

STANSBURY BROWN LAW, PC
DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
JESSICA FLORES (SBN 282669)
jflores@stansburybrownlaw.com
2610 ½ Abbot Kinney Blvd.
Venice, California 90291
Tel: (323) 204-3124

Attorneys for Plaintiff

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

RAFAEL BERBER AYALA, as an individual,
and on behalf of all others similarly situated,

Plaintiff,

v.

EL DORADO LAND, INC., a California
corporation; COTTONWOOD FARMS, INC.,
a California corporation; MOUREN FEEDING
COMPANY, a California corporation;
WHEAT LAND, INC., a California
corporation; COALINGA FEED YARD, INC.,
a California corporation; BEAR CANYON
FARMS, INC., a California corporation;
SPANISH LAKE FARMS, INC., a California
corporation; LOST HILLS RANCH, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

ELECTRONICALLY

FILED

BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KING'S COUNTY

04/02/2024

NOCONA SOBOLESKI, CLERK OF THE COURT
JEREMY ROCHA, DEPUTY



Case No. 24CU0135

CLASS ACTION COMPLAINT:

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 516);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*); AND**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*).**
- (8) **FAILURE TO PAY ALL AGREED-
UPON WAGES INCLUDING BONUS
WAGES ACCRUED (LABOR CODE
§ § 221-223)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Rafael Berber Ayala (hereinafter “Plaintiff”), as an individual, and on behalf of
2 all others similarly situated, hereby brings this Class Action Complaint against El Dorado Land,
3 Inc., a California corporation; Cottonwood Farms, Inc., a California corporation; Mouren
4 Feeding Company, a California corporation; Wheat Land, Inc., a California corporation; Coalinga
5 Feed Yard, Inc., a California corporation; Bear Canyon Farms, Inc., a California corporation;
6 Spanish Lake Farms, Inc., a California corporation; Lost Hills Ranch, Inc., a California
7 corporation; and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and
8 belief alleges as follows:

9 **JURISDICTION**

10 1. Plaintiff hereby brings this Class Action Complaint for recovery of unpaid wages
11 and penalties under California Business and Professions Code § 17200 *et seq.*, Labor Code §§
12 201-204, 221-223, 226 *et seq.*, 226.2, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198,
13 and Industrial Welfare Commission Wage Order 14 (“Wage Order 14”), in addition to seeking
14 declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil
15 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
16 Code because the amount in controversy exceeds this Court’s jurisdictional minimum.

17 **VENUE**

18 2. Venue is proper in this judicial district pursuant to California Code of Civil
19 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
20 occurred in the County of Kings. Defendants own, maintain offices, transact business, have an
21 agent or agents within the County of Kings, and/or otherwise are found within the County of
22 Kings, and Defendants are within the jurisdiction of this Court for purposes of service of process.

23 **PARTIES**

24 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
25 Plaintiff was and currently is a California resident. During the four years immediately preceding
26 the filing of the Complaint in this action and within the statute of limitations periods applicable
27 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
28 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of

herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code §§ 201-204, 221-223, 226 *et seq.*, 226.2, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, and California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and Wage Order 14, which sets employment standards for the agricultural industries.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business by performing farming operations in California and the United States, employed Plaintiff within Kings County and the state of California and, therefore, were (and are) doing business in Kings County and the State of California.

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon alleges, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

7. At all times herein mentioned, each of said Defendants participated in the doing of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the Defendants, and each of them, were the agents, servants, and employees of each and every one of the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned were acting within the course and scope of said agency and employment. Defendants, and each of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or omissions complained of herein.

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course

1 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
2 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and
3 all members of the Classes.

4 **GENERAL FACTUAL ALLEGATIONS**

5 9. Plaintiff began working for Defendants in approximately February 1994 and
6 continued working through approximately October 2023. Plaintiff was a supervisor's assistant
7 tasked with mechanic duties such as repairing a tractor, a plow, a booster or other agricultural
8 machine or machine part. He was also responsible for clearing weeds, driving between work
9 locations, including locations in Kings County, and placing tickets on almond trailers prior to
10 almond trailers being sent to packaging. During the almond season between approximately
11 August and October or November, Plaintiff generally worked Monday through Saturday from
12 approximately 6:30 a.m. through approximately 8:30 p.m. or up to 10:00 p.m. on multiple fields.
13 During the rest of the year, Plaintiff generally worked Monday through Saturday from
14 approximately 7:00 a.m. until 3:30 p.m. or until 5:00 p.m.

15 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
16 other non-exempt employees were not paid all wages earned and for all hours worked as
17 Defendants would not accurately keep track of their actual hours worked. Upon information and
18 belief, the time records maintained by Defendants were not reflective of the actual number of
19 hours that Plaintiff and other non-exempt employees actually worked. Generally, for most of the
20 year other than the almond season, Plaintiff's supervisor wrote down Plaintiff's hours and the
21 hours worked by other non-exempt employees. During the almond season, Plaintiff wrote down
22 his hours per his supervisor's instruction. Plaintiff's supervisor instructed Plaintiff that Plaintiff
23 could not write down his hours worked before 6:30 a.m. or receive compensation for that time
24 even though at least twice per week, during the almond season, Plaintiff worked at least 1.5 hours
25 prior to 6:30 a.m. placing tickets on almond trailers. Further, Defendants did not consistently
26 compensate Plaintiff and other non-exempt employees for their duties during the almond season
27 after 8:30 p.m. During the almond season, approximately three days per week, after 8:30 p.m.,
28 Plaintiff spent a couple of hours driving to Fresno and back. During the rest of the year, even

1 though Plaintiff and other non-exempt employees informed their supervisor that they worked
2 beyond 3:30 p.m. and until 5:00 p.m. at least twice per week, the supervisor often chose to ignore
3 their extra hours worked and only wrote down their pre-scheduled work hours.

4 11. Under Defendants' stated policies and Plaintiff's agreement with Defendants,
5 Plaintiff earned bonus wages and was entitled to bonuses at least at the end of each almond season.
6 Plaintiff was not paid all bonuses owed upon separation of employment and still has not received
7 them.

8 12. Plaintiff and other non-exempt employees worked overtime hours, based on the
9 requirements of Wage Order 14, but generally did not receive overtime compensation equal to
10 one and one-half times their regular rates of pay for all overtime hours worked. Further, as
11 described above, Defendants regularly excluded hours worked before the scheduled start time and
12 after the scheduled end time. The overtime pay amount to Plaintiff and other non-exempt
13 employees did not factor in the bonus that Plaintiff and other non-exempt employees received at
14 the end of each season into the regular rate of pay. As a result, Defendants failed to ensure that
15 Plaintiff and other non-exempt employees received proper overtime wages for all overtime hours
16 worked, in compliance with Wage Order 14.

17 13. Defendants did not provide Plaintiff and other non-exempt employees with a
18 legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally
19 compliant second meal period when they worked shifts longer than 10 hours. For example,
20 Plaintiff and other non-exempt employees did not receive a duty-free 30 minutes. Instead,
21 Defendants requested that Plaintiff and other non-exempt employees perform work tasks during
22 their 30-minute meal periods such as repairing a machine or going to the store to get machine
23 parts. As another example, Plaintiff and other non-exempt employees generally began their meal
24 periods at 12:00 p.m., more than 5 hours after their 6:30 a.m. start time during the almond season.
25 Also, Plaintiff and other non-exempt employees experienced frequent interruptions to their meal
26 periods preventing them from taking a duty-free 30-minute meal period. Even though Plaintiff
27 and other non-exempt employees often worked shifts in excess of 10 hours, Plaintiff and other
28

1 non-exempt employees were almost never permitted to exercise their right to a second meal
2 period, and were never informed of their right to do so. Despite Defendants' failure to provide
3 Plaintiff and other non-exempt employees with all lawful meal periods due to their uniform and
4 unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an
5 hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.
6 Upon information and belief, during at least a portion of the class period, Defendants maintained
7 no payroll code or another mechanism for the payment of meal period premiums in the event
8 Plaintiff and other non-exempt employees were not authorized to take lawful meal periods.

9
10 14. Even though Plaintiff and other non-exempt employees regularly worked beyond
11 12 hours in a work day, they were not authorized to take their second or third 10-minute rest
12 period. Defendants did not provide Plaintiffs and other non-exempt employees with an hour of
13 pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon
14 information and belief, during at least a portion of the class period, Defendants maintained no
15 payroll code or another mechanism for the payment of rest period premiums in the event Plaintiff
16 and other non-exempt employees were not authorized to take lawful rest periods.

17 15. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
18 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
19 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
20 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
21 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
22 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
23 only the last four digits of his or her social security number or an employee identification number
24 other than a social security number, (8) the name and address of the legal entity that is the
25 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
26 number of hours worked at each hourly rate by the employee.

27 16. Defendants have maintained inaccurate payroll records, failed to timely pay all
28 wages owed to employees, and failed to timely pay separating employees at the time of their

1 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure
2 to accurately compensate Plaintiff and other non-exempt employees for all minimum and
3 overtime wages, and failure to pay premium pay for failing to provide all required meal periods
4 and authorize all required rest periods.

5 17. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
6 by failing to provide Plaintiffs and other aggrieved employees written notices, in the language
7 normally used to communicate employment related information to the employees, containing
8 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
9 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
10 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
11 employer; vii) identifying information for the employer's workers' compensation insurance
12 carrier; and viii) information informing the employee of their right to accrue and use paid sick
13 leave. Despite maintaining an obligation to provide these disclosures to Plaintiffs and other
14 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

15 **CLASS ACTION ALLEGATIONS**

16 18. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
17 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 19 a. The Minimum Wage Class consists of all current and former non-exempt
20 employees of Defendants who performed work for Defendants in California
21 during the four years immediately preceding the filing of this lawsuit through the
22 present.
- 23 b. The Overtime Wage Class consists of all current and former non-exempt
24 employees of Defendants who performed work for Defendants in California who
25 worked overtime hours during the four years immediately preceding the filing of
26 this lawsuit through the present.
- 27 c. The Agreed-Upon Wage Class consists of all of Defendants' current and former
28 non-exempt employees in California who were paid less than all agreed-upon

wages owed, including bonuses accrued, during the four years immediately preceding the filing of this action through the present.

d. The Rest Period Class consists of all current and former non-exempt employees of Defendants in California who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of this lawsuit through the present.

e. The Meal Period Class consists of all current and former non-exempt employees of Defendants who performed work for Defendants in California who: (i) worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work, and who do not have a corresponding meal period premium payment made for such shifts and/or (ii) worked at least one shift in excess of 10.0 hours without a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work, and who do not have a corresponding meal period premium for such shifts during the four years preceding the filing of this lawsuit through the present.

f. The Wage Statement Class consists of all members of all current and former non-exempt employees of Defendants in California who received a wage statement from Defendants during the one year immediately preceding the filing of this lawsuit through the present.

g. The Waiting Time Class consists of all of Defendants' formerly employed non-exempt employees in California who were subject to Defendants' timekeeping systems and/or practices, during the three years immediately preceding the filing of this lawsuit through the present.

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number

greater than forty (40) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

- i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194, 1194.2, and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and Wage Order 14 by requiring members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;
- iv. Whether Defendants provided all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- vi. Whether Defendants failed to pay the members of the Agreed-Upon Wage Class all agreed-upon wages including bonuses accrued, pursuant to Labor Code §§ 221-223;
- vii. Whether Defendants provided accurate, itemized wage statements to members of the Classes; and
- viii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were lawful.

1 21. **Predominance of Common Questions:** Common questions of law and fact
2 predominate over questions that affect only individual members of the Classes. The common
3 questions of law set forth above are numerous and substantial and stem from Defendants' policies
4 and/or practices applicable to each individual class member, such as Defendants' uniform
5 timekeeping policies and practices, meal and rest period policies and practices, wage statement
6 policies and practices, and the policies and practices regarding the timely payment of final wages.
7 As such, the common questions predominate over individual questions concerning each
8 individual class member's showing as to his or her eligibility for recovery or as to the amount of
9 his or her damages.

10 22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
11 Plaintiff was employed by Defendants as a non-exempt employee in California during the
12 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
13 herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal and rest period
14 and timekeeping policies and practices, was provided inaccurate wage statements, and was not
15 paid all wages earned at the time of his separation of employment.

16 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
17 to represent fairly and adequately the interests of the members of the Classes. Moreover,
18 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
19 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
20 and-hour class actions in state and federal courts in the past and are committed to vigorously
21 prosecuting this action on behalf of the members of the Classes.
22

23 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
24 an important public interest in establishing minimum working conditions and standards in
25 California. These laws and labor standards protect the average working employee from
26 exploitation by employers who have the responsibility to follow the laws and who may seek to
27 take advantage of superior economic and bargaining power in setting onerous terms and
28 conditions of employment. The nature of this action and the format of laws available to Plaintiff

1 and members of the Classes make the class action format a particularly efficient and appropriate
2 procedure to redress the violations alleged herein. If each employee were required to file an
3 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
4 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
5 their vastly superior financial and legal resources. Moreover, requiring each member of the
6 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
7 employees who would be disinclined to file an action against their former and/or current employer
8 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
9 employment. Further, the prosecution of separate actions by the individual class members, even
10 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
11 with respect to the individual class members against Defendants herein; and which would
12 establish potentially incompatible standards of conduct for Defendants; and/or legal
13 determinations with respect to individual class members which would, as a practical matter, be
14 dispositive of the interest of the other class members not parties to adjudications or which would
15 substantially impair or impede the ability of the class members to protect their interests. Further,
16 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
17 individual prosecution considering all of the concomitant costs and expenses attending thereto.
18 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
19 Civil Procedure.
20

21 **FIRST CAUSE OF ACTION**

22 **MINIMUM WAGE VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

25 26. Wage Order 14, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
26 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
27 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
28 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with

1 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
2 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
3 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
4 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
5 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
6 and Wage Order 14.

7 27. California Labor Code § 1198 makes unlawful the employment of an employee
8 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
9 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
10 those employees the balance of the unpaid wages as well as liquidated damages in an amount
11 equal to the wages due and interest thereon.

12 28. As a direct and proximate result of Defendants' unlawful conduct as alleged
13 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
14 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
15 entitled to recover economic and statutory damages and penalties and other appropriate relief as
16 a result of Defendants' violations of the California Labor Code and Wage Order 14.

17 29. Defendants' practice and uniform administration of corporate policy regarding
18 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
19 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
20 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
21 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
22 Procedure § 1021.5.

23 **SECOND CAUSE OF ACTION**

24 **FAILURE TO PAY ALL OVERTIME WAGES**

25 **(AGAINST ALL DEFENDANTS)**

26 30. Plaintiff re-allege and incorporates by reference all previous paragraphs.

27 31. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
28 and 1198, which provide that non-exempt employees are entitled to overtime wages for all

overtime hours worked, and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

32. At all times relevant herein, Defendants were required to properly compensate Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 14. Wage Order 14, § 3 requires an employer to pay overtime wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth in the Wage Order.

33. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 14, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

34. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

35. Plaintiff is informed and believe, and based thereon allege, that Defendants failed in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class with all legally compliant meal periods in accordance with the mandates of the California Labor Code and Wage Order 14, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal Period Class at their respective regular rate of pay, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

36. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 14, and Civil Code §§ 3287(b) and 3289.

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1 **FOURTH CAUSE OF ACTION**

2 **REST PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 37. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 38. Wage Order 14, § 12 and California Labor Code §§ 226.2, 226.7 and 516 establish
6 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
7 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

8 39. As alleged herein, Defendants failed to authorize and permit Plaintiffs and
9 members of the Rest Period Class to take all legally compliant rest periods.

10 40. The foregoing violations create an entitlement to recovery by Plaintiffs and
11 members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount
12 of rest period premiums owing, including interest thereon, as well as statutory penalties, civil
13 penalties, and costs of suit according to California Labor Code §§ 226.7, 516, and Civil Code §§
14 3287(b) and 3289.

15 **FIFTH CAUSE OF ACTION**

16 **WAITING TIME PENALTIES**

17 **(AGAINST ALL DEFENDANTS)**

18 41. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

19 42. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
20 an employer to pay all wages immediately at the time of termination of employment in the event
21 the employer discharges the employee or the employee provides at least 72 hours of notice of
22 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
23 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
24 employee's last date of employment.

25 43. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class
26 all final wages due to them at the time of their separation including, among other things, unpaid
27 and/or underpaid overtime and minimum wages owed, and meal and rest period premium wages.
28 Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform

1 policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all
2 earned wages at the end of employment in a timely manner pursuant to the requirements of Labor
3 Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of
4 Labor Code § 203.

5 44. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their
6 earned wages upon separation from employment results in a continued payment of wages up to
7 thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time
8 Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees
9 and costs of suit.

10 **SIXTH CAUSE OF ACTION**

11 **WAGE STATEMENT VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 45. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 46. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
16 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
17 number of hours worked, and meal and rest period premiums in violation of Labor Code § 226 et
18 seq.

19 47. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with
20 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
21 among other things, the non-payment of all minimum wages, overtime wages, meal and rest
22 period premium wages, and deprived them of the information necessary to identify the
23 discrepancies in Defendants' reported data.

24 48. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage
25 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226
26 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
27 according to California Labor Code § 226 et seq.

28 ///

1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 49. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

5 50. Defendants have engaged and continue to engage in unfair and/or unlawful
6 business practices in California in violation of California Business and Professions Code § 17200
7 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all
8 required meal and rest periods, or pay premium payments in lieu thereof, failing to furnish
9 accurate, itemized wage statements, failing to reimburse for necessary business expenses, and
10 willfully failing to timely pay Plaintiff and members of the Waiting Time class all final wages
11 due upon separation of employment.

12 51. Defendants' utilization of these unfair and/or unlawful business practices deprived
13 Plaintiff and continues to deprive members of the Classes of compensation to which they are
14 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
15 over Defendants' competitors who have been and/or are currently employing workers and
16 attempting to do so in honest compliance with applicable wage and hour laws.

17 52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
18 herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of
19 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
20 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

21 53. The acts complained of herein occurred within the last four years immediately
22 preceding the filing of the Complaint in this action.

23 54. Plaintiff is compelled to retain the services of counsel to file this court action to
24 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
25 of Defendants' current non-exempt employees, and to enforce important rights affecting the
26 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
27 which he is entitled to recover under Code of Civil Procedure § 1021.5.

28 ///

EIGHTH CAUSE OF ACTION
FAILURE TO PAY ALL AGREED-UPON WAGES INCLUDING BONUS WAGES
ACCRUED
(AGAINST ALL DEFENDANTS)

55. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

56. This cause of action is brought pursuant to Labor Code §§ 204 and 221-223 which provide that all non-exempt employees are entitled to be paid all agreed-upon wages owed, inclusive of bonus wages accrued and provide a right of action for the failure to pay all agreed-upon wages owed for all work performed.

57. At all times relevant herein, Defendants were required to properly compensate Plaintiff and the members of the Agreed-Upon Wage Class for all hours worked at the agreed-upon wages, inclusive of bonus wages accrued, pursuant to California Labor Code §§ 221-223. At all relevant times herein, Defendants required Plaintiff and the members of the Agreed-Upon Wage Class to remain under Defendants' control and perform work without paying them all agreed-upon wages owed, including bonus wages accrued, which resulted in Plaintiff and the members of the Agreed-Upon Wage Class earning less than all agreed-upon wages owed for their work. This pattern and practice by Defendants of failing to pay all agreed-upon wages owed, inclusive of bonus wages for all work performed violates the Labor Code and constitutes unjust enrichment.

58. Pursuant to Labor Code § 204, all wages earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer at the regular pay days. 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.

59. Pursuant to Labor Code § 204.1, commission wages paid to any person by an employer are due and payable once during each calendar month on a day designated in advance by the employer as the regular payday.

60. Plaintiff and other non-exempt employees earned agreed-upon wages including bonus wages through their employment.

61. Defendants have refused to pay all of Plaintiff's agreed-upon wages including bonus wages accrued. Defendants' failure to pay all agreed-upon wages including bonus wages accrued was intentional and without cause or other reason.

62. The foregoing practices and policies are unlawful and create entitlement to recovery by Plaintiff and the members of the Agreed-Upon Wage Class in a civil action for the unpaid amount of agreed-upon wages owing, including interest thereon, as well as statutory penalties, and attorneys' fees and costs of suit, pursuant to Labor Code §§ 204, 318.5, 218.6, 221, and 558, and California Code of Civil Procedure § 1021.5.

PRAYER

WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf -this suit brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and Wage Order 14 § 5(A);
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 14 § 5(A);
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;

1 10. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or
2 property unlawfully acquired by Defendants by means of any acts or practices declared by this
3 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

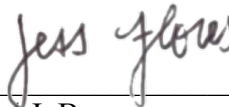
4 11. Upon the Eighth Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 204 and 221-223;

6 12. Prejudgment interest on all due and unpaid wages pursuant to California Labor
7 Code § 218.6 and Civil Code §§ 3287 and 3289;

8 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
9 §226, and Code of Civil Procedure § 1021.5; and

10 14. For such other and further relief the Court may deem just and proper.
11
12

13 Respectfully submitted,
Dated: April 2, 2024 STANSBURY BROWN LAW, PC

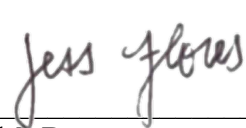
14
15 By: 

16 Daniel J. Brown
17 Jessica Flores
18 Attorneys for Plaintiff
19

20 **DEMAND FOR JURY TRIAL**

21 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
22

23 Respectfully submitted,
Dated: April 2, 2024 STANSBURY BROWN LAW, PC

24
25 By: 

26 Daniel J. Brown
27 Jessica Flores
28 Attorneys for Plaintiff