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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF COLUSA**

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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF COLUSA**

12
13 LIONEL LUNA, individually, and on
14 behalf of other members of the general
15 public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

16 Plaintiff,

17 vs.

18 ALSCO - GEYER IRRIGATION, INC., a
19 California corporation; and DOES 1
through 10, inclusive,

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21 Defendants.
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Case No.: CV24749

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code § 227.3 (Failure to Pay Vested Vacation Time Upon Termination);
- (7) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);

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- (8) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Lionel Luna, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt, hourly
9 paid employees and received at least one wage statement and against whom one or more
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,
13 and restitution sought by Plaintiff exceed the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial. This Court has jurisdiction over this action
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,
17 penalties, and other relief sought in this action does not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information
25 and belief, two-thirds or more of the class members and Defendants are citizens of California
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought
28 against Defendants whose violations of California wage and hour laws form a significant basis

1 for Plaintiff's claims; and (d) no other class action has been filed within the past three (3) years
2 on behalf of the same proposed class against Defendants asserting the same or similar factual
3 allegations.

4 3. Venue is proper in this Court because Defendants employ persons in this county,
5 and employed Plaintiff in this county, and thus a substantial portion of the transactions and
6 occurrences related to this action occurred in this county.

7 **THE PARTIES**

8 4. Plaintiff Lionel Luna is a resident of Woodland, in Yolo County, California.
9 Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately
10 May 2015 to September 2023. Plaintiff worked for Defendants as a Service Tech, Pump Truck
11 Supervisor, and Electrical Supervisor. During his employment, Plaintiff typically worked ten
12 (10) hours or more per day and six (6) days or more per week. Plaintiff's primary job duties
13 included, without limitation, attending to submersible irrigation pump service and repair
14 requests, troubleshooting issues with clients, and monitoring the submersible irrigation pump
15 installation work.

16 5. ALSCO - GEYER IRRIGATION, INC. was and is, upon information and belief,
17 a California corporation, and at all times hereinafter mentioned, an employer whose employees
18 are engaged throughout this county and the State of California.

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

23 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
24 were the partners, agents, owners, or managers of ALSCO - GEYER IRRIGATION, INC. at all
25 relevant times.

26 8. Plaintiff is informed and believes, and thereon alleges, that each and all of the
27 acts and omissions alleged herein was performed by, or is attributable to ALSCO - GEYER
28 IRRIGATION, INC. and/or DOES 1 through 10 (collectively, "Defendants" or "AGI"), each

1 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
2 each of the other co-Defendants and was acting within the course and scope of such agency,
3 employment, joint venture, or concerted activity with legal authority to act on the others' behalf.
4 The acts of any and all Defendants were in accordance with, and represent, the official policy
5 of Defendants.

6 9. At all relevant times, Defendants, and each of them, ratified each and every act
7 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
8 and abetted the acts and omissions of each and all the other Defendants in proximately causing
9 the damages herein alleged.

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

13 **GENERAL ALLEGATIONS**

14 11. Defendants are an irrigation sales and service company based out of Arbuckle,
15 California which serves communities and agricultural operations throughout central and
16 northern California. Upon information and belief, Defendants maintain a single, centralized
17 Human Resources ("HR") department at their company headquarters in Arbuckle, California,
18 which is responsible for the recruiting and hiring of new employees, and communicating and
19 implementing Defendants' company-wide policies, including timekeeping policies and meal
20 and rest period policies, to employees throughout California.

21 12. In particular, Plaintiff and class members, on information and belief, received
22 the same standardized documents and/or written policies. Upon information and belief, the
23 usage of standardized documents and/or written policies, including new-hire documents,
24 indicate that Defendants dictated policies at the corporate level and implemented them
25 company-wide, regardless of their employees' assigned locations or positions. Upon
26 information and belief, Defendants set forth uniform policies and procedures in several
27 documents provided at an employee's time of hire.

28 13. Upon information and belief, Defendants maintain a centralized Payroll

1 department at their company headquarters in Arbuckle, California, which processes payroll for
2 all non-exempt, hourly paid employees working for Defendants at their various locations in
3 California, including Plaintiff and class members. Based upon information and belief,
4 Defendants issue the same formatted wage statements to all non-exempt, hourly paid employees
5 in California, irrespective of their work locations. Upon information and belief, Defendants
6 process payroll for departing employees in the same manner throughout the State of California,
7 regardless of the manner in which each employee's employment ends.

8 14. Defendants continue to employ non-exempt or hourly paid employees in
9 California.

10 15. Plaintiff is informed and believes, and thereon alleges, that at all times herein
11 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
12 advisors knowledgeable about California labor and wage law, employment and personnel
13 practices, and about the requirements of California law.

14 16. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
15 members were not paid for all hours worked because all hours worked were not recorded.

16 17. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive certain wages for
18 overtime compensation and that they were not receiving certain wages for overtime
19 compensation.

20 18. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that Plaintiff and class members were entitled to be paid at a regular rate of
22 pay, and corresponding rates of pay for overtime wages and/or meal and rest period premiums,
23 that included as eligible income all remuneration required by law, including but not limited to,
24 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
25 compensation, but failed to include all forms of remuneration in calculating the regular rate of
26 pay for Plaintiff and class members.

27 19. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and class members were entitled to receive at least minimum

1 wages for compensation and that they were not receiving at least minimum wages for work that
2 was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff and
3 class members were not paid at least minimum wages for work done off-the-clock.

4 20. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and class members were entitled to meal periods in accordance
6 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
7 additional hour of pay at their regular rates of pay when they were not provided with timely,
8 uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members were not
9 provided with all meal periods or payment of one (1) additional hour of pay at their regular rates
10 of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal period.

11 21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to rest periods in accordance
13 with the California Labor Code and applicable IWC Wage Order or payment of one (1)
14 additional hour of pay at their regular rates of pay when they were not authorized and permitted
15 to take a compliant rest period and that Plaintiff and class members were not authorized and
16 permitted to take compliant rest periods or provided with payment of one (1) additional hour of
17 pay at their regular rates of pay when they were not authorized and permitted to take a compliant
18 rest period.

19 22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
20 should have known that Plaintiff and class members were entitled to receive complete and
21 accurate wage statements in accordance with California law. In violation of the California
22 Labor Code, Plaintiff and class members were not provided complete and accurate wage
23 statements.

24 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
25 should have known that they had a duty to maintain accurate and complete payroll records in
26 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
27 knowingly, and intentionally failed to do so.

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

1 should have known that they were required to pay departing employees all vested vacation
2 wages that were owed to them at the end of their employment. In violation of the California
3 Labor Code, Defendants failed to pay Plaintiff and class members all vested vacation time at
4 the end of their employment, causing a forfeiture of vested vacation wages.

5 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
6 should have known that Plaintiff and class members were entitled to timely payment of all
7 wages earned upon termination of employment. In violation of the California Labor Code,
8 Plaintiff and class members did not receive payment of all wages due, including, but not limited
9 to, overtime wages, minimum wages, meal and rest period premiums, vested vacation wages,
10 and/or sick leave pay, within permissible time periods.

11 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
12 should have known that Plaintiff and class members were entitled to timely payment of wages
13 during their employment. In violation of the California Labor Code, Plaintiff and class members
14 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
15 wages, meal and rest period premiums, and/or sick leave pay, within permissible time periods.

16 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive sick leave benefits
18 to be paid at a regular rate of pay, that included, as eligible income, all income derived from
19 incentive pay, nondiscretionary bonuses, and/or other forms of compensation. In violation of
20 the California Labor Code, Defendants failed to include all forms of remuneration in calculating
21 the regular rate of pay for sick leave pay.

22 28. Plaintiff is informed and believes, and thereon alleges, that at all times herein
23 mentioned, Defendants knew or should have known that Defendants had a duty to provide
24 Plaintiff and class members with written notice of the material terms of their employment with
25 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

26 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
28 and class members for all hours worked, and that Defendants had the financial ability to pay

1 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
2 represented to Plaintiff and class members that they were properly denied wages, all in order to
3 increase Defendants' profits.

4 **PAGA REPRESENTATIVE ALLEGATIONS**

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

11 31. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
12 "any person who was employed by the alleged violator and personally suffered each of the
13 violations alleged."

14 32. Plaintiff and other current and former employees of Defendants are "aggrieved
15 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants' current
16 or former employees and each of the alleged violations were committed against them.

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

- 20 (a) The aggrieved employee or representative shall give written notice by
21 online filing with the LWDA and by certified mail to the employer of the
22 specific provisions of the California Labor Code alleged to have been
23 violated, including the facts and theories to support the alleged violation.
- 24 (b) An aggrieved employee's notice filed with the LWDA pursuant to
25 2699.3(a) and any employer response to that notice shall be accompanied
26 by a filing fee of seventy-five dollars (\$75).
- 27 (c) The LWDA shall notify the employer and the aggrieved employee or
28 representative by certified mail that it does not intend to investigate the

1 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
2 postmark date of the aggrieved employee’s notice. Upon receipt of the
3 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
4 calendar days of the postmark date of the aggrieved employee’s notice,
5 the aggrieved employee may commence a civil action pursuant to
6 California Labor Code section 2699 to recover civil penalties.

7 34. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
8 through Plaintiff, may pursue a civil action arising under PAGA for violations of any provision
9 other than those listed in Section 2699.5 after the following requirements have been met:

10 (a) The aggrieved employee or representative shall give written notice by
11 online filing with the LWDA and by certified mail to the employer of the
12 specific provisions of the California Labor Code alleged to have been
13 violated (other than those listed in Section 2699.5), including the facts
14 and theories to support the alleged violation.

15 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
16 2699.3(c) and any employer response to that notice shall be accompanied
17 by a filing fee of seventy-five dollars (\$75).

18 (c) The employer may cure the alleged violation within thirty-three (33)
19 calendar days of the postmark date of the notice sent by the aggrieved
20 employee or representative. The employer shall give written notice
21 within that period of time by certified mail to the aggrieved employee or
22 representative and by online filing with the LWDA if the alleged violation
23 is cured, including a description of actions taken, and no civil action
24 pursuant to Section 2699 may commence. If the alleged violation is not
25 cured within the 33-day period, the aggrieved employee may commence
26 a civil action pursuant to Section 2699.

27 35. On July 31, 2024, Plaintiff provided written notice by online filing to the LWDA
28 and by Certified Mail to Defendants of the specific provisions of the California Labor Code

1 alleged to have been violated, including facts and theories to support the alleged violations, in
2 accordance with California Labor Code section 2699.3. Plaintiff's written notice was
3 accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA
4 Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case
5 Number LWDA-CM-1042889-24. A true and correct copy of Plaintiff's written notice to the
6 LWDA and Defendants is attached hereto as "Exhibit 1."

7 36. As of the filing date of this complaint, over 65 days have passed since Plaintiff
8 sent the notice described above to the LWDA, and the LWDA has not responded that it intends
9 to investigate Plaintiff's claims and Defendants have not cured the violations.

10 37. Thus, Plaintiff has satisfied the administrative prerequisites under California
11 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
12 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 246, 510,
13 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

14 38. Labor Code section 558(a) provides "[a]ny employer or other person acting on
15 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
16 provision regulating hours and days of work in any order of the Industrial Welfare Commission
17 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
18 each underpaid employee for each pay period for which the employee was underpaid (2)
19 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
20 each pay period for which the employee was underpaid" Labor Code section 558(c)
21 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
22 criminal penalty provided by law."

23 39. Defendants, at all times relevant to this complaint, were employers or persons
24 acting on behalf of an employer(s) who violated Plaintiff's and other aggrieved employees'
25 rights by violating various sections of the California Labor Code as set forth above.

26 40. As set forth below, Defendants have violated numerous provisions of both the
27 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
28 Order.

41. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), and 2699.5, and section 558, Plaintiff, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

CLASS ACTION ALLEGATIONS

42. Plaintiff brings this action on his own behalf, as well as on behalf of each and all other persons similarly situated, and thus seeks class certification under California Code of Civil Procedure section 382.

43. All claims alleged herein arise under California law for which Plaintiff seeks relief authorized by California law.

44. Plaintiff's proposed class consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California, within four years prior to the filing of the initial complaint until the date of trial ("Class").

45. Plaintiff's proposed subclass consists of and is defined as follows:

All persons who worked for Defendants as non-exempt, hourly paid employees in California and who received at least one wage statement within one (1) year prior to the filing of the initial complaint until the date of trial ("Subclass").

46. Members of the Class and Subclass are referred to herein as "class members."

47. Plaintiff reserves the right to redefine the Class and Subclass and to add additional subclasses as appropriate based on further investigation, discovery, and specific theories of liability.

48. There are common questions of law and fact as to class members that predominate over questions affecting only individual members, including, but not limited to:

- (a) Whether Defendants required Plaintiff and class members to work over eight (8) hours per day, over twelve (12) hours per day, or over forty (40) hours per week and failed to pay all legally required overtime

1 compensation to Plaintiff and class members;

2 (b) Whether Defendants failed to include all forms of remuneration in the
3 regular rate of pay as required by law for purposes of paying overtime
4 wages and/or meal and rest period premiums to Plaintiff and class
5 members

6 (c) Whether Defendants failed to pay Plaintiff and class members at least
7 minimum wages for all hours worked;

8 (d) Whether Defendants failed to provide Plaintiff and class members with
9 meal periods;

10 (e) Whether Defendants failed to authorize and permit Plaintiff and class
11 members to take rest periods;

12 (f) Whether Defendants provided Plaintiff and class members with complete
13 and accurate wage statements as required by California Labor Code
14 section 226(a);

15 (g) Whether Defendants maintained accurate payroll records as required by
16 California Labor Code section 1174(d);

17 (h) Whether Defendants failed to pay Plaintiff and class members all vested
18 vacation time as wages at their final rate in accordance with the terms and
19 conditions of Defendants' employment contract and/or policy;

20 (i) Whether Defendants failed to pay earned overtime wages, minimum
21 wages, meal and rest period premiums, vested vacation wages, and/or sick
22 leave pay due to Plaintiff and class members upon their discharge;

23 (j) Whether Defendants failed timely to pay overtime wages, minimum
24 wages, meal and rest period premiums, and/or sick leave pay due to
25 Plaintiff and class members during their employment;

26 (k) Whether Defendants failed to properly calculate the regular rate of pay
27 upon which Plaintiff's and class members' sick leave rate of pay was
28 based;

- 1 (l) Whether Defendants failed to provide written notice of information
2 material to Plaintiff's and class members' employment with Defendants;
3 (m) Whether Defendants engaged in unlawful and unfair business practices in
4 violation of California Business & Professions Code sections 17200, *et*
5 *seq.*; and
6 (n) The appropriate amount of damages, restitution, or monetary penalties
7 resulting from Defendants' violations of California law.

8 49. There is a well-defined community of interest in the litigation and the class
9 members are readily ascertainable:

- 10 (a) Numerosity: The class members are so numerous that joinder of all
11 members would be unfeasible and impractical. The membership of the
12 entire class is unknown to Plaintiff at this time; however, the class is
13 estimated to be greater than one hundred (100) individuals and the
14 identity of such membership is readily ascertainable by inspection of
15 Defendants' employment records.
16 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
17 the interests of each class member with whom he has a well-defined
18 community of interest, and Plaintiff's claims (or defenses, if any) are
19 typical of all class members as demonstrated herein.
20 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
21 the interests of each class member with whom he has a well-defined
22 community of interest and typicality of claims, as demonstrated herein.
23 Plaintiff acknowledges that he has an obligation to make known to the
24 Court any relationship, conflicts or differences with any class member.
25 Plaintiff's attorneys, the proposed class counsel, are versed in the rules
26 governing class action discovery, certification, and settlement. Plaintiff
27 has incurred, and throughout the duration of this action, will continue to
28 incur costs and attorneys' fees that have been, are, and will be necessarily

1 expended for the prosecution of this action for the substantial benefit of
2 each class member.

3 (d) Superiority: The nature of this action makes the use of class action
4 adjudication superior to other methods. A class action will achieve
5 economies of time, effort, and expense as compared with separate
6 lawsuits, and will avoid inconsistent outcomes because the same issues
7 can be adjudicated in the same manner and at the same time for the entire
8 class.

9 (e) Public Policy Considerations: Employers in the State of California
10 violate employment and labor laws every day. Current employees are
11 often afraid to assert their rights out of fear of direct or indirect retaliation.
12 Former employees are fearful of bringing actions because they believe
13 their former employers might damage their future endeavors through
14 negative references and/or other means. Class actions provide the class
15 members who are not named in the complaint with a type of anonymity
16 that allows for the vindication of their rights while simultaneously
17 protecting their privacy.

18 **FIRST CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

20 **(Against all Defendants)**

21 50. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
22 and every allegation set forth above.

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

28 52. California Labor Code section 1198 and the applicable IWC Wage Order provide

1 that it is unlawful to employ persons without compensating them at a rate of pay either time-
2 and-one-half or two-times that person's regular rate of pay, depending on the number of hours
3 worked by the person on a daily or weekly basis.

4 53. Specifically, the applicable IWC Wage Order provides that Defendants are and
5 were required to pay Plaintiff and class members working more than eight (8) hours in a day or
6 more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all hours
7 worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

8 54. The applicable IWC Wage Order further provides that Defendants are and were
9 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
10 overtime compensation at a rate of two (2) times their regular rate of pay. An employee's
11 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
12 employee, including nondiscretionary bonuses and incentive pay.

13 55. California Labor Code section 510 codifies the right to overtime compensation
14 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
15 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
16 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
17 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
18 the seventh (7th) day of work.

19 56. During the relevant time period, Defendants willfully failed to pay all overtime
20 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and class
21 members were not paid overtime premiums for all of the hours they worked in excess of eight
22 (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours
23 in a week, because all hours worked were not recorded.

24 57. First, upon information and belief, during the relevant period, Defendants had a
25 company-wide policy and/or practice of improperly rounding employee clock-in and clock-out
26 times in their timekeeping system to the nearest quarter (0.25) of an hour. Defendants' rounding
27 policy resulted in the failure to compensate Plaintiff and class members fully for all hours
28 worked, causing Plaintiff and class members to not be paid overtime wages for all of the

1 overtime hours they actually worked. Upon information and belief, Defendants' rounding
2 policy was, and continues to be, unfair and has, over time, resulted in the underpayment of
3 wages to Plaintiff and class members. To the extent Defendants' rounding policy took away
4 time worked that was eligible for overtime, Plaintiff and class members were denied overtime
5 pay for all hours worked.

6 58. Second, on information and belief, because Defendants' timekeeping system was
7 integrated with the company's system for billing labor hours to customers, Plaintiff and class
8 members were often unable to record hours they worked. For instance, Plaintiff was sometimes
9 unable to record his hours worked on Defendants' timekeeping system, because Defendants'
10 payroll administrators had failed to create the necessary customer billing entry in a timely
11 manner. When Plaintiff attempted to report missing hours caused by this delay, Defendants'
12 payroll administrator would inform him it was too late to record those hours, as the labor hours
13 had already been billed to the customer. Consequently, Plaintiff and class members received
14 no compensation for this time.

15 59. Third, Defendants had, and continue to have, a company-wide policy and/or
16 practice requiring Plaintiff and class members to perform various work-related tasks while off-
17 the-clock outside of their shifts. For example, approximately once per month, Plaintiff was
18 required to spend about one (1) hour performing work-related administrative tasks, such as
19 creating materials lists and preparing estimates, while at home after his shifts, but was not
20 compensated for this this time spent working. Moreover, Plaintiff and class members were
21 required to respond to phone communications from potential customers, customers, and
22 Defendants' management before and after their shifts or on their days off. For instance,
23 approximately three (3) times per week, Plaintiff was required to answer work-related phone
24 calls from customers, while off-the-clock, to coordinate service appointments, discuss product
25 information, or troubleshoot issues, which could take up to thirty minutes. Thus, Defendants
26 failed to track the time Plaintiff and class members spent working outside of their shifts, and
27 Plaintiff and class members received no compensation for this time.

28 60. Fourth, Defendants had, and continue to have, company-wide policies and/or

1 practices of understaffing jobsites while assigning heavy workloads. Defendants' policies
2 and/or practices resulted in a failure to provide Plaintiff and class members with adequate meal
3 period coverage, and thus, Plaintiff and class members were not always afforded uninterrupted
4 30-minute meal periods during shifts when they were entitled to receive a meal period.
5 Defendants also had a practice of failing to schedule meal periods, which further caused Plaintiff
6 and class members to not be relieved of their duties for compliant meal periods. For example,
7 approximately three (3) times per week, Plaintiff worked through his meal periods to keep up
8 with the demands of work and complete his assigned duties, often eating meals while driving
9 between customer jobsites. As another example, Plaintiff's meal periods would be interrupted
10 by customers, potential customers, and Defendants' management calling him on his company-
11 owned cellular phone to discuss work-related matters. Thus, Plaintiff and class members
12 worked through meal periods and/or had meal periods cut short or interrupted in order to handle
13 their workloads. Defendants did not compensate Plaintiff and class members for the time they
14 spent working off the clock during unpaid meal periods.

15 61. Fifth, because Defendants frowned upon employees accruing meal period
16 penalties, Defendants' management pressured employees to record compliant meal periods on
17 their timesheets, upon threat of discipline, even when they had not received compliant meal
18 periods. Thus, Defendants did not record all hours worked during meal periods, and Plaintiff
19 and class members performed work during meal periods for which they were not paid.

20 62. Defendants knew or should have known that as a result of these company-wide
21 practices and/or policies, Plaintiff and class members were performing their assigned duties off-
22 the-clock before and after their shifts and during meal periods, and were suffered or permitted
23 to perform work for which they were not paid. Because Plaintiff and class members worked
24 shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-
25 clock work qualified for overtime premium pay. Therefore, Plaintiff and class members were
26 not paid overtime wages for all of the overtime hours they actually worked.

27 63. Moreover, Defendants did not pay Plaintiff and class members the correct
28 overtime rate for the recorded overtime hours that they generated. In addition to an hourly

1 wage, Defendants paid Plaintiff and class members incentive pay, nondiscretionary bonuses,
2 and/or other forms of remuneration. However, in violation of the California Labor Code,
3 Defendants failed to incorporate all compensation, including incentive pay, nondiscretionary
4 bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for
5 purposes of calculating the overtime wage rate. Therefore, during times when Plaintiff and
6 class members worked overtime and received these other forms of pay, Defendants failed to pay
7 all overtime wages by paying a lower overtime rate than required.

8 64. For example, Defendants paid Plaintiff and class members incentive pay and/or
9 nondiscretionary bonuses which were listed on Plaintiff's and class members' wage statements
10 as "Bonus." During pay periods that Plaintiff and class members were paid overtime wages,
11 Defendants did not incorporate the incentive pay and/or nondiscretionary bonuses into
12 Plaintiff's and class members' regular rate of pay and, as a result, paid them at incorrect and
13 lower rates of pay for overtime hours worked. Specifically, Defendants paid Plaintiff and class
14 members 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay.
15 Defendants' failure to properly calculate the overtime rates of pay based on all remuneration
16 paid has resulted in an underpayment of overtime wages to Plaintiff and class members on a
17 company-wide basis.

18 65. Defendants' failure to pay Plaintiff and class members the balance of overtime
19 compensation as required by California law, violates the provisions of California Labor Code
20 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
21 members are entitled to recover from Defendants their unpaid overtime compensation, as well
22 as interest, costs, and attorneys' fees.

23 **SECOND CAUSE OF ACTION**

24 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 25 **Minimum Wages** 26 **(Against all Defendants)**

27 66. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
28 and every allegation set forth above.

1 67. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
2 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
3 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
4 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as “the
5 time during which an employee is subject to the control of an employer, and includes all the
6 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
7 Code Regs. tit. 8, § 11070(2)(G) (defining “Hours Worked”).

8 68. As set forth above, Defendants had a company-wide policy and/or practice of
9 rounding Plaintiff’s and class members’ hourly clock-in and clock-out times in their
10 timekeeping system to the nearest quarter hour, resulting in the failure to compensate them for
11 all hours worked. Additionally, on information and belief, because Defendants’ timekeeping
12 system was integrated with the company’s system for billing labor hours to customers, and
13 Defendants failed to timely create the customer billing entries, Plaintiff and class members
14 would often be unable to record hours they worked.

15 69. As also stated, Defendants had a company-wide policy and/or practice requiring
16 Plaintiff and class members to perform work-related tasks while off-the-clock outside of their
17 shifts, such as performing administrative tasks or responding to phone communications from
18 customers and Defendants’ management. Defendants failed to track this time that Plaintiff and
19 class members spent working off-the-clock, and Plaintiff and class members received no
20 compensation for this time.

21 70. Further, as also stated, due to Defendants’ policies and/or practices of
22 understaffing jobsites while assigning heavy workloads, and failing to schedule meal periods,
23 Plaintiff and class members were impeded from taking all uninterrupted meal periods to which
24 they were entitled and were required to work off-the-clock during meal periods, have their meal
25 periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.
26 Moreover, as also stated, in order to prevent employees from accruing meal period penalties,
27 Defendants’ management pressured employees to record compliant meal periods when meal
28 periods were missed, short, and/or interrupted. Thus, Defendants systematically failed to pay

1 Plaintiff and class members for actual hours worked during unpaid meal periods because these
2 hours were not always correctly recorded.

3 71. Defendants did not pay minimum wages for all hours worked by Plaintiff and
4 class members. To the extent that these off-the-clock hours did not qualify for overtime
5 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
6 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

7 72. Defendants' failure to pay Plaintiff and class members minimum wages violates
8 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California
9 Labor Code section 1194.2, Plaintiff and class members are entitled to recover from Defendants
10 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

11 **THIRD CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

13 **Violations**

14 **(Against all Defendants)**

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

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

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

27 76. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a), and
28 the applicable IWC Wage Order also require employers to provide a second meal period of not

1 less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
2 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
3 hours worked is no more than twelve (12) hours, the second meal period may be waived by
4 mutual consent of the employer and the employee only if the first meal period was not waived.

5 77. As stated, Defendants had, and continue to have, company-wide policies and/or
6 practices of understaffing while assigning heavy workloads, which has resulted in a lack of meal
7 period coverage and prevented Plaintiff and class members from taking all timely, uninterrupted
8 meal periods to which they were entitled. Further, as stated, Defendants had a company-wide
9 practice and/or policy of failing to schedule meal periods, which further caused Plaintiff and
10 class members to not be relieved of their duties for compliant meal periods.

11 78. As a result, Plaintiff and class members had to work through all or part of their
12 meal periods, had their meal periods interrupted, and/or had to wait extended periods of time
13 before taking meal periods. For example, as stated, Plaintiff worked through his meal periods
14 about three (3) times per week to keep up with the demands of work and complete his assigned
15 duties, and often was forced to eat meals while driving between customer jobsites. As also
16 stated, Plaintiff's meal periods would be interrupted by customers, potential customers, and
17 Defendants' management calling him on his company-owned cellular phone to discuss work-
18 related tasks. Additionally, Plaintiff took his meal periods late, after the fifth hour of work, due
19 to the lack of coverage.

20 79. Also, as stated, because Defendants frowned upon employees accruing meal
21 period penalties, Defendants' management pressured employees to record compliant meal
22 periods on their timesheets, regardless of whether they had received a compliant meal period or
23 not, in order to strictly limit the meal penalties that would need to be paid by Defendants.

24 80. Additionally, Plaintiff and class members worked shifts in excess of ten (10)
25 hours without receiving an uninterrupted second 30-minute meal period. For example, during
26 his employment, Plaintiff sometimes worked shifts in excess of ten (10) or more hours per day,
27 but was not provided a second 30-minute meal period. Plaintiff and class members did not sign
28 valid meal period waivers on days that they were entitled to meal periods and were not relieved

1 of all duties.

2 81. At all times herein mentioned, Defendants knew or should have known that, as a
3 result of these policies, Plaintiff and class members were prevented from being relieved of all
4 duties and required to perform some of their assigned duties during meal periods. Defendants
5 further knew or should have known that Defendants did not pay Plaintiff and class members
6 meal period premiums when meal periods were missed, shortened, interrupted, and/or late.
7 Further, to the extent that Defendants' rounding policy reported that Plaintiff and class members
8 were provided with timely, full 30-minute meal periods when, in fact, the meal periods were
9 taken after the fifth hour of work or were less than 30 minutes, Plaintiff and class members did
10 not receive meal period penalties for these improperly rounded meal periods.

11 82. Moreover, Defendants engaged in a company-wide practice and/or policy of not
12 paying meal period premiums owed when compliant meal periods are not provided. Because
13 of this practice and/or policy, Plaintiff and class members have not received premium pay for
14 missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants did pay
15 Plaintiff and class members premium pay for missed, late, and interrupted meal periods,
16 Defendants did not pay Plaintiff and class members at the correct rate of pay for premiums
17 because Defendants systematically failed to include all forms of compensation, such as
18 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate
19 of pay. As a result, Defendants failed to provide Plaintiff and class members compliant meal
20 periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay
21 the full meal period premiums due.

22 83. Defendants' conduct violates the applicable IWC Wage Order, and California
23 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
24 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
25 rate of compensation for each work day that the meal period was not provided.

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FOURTH CAUSE OF ACTION
Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations
(Against all Defendants)

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

85. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff’s and class members’ employment by Defendants.

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

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

88. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and class members are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

89. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour

1 period worked or major fraction thereof. As with meal periods, Defendants' company-wide
2 practices, including understaffing and assigning heavy workloads, prevented Plaintiff and class
3 members from being relieved of all duty to take rest periods. Additionally, Defendants failed
4 to schedule rest periods, which, coupled with Defendants' failure to provide adequate rest period
5 coverage, further led to Plaintiff and class members not being authorized and permitted to take
6 rest periods.

7 90. Furthermore, upon information and belief, during the relevant time period,
8 Defendants maintained and implemented a company-wide on-premises rest period policy,
9 which effectively required that Plaintiff and class members remain on the work premises during
10 their rest periods. Because Plaintiff and class members were restricted from leaving the
11 premises during rest periods, they were denied the ability to use their rest periods freely for their
12 own purposes, such as running personal errands. Thus, Defendants effectively maintained
13 control over Plaintiff and class members during rest periods.

14 91. As a result of Defendants' practices and policies, Plaintiff and class members
15 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
16 receiving all uninterrupted rest periods to which they were entitled. For example, Plaintiff had
17 to forego all of his rest periods due to the lack of coverage and Defendants' failure to schedule
18 rest periods for employees.

19 92. Defendants have also engaged in a company-wide practice and/or policy of not
20 paying rest period premiums owed when compliant rest periods are not authorized and
21 permitted. Because of this practice and/or policy, Plaintiff and class members have not received
22 premium pay for all missed rest periods. Alternatively, to the extent that Defendants did pay
23 Plaintiff and class members one (1) additional hour of premium pay for missed rest periods,
24 Defendants did not pay Plaintiff and class members at the correct rate of pay for premium wages
25 because Defendants failed to include all forms of compensation, such as incentive pay,
26 nondiscretionary bonuses, and/or other forms of compensation, in the regular rate of pay. As a
27 result, Defendants denied Plaintiff and class members rest periods and failed to pay them rest
28 period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable

1 IWC Wage Order.

2 93. Defendants' conduct violates the applicable IWC Wage Order and California
3 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
4 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
5 compensation for each work day that a compliant rest period was not authorized and permitted.

6 **FIFTH CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage**
8 **Statements and Failure to Maintain Accurate Payroll Records**
9 **(Against all Defendants)**

10 94. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
11 and every allegation set forth above.

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

17 96. At all relevant times, Defendants have knowingly and intentionally provided
18 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For
19 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that
20 fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of
21 the legal entity that is the employer; and all applicable hourly rates in effect during the pay
22 period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid
23 sick leave, and the corresponding number of hours worked at each hourly rate. Specifically,
24 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

25 97. Because Defendants did not record the time Plaintiff and Subclass members spent
26 working off the clock, improperly rounded Plaintiff's and Subclass members' total hours
27 worked, and deducted time from their records for meal periods that were interrupted and/or
28 missed (and therefore time for which they should have been paid), Defendants did not list the

1 correct amount of gross wages and net wages earned by Plaintiff and Subclass members in
2 compliance with sections 226(a)(1) and 226(a)(5). For the same reason, Defendants failed to
3 accurately list the total number of hours worked by Plaintiff and Subclass members, in violation
4 of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay
5 period and the corresponding accurate number of hours worked at each hourly rate, in violation
6 of section 226(a)(9).

7 98. Moreover, because Defendants did not calculate Plaintiff's and Subclass
8 members' regular rate of pay correctly for purposes of paying overtime wages, meal and rest
9 period premiums, and/or paid sick leave, Defendants did not list the correct amount of gross
10 wages in compliance with section 226(a)(1). For the same reason, Defendants failed to list the
11 correct amount of net wages in violation of section 226(a)(5). Defendants also failed to
12 correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of
13 pay for overtime wages, meal and rest period premiums, and/or paid sick leave, in violation of
14 section 226(a)(9).

15 99. In addition, and separate from these violations, Defendants issued uniform wage
16 statements to Plaintiff and Subclass members that fail to list the correct address of the legal
17 entity of the actual employer in violation of Labor Code section 226(a)(8). The purpose of
18 section 226(a)(8) is to provide California employees with transparency as to the true identity of
19 their employer, to allow the employee to contact their employer during employment or in the
20 future for various reasons, including filing an administrative claim, judicial claim, or other
21 action to seek relief against their employer, obtain unemployment benefits, etc. This includes
22 providing employees with a physical address of the employer and not a Post Office Box.
23 Plaintiff's and Subclass members' wage statements incorrectly list the employer's address as
24 "PO BOX 111 ARBUCKLE, CA 95912" but, according to the California Secretary of State's
25 website, the correct address is "700 5TH STREET ARBUCKLE, CA 95912."

26 100. The wage statement deficiencies also include, among other things, failing to list
27 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
28 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for

1 which employees were paid; failing to list the name of the employee and only the last four digits
2 of his or her social security number or an employee identification number other than a social
3 security number; failing to list the name of the legal entity that is the employer; and/or failing
4 to state all hours worked as a result of not recording or stating hours worked off-the-clock.

5 101. California Labor Code section 1174(d) provides that “[e]very person employing
6 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
7 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
8 plants or establishments at which employees are employed, payroll records showing the hours
9 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
10 applicable piece rate paid to, employees employed at the respective plants or
11 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
12 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
13 members showing the daily hours they worked and the wages paid thereto as a result of failing
14 to record the off-the-clock hours that they worked and improperly rounding Plaintiff’s and
15 Subclass members’ total hours worked.

16 102. California Labor Code section 1198 provides that the maximum hours of work
17 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
18 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
19 of any employees for longer hours than those fixed by the order or under conditions of labor
20 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
21 are required to keep accurate time records showing when the employee begins and ends each
22 work period and meal period. During the relevant time period, Defendants engaged in company-
23 wide practices and/or policies of failing to record actual hours worked, and thereby failed to
24 keep accurate records of work period and meal period start and end times for Plaintiff and
25 Subclass members, in violation of section 1198. Also, in light of Defendants’ failure to provide
26 Plaintiff and Subclass members with second 30-minute meal periods to which they were
27 entitled, Defendants kept no records of meal start and end times for second meal periods.

28 103. Plaintiff and Subclass members are entitled to recover from Defendants the

greater of their actual damages caused by Defendants' failure to comply with California Labor Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per employee.

SIXTH CAUSE OF ACTION

Violation of California Labor Code § 227.3—Failure to Pay All Vested Vacation Time Upon Termination (Against all Defendants)

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

105. At all relevant times herein set forth, California Labor Code section 227.3 provides that whenever a contract of employment or employer policy provides for paid vacations, and an employee is terminated without having taken his or her vested vacation time, all vested vacation shall be paid to him or her as wages at his or her final rate in accordance with such contract of employment or employer policy respecting eligibility or time served.

106. During the relevant time period, Defendants had a company-wide policy and practice of failing to pay Plaintiff and class members vested vacation wages that were owed to them at the end of their employment, including all vested vacation wages that accrued during employees' final week(s) of employment, in violation of California Labor Code section 227.3. For example, on information and belief, Plaintiff had earned vested vacation pay until his employment with Defendants ended on or about September 21, 2023. However, Defendants only paid Plaintiff the balance of his accrued and unused vacation wages as of September 16, 2023, or at the end of his prior pay period. Defendants willfully and improperly paid Plaintiff and class members their unused and vested vacation wages through their second to last pay period worked. Defendants' failure to pay Plaintiff and class members all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation wages, in violation of California Labor Code section 227.3.

107. Plaintiff and class members are entitled to recover from Defendants their unpaid vested vacation wages due to them, plus interest.

SEVENTH CAUSE OF ACTION
Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon
Termination
(Against all Defendants)

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

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

110. On information and belief, Defendants have a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Plaintiff voluntarily resigned from his employment with Defendants on or about September 21, 2023. However, on information and belief, Defendants did not provide Plaintiff with his final wages until October 13, 2023, or later. Thus, Defendants failed to pay Plaintiff his final wages within seventy-two (72) hours of her leaving Defendants' employ, in violation of California Labor Code section 202.

111. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, meal and rest period premiums, vested vacation wages, and/or sick leave pay, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

112. Defendants' failure to pay Plaintiff and class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within

seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

EIGHTH CAUSE OF ACTION

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

Employment

(Against all Defendants)

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

114. This cause of action is dependent upon, and wholly derivative of, the overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay that were not timely paid to Plaintiff and class members during their employment.

115. At all times relevant herein set forth, Labor Code section 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

116. At all times relevant herein, Labor Code section 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

117. At all times relevant herein, Labor Code section 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

118. During the relevant time period, Defendants willfully failed to pay Plaintiff and class members all wages due including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within the time periods specified by California Labor Code section 204.

119. Defendants' failure to pay Plaintiff and class members all wages due violates Labor Code section 204. Plaintiff and class members are therefore entitled to recover from Defendants the statutory penalty wages pursuant to California Labor Code section 210.

NINTH CAUSE OF ACTION

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

(Against all Defendants)

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

121. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 227.3, 246, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2810.5.

122. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable IWC Wage Order for Defendants' failure to include all forms of remuneration in the regular rate of pay as required by law for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and other aggrieved employees, as alleged herein;

- 1 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
2 and the applicable IWC Wage Order for Defendants' failure to
3 compensate Plaintiff and other aggrieved employees with at least
4 minimum wages for all hours worked, as alleged herein;
- 5 (d) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
6 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
7 and other aggrieved employees with meal periods, as alleged herein;
- 8 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
9 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
10 and other aggrieved employees to take rest periods, as alleged herein;
- 11 (f) Violation of Labor Code sections 226(a) and 1198, and the applicable
12 IWC Wage Order for failure to provide accurate and complete wage
13 statements to Plaintiff and other aggrieved employees, as alleged herein;
- 14 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
15 IWC Wage Order for failure to maintain payroll records, as alleged
16 herein;
- 17 (h) Violation of Labor Code section 227.3 for failure to pay all vested
18 vacation time upon termination, as alleged herein;
- 19 (i) Violation of Labor Code sections 201 and 202 for failure to pay all earned
20 wages upon termination, as alleged herein;
- 21 (j) Violation of Labor Code section 204 for failure to pay all earned wages
22 during employment, as alleged herein;
- 23 (k) Violation of Labor Code section 246 for failure to properly calculate the
24 sick leave paid to Plaintiff and other aggrieved employees, as set forth
25 below; and
- 26 (l) Violation of Labor Code section 2810.5(a)(1)(A)-(C) for failure to
27 provide written notice of information material to Plaintiff's and other
28 aggrieved employees' employment with Defendants, as set forth below.

123. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. California Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) “[p]aid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]” or 2) “[p]aid sick time for nonexempt employees shall be calculated by dividing the employee’s total wages, not including overtime premium pay, by the employee’s total hours worked in the full pay periods of the prior 90 days of employment.

124. During the relevant time period, Defendants did not pay Plaintiff and other aggrieved employees the correct sick leave rates of pay. Defendants failed to correctly use either method of calculation under Labor Code section 246(l) to determine Plaintiff’s and other aggrieved employees’ sick leave rates of pay. As stated, in addition to an hourly wage, Defendants paid Plaintiff and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, Defendants failed to incorporate all remunerations, including incentive pay, and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Plaintiff and other aggrieved employees took sick leave and received these other forms of pay, Defendants failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, Defendants paid Plaintiff and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

125. Defendants’ failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l). Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

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

127. At all relevant times, on information and belief, Defendants failed, on a company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants’ failure to provide Plaintiff and other aggrieved employees with written notice of basic information regarding their employment with Defendants is in violation of Labor Code section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

TENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unlawful Business Practices

(Against all Defendants)

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

129. Defendants are “persons” as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

130. Defendants’ conduct, as alleged herein, has been, and continues to be, unfair,

1 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
2 suffered injury in fact and has lost money as a result of Defendants' unlawful business practices.
3 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
4 Code of Civil Procedure section 1021.5.

5 131. Defendants' activities, as alleged herein, are violations of California law, and
6 constitute unlawful business acts and practices in violation of California Business & Professions
7 Code sections 17200, *et seq.*

8 132. A violation of California Business & Professions Code sections 17200, *et seq.*
9 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
10 policies and practices have violated state law in at least the following respects:

- 11 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
12 class members, to work overtime without paying them proper
13 compensation in violation of California Labor Code sections 510 and
14 1198, and the applicable IWC Wage Order, as alleged herein;
- 15 (b) Failing to include all forms of remuneration in the regular rate of pay as
16 required by law for purposes of paying overtime wages and/or meal and
17 rest period premiums to Plaintiff and class members, in violation of
18 California Labor Code sections 226.7, 510, and 1198, and the applicable
19 IWC Wage Order, as alleged herein;
- 20 (c) Failing to pay at least minimum wage to Plaintiff and class members in
21 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
22 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 23 (d) Failing to provide all meal periods to Plaintiff and class members in
24 violation of California Labor Code sections 226.7, 512(a), 516, and 1198,
25 and the applicable IWC Wage Order, as alleged herein;
- 26 (e) Failing to authorize and permit Plaintiff and class members to take all rest
27 periods in violation of California Labor Code sections 226.7, 516, and
28 1198, and the applicable IWC Wage Order, as alleged herein;

- 1 (f) Failing to provide Plaintiff and class members with accurate wage
2 statements and failing to maintain accurate payroll records in violation of
3 California Labor Code sections 226(a), 1174(d), and 1198, and the
4 applicable IWC Wage Order, as alleged herein;
- 5 (g) Failing to pay all vested vacation wages to Plaintiff and class members
6 upon termination in violation of California Labor Code section 227.3, as
7 alleged herein;
- 8 (h) Failing timely to pay all earned wages to Plaintiff and class members in
9 violation of California Labor Code section 204, as alleged herein;
- 10 (i) Failing to properly calculate the sick leave paid to Plaintiff and class
11 members in violation of California Labor Code section 246(l), as set forth
12 below; and
- 13 (j) Failing to provide written notice of information material to Plaintiff's and
14 class members' employment with Defendants in violation of California
15 Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

16 133. At all relevant times herein, California Labor Code sections 245.5, 246, 246.5,
17 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more
18 days from the commencement of employment with paid sick days, to be accrued at least one
19 hour for every 30 hours worked. California Labor Code section 246(l) provides that an
20 employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time
21 for nonexempt employees shall be calculated in the same manner as the regular rate of pay for
22 the workweek in which the employee uses paid sick time, whether or not the employee actually
23 works overtime in that workweek[:]" or 2) "[p]aid sick time for nonexempt employees shall be
24 calculated by dividing the employee's total wages, not including overtime premium pay, by the
25 employee's total hours worked in the full pay periods of the prior 90 days of employment.

26 134. During the relevant time period, Defendants did not pay Plaintiff and class
27 members the correct sick leave rates of pay. Defendants failed to correctly use either method
28 of calculation under Labor Code section 246(l) to determine Plaintiff's and class members' sick

1 leave rates of pay. As stated, in addition to an hourly wage, Defendants paid Plaintiff and class
2 members incentive pay, nondiscretionary bonuses, and/or other forms of remuneration.
3 However, in violation of the California Labor Code, Defendants failed to incorporate all
4 remunerations, including incentive pay, and/or nondiscretionary bonuses, into the calculation
5 of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during
6 times when Plaintiff and class members took sick leave and received these other forms of pay,
7 Defendants failed to pay all sick leave benefits by paying a lower sick leave pay rate than
8 required. Specifically, Defendants paid Plaintiff and class members sick leave based on their
9 hourly rate of pay instead of their regular rate of pay.

10 135. Defendants' failure to properly calculate the sick leave rates of pay based on all
11 remuneration paid has resulted in an underpayment of sick leave benefits to Plaintiff and class
12 members on a company-wide basis in violation of Labor Code section 246(l).

13 136. At all relevant times herein, California's Wage Theft Prevention Act was enacted
14 to ensure that employers provide employees with basic information material to their
15 employment relationship at the time of hiring, and to ensure that employees are given written
16 and timely notice of any changes to basic information material to their employment. Codified
17 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
18 time of hiring, an employer must provide written notice to employees containing basic and
19 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
20 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
21 any rates for overtime, the regular payday designated by the employer, and any allowances
22 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
23 § 2810.5(a)(1)(A)-(C).

24 137. At all relevant times, on information and belief, Defendants failed, on a
25 company-wide basis, to provide written notice to Plaintiff and class members that lists the
26 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
27 to provide Plaintiff and class members with written notice of basic information regarding their
28 employment with Defendants is in violation of California Labor Code section 2810.5.

138. As a result of the violations of California law herein described, Defendants unlawfully gained an unfair advantage over other businesses. Plaintiff and class members have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged herein.

139. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

ELEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code §§ 17200, *et seq.* –

Unfair Business Practices

(Against all Defendants)

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

141. Defendants are "persons" as defined by California Business & Professions Code section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or associations.

142. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injury in fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

143. Defendants' activities, namely Defendants' company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a "dual-purpose" remedy intended primarily to compensate employees, and

secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

144. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants’ policies and practices have violated the spirit of California’s meal and rest period laws and constitute acts against the public policy behind these laws.

145. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys’ fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys’ fees in excess of twenty-five thousand dollars (\$25,000), exclusive of interest and costs. Plaintiff reserves the right to amend his prayer for relief to seek a different amount.

Class Certification

2. That this case be certified as a class action;
3. That Plaintiff be appointed as the representative of the Class and Subclass;
4. That counsel for Plaintiff be appointed as class counsel.

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1 willfully failing to provide all meal periods to Plaintiff and class members;

2 17. That the Court make an award to the Plaintiff and class members of one (1) hour
3 of pay at each employee's regular rate of pay for each workday that a meal period was not
4 provided;

5 18. For all actual, consequential, and incidental losses and damages, according to
6 proof;

7 19. For premiums pursuant to California Labor Code section 226.7(c);

8 20. For pre-judgment interest on any unpaid meal period premiums from the date
9 such amounts were due, or as otherwise provided by law;

10 21. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 22. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Fourth Cause of Action**

15 23. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully
17 failing to authorize and permit Plaintiff and class members to take all rest periods;

18 24. That the Court make an award to the Plaintiff and class members of one (1) hour
19 of pay at each employee's regular rate of pay for each workday that a rest period was not
20 authorized and permitted;

21 25. For all actual, consequential, and incidental losses and damages, according to
22 proof;

23 26. For premiums pursuant to California Labor Code section 226.7(c);

24 27. For pre-judgment interest on any unpaid rest period premiums from the date such
25 amounts were due, or as otherwise provided by law;

26 28. For attorneys' fees pursuant to California Code of Civil Procedure section
27 1021.5, or as otherwise provided by law; and

28 29. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section 226(e)(1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 227.3 by willfully failing to pay vested vacation wages owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential, and incidental losses and damages, according to proof;

38. For prejudgment interest on any unpaid wages from the date of such amounts were due, or as otherwise provided by law;

39. For attorneys' fees and costs pursuant to California Labor Code section 1021.5, or as otherwise provided by law; and

40. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

41. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
2 meal and rest period premiums, vested vacation wages, and/or sick leave pay owed at the time
3 of termination of the employment of Plaintiff and other terminated class members;

4 42. For all actual, consequential and incidental losses and damages, according to
5 proof;

6 43. For waiting time penalties according to proof pursuant to California Labor Code
7 section 203 for all employees who have left Defendants' employ;

8 44. For pre-judgment interest on any unpaid wages from the date such amounts were
9 due, or as otherwise provided by law;

10 45. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

12 46. For such other and further relief as the Court may deem equitable and
13 appropriate.

14 **As to the Eighth Cause of Action**

15 47. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime
17 wages, minimum wages, meal and rest period premiums, and/or sick leave pay during their
18 employment;

19 48. For all actual, consequential and incidental losses and damages, according to
20 proof;

21 49. For statutory penalties according to proof pursuant to California Labor Code
22 section 210;

23 50. For pre-judgment interest on any unpaid wages from the date such amounts were
24 due, or as otherwise provided by law;

25 51. For attorneys' fees pursuant to California Code of Civil Procedure section
26 1021.5, or as otherwise provided by law; and

27 52. For such other and further relief as the Court may deem equitable and
28 appropriate.

As to the Ninth Cause of Action

53. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 227.3 (by failing to pay all vested vacation time upon termination); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 (by failing to timely pay all earned wages during employment); 246 (by failing to properly calculate sick leave pay); and 2810.5 (by failing to provide notice of material terms of employment);

54. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5;

55. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5;

56. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5;

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

58. For such other and further relief as the Court may deem equitable and appropriate.

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1 17200, *et seq.*;

2 65. For restitution of the statutory benefits under section 226.7 unfairly withheld
3 from Plaintiff and class members and prejudgment interest from the day such amounts were due
4 and payable;

5 66. For the appointment of a receiver to receive, manage, and distribute any and all
6 funds disgorged from Defendants and determined to have been wrongfully acquired by
7 Defendants as a result of violations of California Business & Professions Code sections 17200,
8 *et seq.*;

9 67. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
10 California Code of Civil Procedure section 1021.5;

11 68. For pre-judgment and post-judgment interest as provided by law; and

12 69. For such other and further relief as the Court may deem equitable and
13 appropriate.

14
15 Dated: October 7, 2024

Respectfully submitted,

16 Capstone Law APC

17 By: 
18 _____
19 Bevin Allen Pike
20 Daniel S. Jonathan
21 Trisha K. Monesi
22 Shealene P. Mancuso

23
24 Attorneys for Plaintiff Lionel Luna
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27
28

EXHIBIT “1”



1875 Century Park East, Suite 1000
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

July 31, 2024

VIA ONLINE SUBMISSION

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

Subject: *Lionel Luna v. AlSCO - Geyer Irrigation, Inc.*

Dear PAGA Administrator:

This office represents Lionel Luna in connection with his claims under the California Labor Code. Mr. Luna was an employee of ALSCO - GEYER IRRIGATION, INC. ("AGI").

The employer may be contacted directly at the addresses below:

ALSCO - GEYER IRRIGATION, INC.
700 5TH STREET
ARBUCKLE, CA 95912

ALSCO - GEYER IRRIGATION, INC.
P O BOX 111
ARBUCKLE, CA 95912

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

AGI employed Mr. Luna as a non-exempt employee from approximately May 2015 to September 2023. Mr. Luna worked for AGI as a Service Tech, Pump Truck Supervisor, and Electrical Supervisor. During his employment, Mr. Luna typically worked ten (10) hours or more per day and six (6) days per week. By the end of his employment, Mr. Luna was compensated approximately \$30.00 per hour. Mr. Luna's job duties included, without limitation, attending to submersible irrigation pump service and repair requests, troubleshooting issues with clients, and monitoring the submersible irrigation pump installation work.

AGI has committed each of the following Labor Code violations against Mr. Luna, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

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

ALSCO - GEYER IRRIGATION, INC is a California corporation. AGI is an irrigation sales and service company based out of Arbuckle, California which serves communities and agricultural operations throughout central and northern California. Upon information and belief, AGI maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Arbuckle, California, for all non-exempt, hourly paid employees working for AGI in California, including Mr. Luna and other aggrieved employees. At all relevant times, AGI issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Luna and other aggrieved employees, regardless of their location or position.

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

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

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

AGI willfully failed to pay all overtime wages owed to Mr. Luna and other aggrieved employees. During the relevant time period, Mr. Luna and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

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

First, during the relevant time period, on information and belief, AGI had a company-wide policy and/or practice of improperly rounding employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour. AGI's rounding policy resulted in the failure to compensate Mr. Luna and other aggrieved employees fully for all hours worked, causing Mr. Luna and other aggrieved employees to not be paid overtime wages for all of the overtime hours they actually worked. AGI's policy of rounding is unfair and has, over time, resulted in the underpayment of wages to Mr. Luna and other aggrieved employees. To the extent AGI's rounding policy has taken away time worked that was eligible for overtime, Mr. Luna and other aggrieved employees were denied overtime pay for all hours worked.

Second, during the relevant time period, on information and belief, because AGI's timekeeping system was integrated with the company's system for billing labor hours to customers, Mr. Luna and other aggrieved employees were often unable to record hours they worked. For instance, Mr. Luna was sometimes unable to record his hours worked on AGI's timekeeping system, because AGI's payroll administrators had failed to create the necessary customer billing entry in a timely manner. When Mr. Luna attempted to report missing hours caused by this delay, AGI's payroll administrator would inform him it was too late to record those hours, as the labor hours had already been billed to the customer. Consequently, Mr. Luna and other aggrieved employees received no compensation for this time.

Third, AGI had, and continues to have, a company-wide policy and/or practice requiring Mr. Luna and other aggrieved employees to perform various work-related tasks while off-the-clock outside of their shifts. For example, approximately once per month, Mr. Luna was required to spend about one (1) hour performing work-related administrative tasks, such as creating materials lists and preparing estimates, while at home after his shifts, but was not compensated for this time spent working. Moreover, Mr. Luna and other aggrieved employees were required to respond to phone communications from potential customers, customers, and AGI's management before and after their shifts or on their days off. For instance, approximately three (3) times per week, Mr. Luna was required to answer work-related phone calls from customers, while off-the-clock, to coordinate service appointments, discuss product information, or troubleshoot issues, which could take up to 30 minutes. Thus, AGI failed to track the time Mr. Luna and other aggrieved employees spent working outside of their shifts, and Mr. Luna and other aggrieved employees received no compensation for this time.

Fourth, AGI had, and continues to have, company-wide policies and/or practices of understaffing jobsites while assigning heavy workloads. AGI's policies and/or practices resulted in a failure to provide Mr. Luna and other aggrieved employees with adequate meal period coverage, and thus, Mr. Luna and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. AGI also had a practice of failing to schedule meal periods, which further caused Mr. Luna and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, approximately three (3) times per week, Mr. Luna worked through his meal periods to keep up with the demands of work and complete his assigned duties, often eating meals while driving between customer jobsites. As another example, Mr. Luna's meal periods would be interrupted by customers, potential customers, and AGI's management calling him on his company-owned cellular phone to discuss work-related matters. Thus, Mr. Luna and other aggrieved employees worked through meal periods and/or had meal periods cut short or interrupted in order to handle their workloads. AGI did not compensate Mr. Luna and other aggrieved employees for the time they spent working off the clock during unpaid meal periods.

Fifth, because AGI frowned upon employees accruing meal period penalties, AGI's management pressured Mr. Luna and other aggrieved employees to record compliant meal periods on their timesheets, upon threat of discipline, even when they had not received compliant meal periods. Thus, AGI did not record all hours worked during meal periods, and Mr. Luna and other aggrieved employees performed work during meal periods for which they were not paid.

AGI knew or should have known that as a result of these company-wide practices and/or policies, Mr. Luna and other aggrieved employees were performing their assigned duties off-the-clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Luna and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Luna and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

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

For example, AGI paid Mr. Luna and other aggrieved employees nondiscretionary bonuses, which were listed on Mr. Luna's and other aggrieved employees' wage statements as "Bonus." During pay periods that Mr. Luna and other aggrieved employees were paid overtime wages, AGI did not incorporate the incentive pay and/or nondiscretionary bonuses into Mr. Luna's and/or other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, AGI paid Mr. Luna and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. AGI's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Luna and other aggrieved employees on a company-wide basis.

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

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

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 7-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." Cal. Code Regs. tit. 8, § 11070(2)(G) (defining "Hours Worked").

First, as stated above, AGI had a company-wide policy and/or practice of rounding Mr. Luna's and other aggrieved employees' clock-in and clock-out times in its timekeeping system to the nearest quarter (0.25) of an hour, resulting in the failure to compensate Mr. Luna and other aggrieved employees fully for all hours worked. Additionally, on information and belief, because AGI's timekeeping system was integrated with the company's system for billing labor hours to customers, and AGI failed to timely create the customer billing entries, Mr. Luna and other aggrieved employees would often be unable to record hours they worked.

As also stated, AGI had a company-wide policy and/or practice requiring Mr. Luna and other aggrieved employees to perform work-related tasks while off-the-clock outside of their shifts, such as performing administrative tasks or responding to phone communications from customers and AGI's management. AGI failed to track this time that Mr. Luna and other aggrieved employees spent working off-the-clock, and Mr. Luna and other aggrieved employees received no compensation for this time.

Further, as also stated, due to AGI's policies and/or practices of understaffing jobsites while assigning heavy workloads, and failing to schedule meal periods, Mr. Luna and other aggrieved employees were impeded from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods. Moreover, as also stated, in order to prevent employees from accruing meal period penalties, AGI's management pressured Mr. Luna and other aggrieved employees to record compliant meal periods when meal periods were missed, short, and/or interrupted. Thus, AGI systematically failed to pay Mr. Luna and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

Thus, AGI did not pay minimum wages for all hours worked by Mr. Luna and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, AGI did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

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

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

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

Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated, AGI had, and continues to have, company-wide policies and/or practices of understaffing while assigning heavy workloads, which has resulted in a lack of meal period coverage and prevented Mr. Luna and other aggrieved employees from taking all timely, uninterrupted meal periods to which they were entitled. Further, as stated, AGI had a company-wide practice and/or policy of failing to schedule meal periods, which further caused Mr. Luna and other aggrieved employees to not be relieved of their duties for compliant meal periods.

As a result, Mr. Luna and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods. For example, as stated, Mr. Luna worked through his meal periods about three (3) times per week to keep up with the demands of work and complete his assigned duties, and often was forced to eat meals while driving between customer jobsites. As also stated, Mr. Luna's meal periods would be interrupted by customers, potential customers, and AGI's management calling him on his company-owned cellular phone to discuss work-related tasks. Additionally, Mr. Luna took his meal periods late, after the fifth hour of work, due to the lack of coverage.

Also, as stated, on information and belief, because AGI frowned upon employees accruing meal period penalties, AGI's management pressured Mr. Luna and other aggrieved employees to record complaint meal periods, regardless of whether they received a compliant meal period or not, in order to strictly limit the meal penalties that would need to be paid by AGI.

Additionally, Mr. Luna and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr. Luna sometimes worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Mr. Luna and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times mentioned herein, AGI knew or should have known that as a result of its policies, Mr. Luna and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. AGI further knew or should have known that it did not pay Mr. Luna and other aggrieved employees all meal period premiums when meal periods were late, interrupted, shortened, and/or missed. Further, to the extent that AGI's rounding policy reported that Mr. Luna and other aggrieved employees were provided with timely, full 30-minute meal periods when, in fact, the meal periods were taken after the fifth hour of work or were less than 30 minutes, Mr. Luna and other aggrieved employees did not receive meal period premiums for these improperly rounded meal periods.

Furthermore, AGI engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Luna and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods. Alternatively, to the extent that AGI did pay Mr. Luna and other aggrieved employees premium pay for missed, late, and interrupted meal periods, AGI did not pay Mr. Luna and other aggrieved employees at the correct rate of pay for premiums because AGI

systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

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

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

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

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

During the relevant time period, AGI regularly failed to authorize and permit Mr. Luna and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, AGI's company-wide practices, including understaffing and assigning heavy workloads, prevented Mr. Luna and other aggrieved employees from being relieved of all duty to take rest periods. Additionally, AGI failed to schedule rest periods, which, coupled with AGI's failure to provide adequate rest period coverage, further led to Mr. Luna and other aggrieved employees not being authorized and permitted to take rest periods.

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

As a result of AGI's practices and policies, Mr. Luna and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Luna had to forgo all his rest periods due to the lack of coverage and AGI's failure to schedule rest periods for employees.

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

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

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

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

During the relevant time period, AGI has knowingly and intentionally provided Mr. Luna and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, AGI issued uniform wage statements to Mr. Luna and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity that is the employer; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, meal and rest period premiums, and/or paid sick leave, and the corresponding number of hours worked at each hourly rate. Specifically, AGI violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

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

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

Further, and separate from these violations, AGI issued uniform wage statements to Mr. Luna and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment or in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. This includes providing employees with a physical address of the employer and not a Post Office Box. Mr. Luna's and other aggrieved employees' wage statements incorrectly list the employer's address as "PO BOX 111 ARBUCKLE, CA 95912" but, according to the California Secretary of State's website, the correct address is "700 5TH STREET ARBUCKLE, CA 95912." *See example paystub below.*

Earnings Statement		LIONEL J LUNA
Company: 0ZA59 - ALSCO-GEYER IRRIGATION INC		
Pay Date: 10/12/2023		Emp#: [REDACTED]
Period Start: 10/01/2023	PO BOX 111	Dept: [REDACTED]
Period End: 10/14/2023	ARBUCKLE, CA 95912 (530) 476-2253	Pay Basis: Hourly

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

California Labor Code section 1174(d) provides that "[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors" and "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments" Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), AGI willfully failed to maintain accurate payroll records for Mr. Luna and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked and improperly rounding Mr. Luna's and other aggrieved employees' total hours worked.

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

unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, AGI engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Luna and other aggrieved employees, in violation of section 1198. Furthermore, in light of AGI’s failure to provide Mr. Luna and other aggrieved employees with second 30-minute meal periods to which they were entitled, AGI kept no records of meal start and end times for second meal periods.

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

Mr. Luna and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

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

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

During the relevant time period, AGI failed to pay Mr. Luna and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, meal and rest period premiums, and/or sick leave pay, within any time period specified by California Labor Code section 204.

Mr. Luna and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

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

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

On information and belief, AGI has a company-wide practice and/or policy of paying departing employees their final wages late, instead of adhering to the time requirements set forth in Labor Code sections 201 and 202. For example, Mr. Luna voluntarily resigned from his employment with AGI on or about September 21, 2023. However, on information and belief, AGI did not provide Mr. Luna with his final wages until October 13, 2023, or later. Thus, AGI failed to pay Mr. Luna his final wages within seventy-two (72) hours of his leaving AGI's employ, in violation of California Labor Code section 202.

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

Mr. Luna and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 227.3 – Failure to Pay Vested Vacation Wages

California Labor Code section 227.3 provides that if a contract of employment or employer policy provides for paid vacations and an employer terminates an employee, all vested vacation shall be paid to the employee at the employee's final rate of pay, in accordance with such contract of employment or employer policy respecting eligibility or time served. Vacation time vests on a pro-rata basis and, upon termination, an employee is entitled to a pro rata share of vested vacation pay. An employer may not require an employee to forfeit earned but unused vacation pay.

During the relevant time period, AGI had a company-wide policy and practice of failing to pay Mr. Luna and other aggrieved employees vested vacation wages that were owed to them at the end of their employment, in violation of California Labor Code section 227.3. For example, on information and belief, Mr. Luna had earned vested vacation pay until his employment with AGI ended on or about September 21, 2023. However, AGI only paid Mr. Luna the balance of his accrued and unused vacation wages as of September 16, 2023, or at the end of his prior pay period. AGI willfully and improperly paid Mr. Luna and other aggrieved employees their unused and vested vacation wages through their second to last pay period worked.

AGI's failure to pay Mr. Luna and other aggrieved employees all vested vacation wages at the end of their employment has caused a forfeiture of vested vacation wages in violation of California Labor Code section 227.3. Mr. Luna and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

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

At all relevant times herein, California Labor Code sections 245.5, 246, 246.5, 247, 247.5, 248.5, and 249 provide employees who have worked in California for 30 or more days from the commencement of employment with paid sick days, to be accrued at least one hour for every 30 hours worked. Effective January 1, 2024, California Labor Code section 246(b)(4) requires employers to provide no less than 40 hours or five (5) days of paid sick leave (or equivalent paid leave or paid time off) in each year of the employee's employment. Labor Code section 246(l) provides that an employer shall calculate paid sick leave by using one of two calculations: 1) "[p]aid sick time for nonexempt

employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek[;]" or 2) "[p]aid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment."

During the relevant time period, on information and belief, AGI did not pay Mr. Luna and other aggrieved employees the correct sick leave rates of pay. As stated, in addition to an hourly wage, AGI paid Mr. Luna and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, AGI failed to incorporate all remunerations, including incentive pay and/or nondiscretionary bonuses, into the calculation of the regular rate of pay for purposes of calculating the sick leave pay rate. Therefore, during times when Mr. Luna and other aggrieved employees took sick leave and received these other forms of pay, AGI failed to pay all sick leave benefits by paying a lower sick leave pay rate than required. Specifically, AGI paid Mr. Luna and other aggrieved employees sick leave based on their hourly rate of pay instead of their regular rate of pay.

AGI's failure to properly calculate the sick leave rates of pay based on all remuneration paid has resulted in an underpayment of sick leave benefits to Mr. Luna and other aggrieved employees on a company-wide basis in violation of Labor Code section 246(l).

Mr. Luna and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 248.5 and/or 2699(a), (f), and (k).

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

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

AGI failed to provide Mr. Luna and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). AGI's failure to provide Mr. Luna and other aggrieved employees with written notice of basic information regarding their employment with AGI is in violation of Labor Code section 2810.5.

Mr. Luna and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

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

Accordingly, Mr. Luna seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Luna, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against AGI for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 227.3, 246, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

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

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

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

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', followed by three dots.

Alexander Lima

Copy: ALSCO - GEYER IRRIGATION, INC. (via U.S. Certified Mail)

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

7022 2410 0000 2265 0014



CERTIFIED MAIL

ALSCO - GEYER
IRRIGATION, INC.
700 5TH STREET
ARBUCKLE, CA 95912

SENDER: COMPLETE THIS SECTION

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

ALSCO - GEYER
IRRIGATION, INC.
700 5TH STREET
ARBUCKLE, CA 95912



9590 9402 8803 4005 5749 96

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0014

Restricted Delivery

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

3. Received by (Printed Name)

☐ Agent
☐ Addressee

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

Service Type

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

Domestic Return Receipt

7022 2410 0000 2265 0014

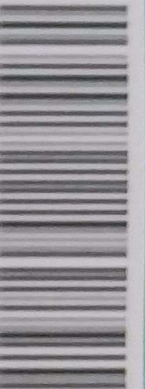
U.S. Postal Service®
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OFFICIAL USE

For delivery information, visit our website at www.usps.com
Certified Mail Fee: \$3.50
Signature & Return Receipt Fee: \$2.80
Signature Restricted Delivery: \$3.00
Return Receipt Restricted Delivery: \$3.00
Certified Mail Restricted Delivery: \$3.00
Postage: \$1.00
Total: \$10.30
Date: 7/1/2020
Time: 10:00 AM
Signature: [Signature]

ALSCO - GEYER
IRRIGATION, INC.
700 5TH STREET
ARBUCKLE, CA 95912

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



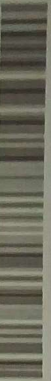
7022 2410 0000 2265 0007

ALSCO - GEYER
IRRIGATION, INC.
P O BOX III
ARBUCKLE, CA 95912

SENDER: COMPLETE THIS SECTION

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

ALSCO - GEYER
IRRIGATION, INC.
P O BOX III
ARBUCKLE, CA 95912



9590 9402 8803 4006 5750 09

7022 2410 0000 2265 0007

PS Form 3811, July 2020 PSN 7530-02-000-9063

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- X
- B. Received by (Printed Name) C. Date of Delivery
1. Is delivery address different from Item 1? ☐ Yes ☒ No
If YES, enter delivery address below: ☐ No

Service Type

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

Domestic Return Receipt

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U.S. Postal Service®
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com

ALSCO - GEYER
IRRIGATION, INC.
P O BOX III
ARBUCKLE, CA 95912

PS Form 3800, April 2015 PSN 7530-02-000-9063

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.

**ALSCO - GEYER
IRRIGATION, INC.
700 5TH STREET
ARBUCKLE, CA 95912**



9590 9402 8803 4005 5749 96

2. Article Number (Transfer from service label)

7022 2410 0000 2265 0014

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Alfredo*

☐ Agent

☐ Addressee

3. Received by (Printed Name)

Releste Lervanos

C. Date of Delivery

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



5. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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- Print your name and address on the reverse so that we can return the card to you.

**ALSCO - GEYER
IRRIGATION, INC.
P O BOX 111
ARBUCKLE, CA 95912**



9590 9402 8803 4005 5750 09

Article Number (Transfer from service label)

7022 2410 0000 2265 0007

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ X

Molly D. Ayala

☐ Agent

☒ Addressee

3. Received by (Printed Name)

Molly Ayala

C. Date of Delivery

8/9

4. Is delivery address different from item 1?
If YES, enter delivery address below:

☐ Yes

☒ No

5. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Insured Mail

☐ Registered Mail

☐ Registered Mail Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation®

☐ Signature Confirmation Restricted Delivery

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PROOF OF SERVICE

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

On **October 7, 2024**, I served the document described as: **FIRST AMENDED CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET SEQ.** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Sarah Smale (SBN 318596)
sarah@holdenlawgroup.com
Riley Balestreri (SBN 342711)
riley@holdenlawgroup.com
HOLDEN LAW GROUP
P.O. Box 4559
Auburn, CA 95604
Tel.: (530) 888-0901
Fax: (530) 888-0902

Attorneys for Defendant(s)
ALSCO-GEYER IRRIGATION, INC.

- ☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am “readily familiar” with this firm’s practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.
- ☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.
- ☐ **BY FAX:** I hereby certify that this document was served from Los Angeles, California, by facsimile delivery on the parties listed herein at their most recent fax number of record in this action.
- ☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).
- ☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.
- ☐ **BY OVERNIGHT DELIVERY:** I am “readily familiar” with this firm’s practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 7, 2024**, at Los Angeles, California.

Xochitl Tapia
Type/Print Name


Signature