work off-the-clock and without compensation. Defendant requires
25 Plaintiff and Aggrieved Employees to arrive prior to their scheduled start time and complete pre-
26 shift tasks, including but not limited to donning safety gear ("PPE") and preparing for work before
27 being permitted to clock in for the beginning of each shift. Plaintiff and Aggrieved Employees are
28 therefore denied compensation for all hours worked, including overtime wages, in violation of the

1 California Labor Code.

2 23. Plaintiff is informed, believes, and thereon alleges that all non-exempt hourly
3 employees of Defendant are subject to the same or similar unlawful timekeeping and compensation
4 policies and practices.

5 24. Defendant regularly fails to provide Plaintiff and Aggrieved Employees with timely and
6 compliant meal periods. Defendant requires Plaintiff and Aggrieved Employees to keep radios on them
7 and be responsive at all times. As a result, Aggrieved Employees' meal periods are missed (as they are
8 on-duty), short, late and/or interrupted. Defendant does not provide Aggrieved Employees with
9 premium pay for these missed/short/late/interrupted meal periods. As a result, Aggrieved Employees
10 are not provided with duty-free, uninterrupted, and timely thirty-minute meal periods, nor do they
11 receive the proper premium payments for non-compliant meal breaks.

12 25. For the same reasons, Defendant regularly fails to provide Plaintiff and Aggrieved
13 Employees with uninterrupted, ten-minute rest periods, during which they should be completely
14 relieved of any duty. Plaintiff and Aggrieved Employees are not provided one (1) hour of premium
15 pay for each day they do not receive a compliant rest break.

16 26. Plaintiff is informed, believes, and thereon alleges that these meal and rest period
17 policies and practices have at all relevant times been similar for Plaintiff and Aggrieved Employees.

18 27. In addition, Defendant fails to reimburse Plaintiff and Aggrieved Employees for all
19 necessary business expenditures. For instance, Plaintiffs and Aggrieved Employees are required to
20 use their personal cell phone in the direct consequence of the discharge of their duties. Plaintiff and
21 Aggrieved Employees use their personal cell phones for direct communication between Defendant's
22 agents and Aggrieved Employees. Defendant does not reimburse for this cell phone use. Thus,
23 Defendant does not reimburse Plaintiff and Aggrieved Employees for any business expenditures,
24 even though it should be fully reimbursed under California law.

25 28. Plaintiff is informed, believes, and thereon alleges that all non-exempt hourly
26 employees of Defendant are subject to the same or similar unlawful business expenditures policies
27 and practices.

28 29. Defendant fails to provide Plaintiff and Aggrieved Employees with accurate itemized

1 wage statements because the statements do not reflect the correct amount of gross and net wages
2 earned (including regular and overtime wages for off-the-clock work, and premium wages for meal
3 and rest period violations), nor the correct total hours worked by Plaintiff and Aggrieved Employees.

4 30. Further, Defendant does not provide Aggrieved Employees, who are former workers
5 of Defendant, with full payment of all wages owed upon separation from employment. At the time
6 their employment ends, Aggrieved Employees are owed wages for all time worked, including regular
7 and overtime wages for off-the-clock work, and premium wages for meal and rest period violations;
8 yet, Defendant has failed to provide Aggrieved Employees with such payments within the required
9 time period. As a result, and pursuant to the California Labor Code, Defendant is subject to waiting
10 time penalties.

11 31. Plaintiff is informed, believes, and thereon alleges that Defendant's unlawful conduct
12 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout
13 Defendant's operations in the State of California.

14 **FIRST CAUSE OF ACTION**

15 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**

16 **(On Behalf of the State of California and Aggrieved Employees)**

17 32. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth
18 herein.

19 33. Cal. Lab. Code § 2699(a) provides:

20 Notwithstanding any other provision of law, any provision of this code that provides
21 for a civil penalty to be assessed and collected by the Labor and Workforce
22 Development Agency or any of its departments, divisions, commissions, boards,
23 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
24 through a civil action brought by an aggrieved employee on behalf of himself or herself
25 and to other current or former employees.

26 34. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
27 Defendant, alleged above, to provide Plaintiff and Aggrieved Employees timely wages in compliance
28 with Cal. Lab. Code § 204 in the amounts established by Cal. Lab. Code § 210.

35. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
Defendant, alleged above, to provide Plaintiff and Aggrieved Employees at least minimum wages in

1 compliance with Cal. Lab. Code § 1182.12 in the amounts established by Cal. Lab. Code § 1197.1.

2 36. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
3 Defendant, alleged above, to provide Plaintiff and Aggrieved Employees overtime wages in
4 compliance with Cal. Lab. Code § 510 in the amounts established by Cal. Lab. Code § 558.

5 37. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
6 Defendant, alleged above, to provide Plaintiff and Aggrieved Employees meal and/or rest periods
7 and/or premium wages in compliance with Cal. Lab. Code §§ 226.7 and 512 in the amounts established
8 by Cal. Lab. Code § 558. Alternatively, Plaintiff seeks civil penalties for unpaid timely meal and/or
9 rest premium wages pursuant to Cal. Lab. Code § 204 in the amounts established by Cal. Lab. Code §
10 210.

11 38. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
12 Defendant, alleged above, to provide Plaintiff and Aggrieved Employees an accurate, itemized wage
13 statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab. Code
14 § 226.3.

15 39. Plaintiff seeks civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by
16 Defendant, alleged above, to provide Plaintiff and Aggrieved Employees final pay in compliance with
17 Cal. Lab. Code §§ 201 and 202 in the amounts established by Cal. Lab. Code § 256.

18 40. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 20, 2024, Plaintiff
19 provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to
20 file this claim. On February 20, 2024, Plaintiff mailed Defendant a copy of such notice via certified
21 mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff has
22 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
23 Code § 2699.3(a).

24 41. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved
25 Employees, and himself as set forth in Cal. Lab. Code § 2699.

26 42. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for
27 the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys’ fees
28 and costs as set forth below.

43. Wherefore, Plaintiff requests relief as hereinafter provided.

SECOND CAUSE OF ACTION

Penalties Pursuant to Cal. Lab. Code § 2699(f)

(On Behalf of the State of California and Aggrieved Employees)

44. Plaintiff realleges and incorporates the foregoing paragraphs as though fully set forth herein.

45. Cal. Lab. Code § 2699(f) provides:

For all provisions of this code except those for which a civil penalty is specifically provided, there is established a civil penalty for a violation of these provisions, as follows: . . . (2) If, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.

46. To the extent that the Court finds that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiff alternatively seeks civil penalties pursuant to Cal. Lab. Code § 2699(f).

47. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees wages and meal and rest periods in compliance with Cal. Lab. Code § 1198.

48. Plaintiff also seeks civil penalties pursuant to Cal. Lab. Code § 2699(f) for each failure by Defendant, alleged above, to provide Plaintiff and Aggrieved Employees business reimbursements in compliance with Cal. Lab. Code § 2802.

49. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on February 20, 2024, Plaintiff provided the Labor and Workforce Development Agency (“LWDA”) with notice of his intention to file this claim. On February 20, 2024, Plaintiff mailed Defendant a copy of such notice via certified mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiff satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

50. Plaintiff seeks the aforementioned penalties on behalf of the State, other Aggrieved Employees, and himself as set forth in Cal. Lab. Code § 2699(g)(1).

51. Defendant is liable to Plaintiff, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiff is also entitled to an award of attorneys' fees and costs as set forth below.

52. Wherefore, Plaintiff requests relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

1. For the Court to declare, judge, and decree that Defendants have violated the Cal. Lab. Code as alleged herein;
2. For an order awarding the State of California, Plaintiff, and Aggrieved Employees civil penalties provided under the PAGA;
3. For an award of reasonable attorneys' fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
4. For all costs of suit; and
5. For such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Date: May 1, 2024

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DEMAND FOR JURY TRIAL

Plaintiff hereby demands a jury trial on all claims and issues for which Plaintiff is entitled to a jury.

Respectfully Submitted,

Date: May 1, 2024



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