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By Alexandra Valles, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

ANA AMPARO, JOSUE MENDEZ, individually and on behalf of other persons similarly situated and the State of California,

Plaintiffs,

vs.

HALL MANAGEMENT CORP., a California corporation; **E.E. HALL, INC.**, a California corporation; and **DOES 1-50,**

Defendants.

Unlimited Jurisdiction

Case No.: BCV-24-104404

CLASS ACTION

COMPLAINT FOR DAMAGES:

1. FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES
2. FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS
3. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
4. FAILURE TO PAY TIMELY WAGES UPON CESSATION OF EMPLOYMENT
5. UNFAIR COMPETITION
6. CIVIL PENALTIES UNDER THE PRIVATE ATTORNEYS GENERAL ACT OF 2004 (“PAGA”)

DEMAND FOR JURY TRIAL

Plaintiffs Ana Amparo ("Amparo") and Plaintiff Josue Mendez ("Mendez") (collectively "Plaintiffs") on behalf of themselves and all other similarly situated persons and the State of California, complain and alleges as follows:

INTRODUCTION

1. This is a class action lawsuit brought on behalf of Plaintiffs and others similarly situated, under Code of Civil Procedure § 382, seeking unpaid wages and interest thereon for unpaid minimum wages, noncompliant meal periods, inaccurate wage statements, waiting time penalties in the form of continuation wages for failure to timely pay employees, equitable relief, and reasonable attorneys' fees and costs from Hall Management Corp. and E.E. Hall, Inc. (collectively "Defendants").

2. Plaintiffs, as proxies for the State of California, also bring a representative law enforcement action under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code Section 2698 et seq., to recover civil penalties against Defendant. On behalf of herself, other aggrieved employees and the State of California, Plaintiff seeks to recover civil penalties (65% payable to the Labor & Workforce Development Agency and 35% payable to aggrieved employees) owed by Defendant, under Labor Code Section 2699 for the same Labor Code violations that form the basis of Plaintiff's class claims alleged above.

JURISDICTION AND VENUE

3. Venue is proper in the County of Kern because work was performed by employees for Defendants in the County of Kern, among other places, and the legal obligations of Defendants to Plaintiffs and other similarly situated employees were breached in Kern County, California.

4. This Court has jurisdiction over this action under Article 6 of the California Constitution and California Code of Civil Procedure § 410.10.

5. This Court has jurisdiction over Plaintiffs' and Class Members' claims for waiting time penalties and meal period violations under California Labor Code § 218 *et seq*.

6. This Court has jurisdiction over Plaintiffs' and the Class Members' claims for restitution of unpaid wages and other ill-gotten benefits arising from Defendants' unlawful and/or

unfair business practices under California Business & Professions Code §§17200 *et seq*.

7. This Court has jurisdiction over Plaintiffs' clams for civil penalties pursuant to PAGA.

THE PARTIES

A. Plaintiff

8. Plaintiff Amparo is over the age of eighteen, and at all times mentioned in this complaint was a resident of California. During the relevant period, Plaintiff Amparo was employed by Defendants on a seasonal basis as a garlic packer and sorter from sometime in or around 2020 to on or about February 17, 2024, in Coalinga, California.

9. Plaintiff Mendez is over the age of eighteen, and at all times mentioned in this complaint was a resident of California. Plaintiff Mendez was employed by Defendants on a seasonal basis as a farmworker from sometime in or around July 2021 to on or about August 30, 2024. During Plaintiff Mendez's employment with Defendants, Plaintiff Mendez worked in various locations throughout California, including in Bakersfield, California.

10. Plaintiffs seek to represent similarly situated non-exempt employees of Defendants who, during the relevant period, were subjected to violations of California laws: Labor Code Sections 201-203, 226, 226.7, 512, 1194, and 1197, and the applicable Industrial Welfare Commission ("IWC") Wage Orders, including, Wage Orders 8-2001, 14-2001, and Bus. & Prof. Code §§ 17200 *et seq.*

B. Defendants

11. Plaintiffs are informed and believe, and thereon allege, that Defendant Hall Management Corp. and Defendant E.E. Hall are or were California corporations with their principal place of business in Kerman, California. On information and belief, Defendants jointly operated as Hall Management Corp. Defendants own and operate a farm labor service business that provides farm labor services to growers throughout California.

12. Plaintiffs are ignorant of the true names, capacities, relationships, and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES, but are

informed and believe and thereon allege that said Defendants are legally responsible for the wrongful conduct alleged herein and therefore sue these Defendants by such fictitious names. Plaintiffs will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained. Defendant Hall Management Corp., Defendant E.E. Hall, and the DOE Defendants are collectively referred to herein as "Defendants."

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

FACTS RELEVANT TO PLAINTIFFS' CLAIMS

14. Throughout Plaintiff Amparo's employment, Plaintiff Amparo and other similarly situated employees were subject to Labor Code Sections 510, 1194, and 1197 and the applicable Industrial Welfare Commission ("IWC") Wage Orders, including Wage Order 8-2001. Under Labor Code Section 1197 and subsections 3 and 4 of Wage Order 8-2001, Plaintiff Amparo and other similarly situated employees were entitled to receive minimum wages for all hours worked and overtime wages for all hours worked over 8 hours in a day or 40 hours in a week. As alleged below, Defendants failed to pay all wages for all hours worked in violation of Labor Code Sections 1194 and 1197 and Wage Order 8-2001(3)-(4).

15. Defendants' violation of the applicable IWC Wage Orders constitutes a violation of Labor Code Section 558, which imposes civil penalties upon an employer for a violation relating to any provision regulating hours and days of work in any order of the IWC. Labor Code Section 558(a)(1) and (2). Defendants' violations of Wage Order 8-2001(3) and (4) also constitute a violation of Labor Code Sections 1198 and 1199, which prohibit employment under conditions of labor that violate the IWC Wage Orders and subject Defendant to civil penalties. See Wage Order 8-2001(20).

16. Throughout Plaintiff Amparo's employment, Plaintiff Amparo and other similarly situated employees were required to wash their hands and put on a hairnet prior to clocking in for

their shifts.

17. In addition, Plaintiff Amparo and other similarly situated employees were required to be at their designated workstations at their scheduled start times. As a result of the pre-shift duties that Defendants required, and the long lines to clock in, Plaintiff Amparo and other similarly situated employees arrived 5-10 minutes before their scheduled start time in order to clock in and get to their workstations before the scheduled start of the shift. However, Defendants did not compensate Plaintiff Amparo and other similarly situated employees for the 5-10 minutes they spent washing their hands, putting on hairnets, and waiting in line before clocking in at the start of their shifts. When this pre-shift work time occurred, Plaintiff Amparo and other similarly situated employees were owed minimum wages for the additional work.

18. During Plaintiffs' employment, Defendants regularly failed to provide, authorize and/or permit Plaintiffs and other similarly situated employees to take meal periods that complied with California law.

19. Under Labor Code Sections 226.7 and 512, and the applicable IWC Wage Orders, including Wage Order 8-2001, and Wage Order 14-2001, "An employer may not employ an employee for more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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. Additionally, "[i]f an employer fails to provide an employee a meal… period in accordance with state law, …, the employer shall the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period… is not provided." Wage Order 8-2001(11); see also Lab. Code § 226.7(c) ("If an employer fails to provide an employee a meal… period in accordance with state law, …, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal… period is not provided.").

20. Defendants' violation of the applicable IWC Wage Orders, including Wage Order 8-2001 and 14-2001, constitutes a violation of Labor Code Section 558, which imposes civil

penalties upon an employer for a violation to any provision regulating hour and days of work in any order of the IWC. Lab. Code § 558(a)(1), (2). Defendants' violations of Section 11 of the applicable Wage Orders constitute a violation of Labor Code Section 1198, which prohibits employment under conditions of labor that violate the IWC Wage Orders.

21. During the relevant period, Plaintiff Mendez was regularly scheduled to work shifts which lasted over ten hours. Additionally, Plaintiff Amparo also worked shifts which exceeded ten hours. For shifts which lasted longer than 10 hours, Plaintiffs and other similarly situated employees were entitled to a second meal period. However, Defendants did not provide Plaintiffs with a second meal period. Defendants did not pay Plaintiffs and other similarly situated employees with an additional hour of pay when a second meal period was not provided.

22. In addition, Defendants required Plaintiff Amparo and other similarly situated employees to wash their hands, clock back in, and be at their workstations within the 30 minutes allotted for their meal periods. As a result of performing this work during their meal periods, including waiting in lines to clock back in, Plaintiff Amparo and other similarly situated employees received less than the 30 minutes to which they were legally entitled to for their meal periods. Defendants did not pay Plaintiff Amparo and other similarly situated employees an additional hour of pay when Defendants deprived employees of legally complaint meal periods.

23. Labor Code Section 226(a) requires employers to furnish accurate itemized wage statements in writing that show, inter alia, "(1) gross wages earned, (2) total hours worked…"

24. Plaintiffs and similarly situated California employees of Defendants received wage statements that did not list all wages earned, including premium wages discussed above. In *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022), the California Supreme Court held that premium pay for non-compliant meal periods are "wages" for purposes of the Labor Code § 226. Employers therefore have an obligation to report such premium pay on wage statements pursuant to Labor Code § 226. (*Id*. at 121.) As the above infractions explain, Plaintiffs and similarly situated employees were entitled to premium wages that were not paid and, therefore, are entitled to penalty payments pursuant to Labor Code Section 226.

25. Throughout Plaintiffs' employment, Defendants employed Plaintiffs and other similarly situated employees on a seasonal basis. On information and belief, many employees would often return to work season after season for many years. Some only worked a few or only one season.

26. At all relevant times, Plaintiffs and other similarly situated employees were covered by Labor Code Section 201 and were "discharged" at the end of their seasonal work within the meaning of Labor Code Section 201.

27. Pursuant to Labor Code Section 201, Defendants owed Plaintiffs and other similarly situated employees immediate payment of their final wages at the time of each of their discharges. However, Defendants did not pay final wages at the time of discharge. Instead, employees had to wait several days, often until the regularly scheduled pay day, to receive their final wages. Defendants therefore maintained a policy or practice of paying seasonally employed persons their final wages without regard for the timing requirement of Labor Code Section 201.

28. Pursuant to Labor Code Section 203, Plaintiffs and other similarly employed individuals are entitled to continuation of their wages, from the day of each discharge they experienced until the wages were paid, up to a maximum of thirty (30) days per discharge.

CLASS DEFINITIONS AND CLASS ALLEGATIONS

29. Plaintiffs bring this action on behalf of themselves and on behalf of the following Class and subclass:

> **Unpaid Wages Class:** All current and former non-exempt employees of Defendant Hall Management Corp. and/or Defendant E. E. Hall, Inc. employed in California at any time during the period beginning four years prior to the filing of the Complaint through the date notice is mailed to the Class who were required to wash their hands, don hairnets and/or wear gloves.
>
> **Second Meal Break Class:** All current and former non-exempt employees of Defendant Hall Management Corp. and/or Defendant E. E. Hall, Inc. who worked a shift over ten hours in California at any time during the period

beginning four years prior to the filing of the Complaint through the date notice is mailed to the Class.

Seasonal Layoff Class: All current and former non-exempt employees of Defendant Hall Management Corp. and/or Defendant E. E. Hall, Inc. who were employed on a seasonal basis in California at any time during the one year preceding the filing of the Complaint through the date notice is mailed to the Class.

30. This action has been brought and may be properly maintained as a class action pursuant to the provisions of California Code of Civil Procedure § 382 and other applicable law.

31. **Numerosity:** Code of Civil Procedure § 382: members of the Class are so numerous that their individual joinder is impracticable. Plaintiffs estimate that there are no less than 50 persons the class. The precise number of Class members and their addresses are unknown to Plaintiffs. However, Plaintiffs are informed and believe that the number can be obtained from Defendants' records. Class members may be notified of the pendency of this action by mail, electronic mail, the Internet, or published notice.

32. **Existence of Predominance of Common Questions of Fact and Law:** Code of Civil Procedure § 382: Common questions of law and fact exist as to all members of the Classes. These questions predominate over any questions effecting only individual members of the classes. These common factual and legal questions include:

(a) Whether Defendants failed to pay class members for all hours worked.

(b) Whether Defendants failed to provide meal periods in compliance with Labor Code §§ 512, 226.7 and the applicable IWC Wage Orders;

(c) Whether Defendants failed to provide second meal periods to class members on shifts over ten hours;

(d) Whether Defendants failed to provide class members who ceased employment with Defendants all wages owed at the time of the cessation of the employee-employer relationship;

(e) Whether Defendants committed unlawful business practices or acts within the meaning of Business & Professions Code Sects. 17200 *et seq.*;

(f) Whether, as a consequence of Defendants' unlawful conduct, the members of the Classes are entitled to restitution, and/or equitable relief;

(g) Whether Defendants' affirmative defenses, if any, raise any common issues of law or fact as to Plaintiffs and the class members as a whole.

33. **Typicality:** Plaintiffs' claims are typical of the claims of the members of each Class because Plaintiffs, as hourly paid seasonal employees, were exposed to the same unlawful business practices as the members of the class. Plaintiffs sustained the same types of injuries and losses that the Class members sustained. Plaintiffs are subject to the same affirmative defenses as the members of the Class.

34. **Adequacy:** Plaintiffs will adequately and fairly protect the interests of the members of the Class. Plaintiffs have no interest adverse to the interests of absent Class members. Plaintiffs are represented by legal counsel who has substantial class action experience in civil litigation and employment law.

35. **Superiority:** A class action is superior to other available means for fair and efficient adjudication of the claims of the Class and would be beneficial for the parties and the court. Class action treatment will allow a large number of similarly situated persons to prosecute their common claims in a single forum, simultaneously, efficiently, and without the unnecessary duplication of effort and expense that numerous individual actions would require. The monetary amounts due to many individual Class members are likely to be relatively small, and the burden and expense of individual litigation would make it difficult or impossible for individual members of the Class to seek and obtain relief. A class action will serve an important public interest by permitting such individuals to effectively pursue recovery of the sums owed to them. Further, class litigation prevents the potential for inconsistent or contradictory judgments raised by individual litigation.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL MINIMUM AND OVERTIME WAGES

(By Plaintiff Amparo and the Unpaid Wages Class against Defendants)

36. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

37. Throughout Plaintiff Amparo's employment, Plaintiff Amparo and other similarly situated employees were subject to Labor Code Sections 510, 1194, and 1197 and the applicable Industrial Welfare Commission ("IWC") Wage Orders, including Wage Order 8-2001. Under Labor Code Section 1197 and subsection. Under Labor Code Section 1197 and subsection 4 of Wage Order 8, Plaintiff Amparo and other similarly situated employees were entitled to receive minimum wages for all hours worked. Likewise, Labor Code Section 510 and subsection 3 of Wage Order 8 entitled Plaintiff Amparo and other similarly situated employees to overtime wages for all hours worked over 8 hours per day or 40 hours per week. As alleged below, Defendants failed to pay all wages for all hours worked in violation of Labor Code Sections 1194 and 1197 and Wage Order 8-2001.

38. Defendants' violation of the applicable IWC Wage Orders constitutes a violation of Labor Code Section 558, which imposes civil penalties upon an employer for a violation relating to any provision regulating hours and days of work in any order of the IWC. Labor Code Section 558(a)(1) and (2). Defendants' violations of Wage Order 8-2001(3) and (4) also constitute a violation of Labor Code Sections 1198 and 1199, which prohibit employment under conditions of labor that violate the IWC Wage Orders and subject Defendant to civil penalties. See Wage Order 8-2001(20).

39. Throughout Plaintiff Amparo's employment, Plaintiff Amparo and other similarly situated employees were required to wash their hands and put on a hairnet and gloves prior to clocking in for their shifts. In addition, Plaintiff Amparo and other similarly situated employees were required to be at their designated workstations at their scheduled start times. As a result of the pre-shift duties that Defendants required, and the long lines to clock in, Plaintiff Amparo and

other similarly situated employees arrived 5-10 minutes before their scheduled start time in order to clock in and get to their workstations before the scheduled start of the shift. However, Defendants did not compensate Plaintiff Amparo and other similarly situated employees for the 5-10 minutes they spent washing their hands, putting on hairnets and gloves, and waiting in line before clocking in at the start of their shifts. When this pre-shift work time occurred, Plaintiff Amparo and other similarly situated employees were owed minimum or overtime wages for the additional work.

40. Likewise, in order to be back at their workstations with thirty minutes of the start of their meal periods, Plaintiff Amparo and other similarly situated employees necessarily ended their meal periods early in order to wash their hands and wait in line to clock back in.

41. As a result of Defendants' unlawful conduct, Plaintiffs and other members of the Class have suffered damages in an amount, subject to proof, to the extent they were not paid all minimum wages for all hours actually worked.

42. Pursuant to Labor Code Sections 510, 1194, 1197 and 1197.1, as a result of the unlawful acts of Defendants, Plaintiffs and other members of the Class are entitled to recover the full amount of unpaid minimum and overtime wages in amounts to be determined at trial, liquidated damages for failure to pay minimum wages, prejudgment interest, reasonable attorney's fees and costs of suit.

SECOND CAUSE OF ACTION

FAILURE TO PROVIDE LEGALLY COMPLIANT MEAL PERIODS

(By Plaintiffs, the Unpaid Wages Class and the Second Meal Break Class against Defendants)

43. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

44. During Plaintiffs' employment, Defendants regularly failed to provide, authorize and/or permit Plaintiffs and other similarly situated employees to take meal periods that complied with California law.

45. Under Labor Code Sections 226.7 and 512, and the applicable IWC Wage Orders, including Wage Order 8-2001, and Wage Order 14-2001, "An employer may not employ an employee for more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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. Additionally, "[i]f an employer fails to provide an employee a meal… period in accordance with state law, …, the employer shall the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period… is not provided." Wage Order 8-2001(11); see also Lab. Code § 226.7(c) ("If an employer fails to provide an employee a meal… period in accordance with state law, …, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal… period is not provided.").

46. Defendants' violation of the applicable IWC Wage Orders, including Wage Order 8-2001 and 14-2001, constitutes a violation of Labor Code Section 558, which imposes civil penalties upon an employer for a violation to any provision regulating hour and days of work in any order of the IWC. Lab. Code § 558(a)(1), (2). Defendants' violations of Section 11 of the applicable Wage Orders constitute a violation of Labor Code Section 1198, which prohibits employment under conditions of labor that violate the IWC Wage Orders.

47. During the relevant period, Plaintiff Mendez was regularly scheduled to work shifts which lasted over ten hours. Additionally, Plaintiff Amparo worked shifts which exceeded ten hours on occasion. For shifts which lasted longer than 10 hours, Plaintiffs and other similarly situated employees were entitled to a second meal period. However, Defendants did not provide Plaintiffs with a second meal period. Defendants did not pay Plaintiffs and other similarly situated employees with an additional hour of pay when a second meal period was not provided.

48. In addition, Defendants required Plaintiff Amparo and other similarly situated employees to wash their hands, clock back in, and be at their workstations within the 30 minutes allotted for their meal periods. As a result of performing this work during their meal periods,

including waiting in lines to clock back in, Plaintiff Amparo and other similarly situated employees received less than the 30 minutes to which they were legally entitled to for their meal periods. Defendants did not pay Plaintiff Amparo and other similarly situated employees an additional hour of pay when Defendants deprived employees of legally complaint meal periods.

49. Based on the conduct alleged herein, pursuant to Labor Code 226.7 and the applicable Wage Orders, Plaintiffs and other members of the Class are entitled, and therefore seek, the recovery all meal period premium wages from Defendant in an amount equal to one hour of wages per non-compliant meal period in a sum to be proven at trial.

50. Pursuant to Labor Code Section 218, Plaintiffs and other members of the Class are entitled to recover the unpaid additional pay for meal period violations. Pursuant to Labor Code Section 218.5, Plaintiffs and other members of the Class are entitled to recover their reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiffs and other members of the Class are entitled to recover prejudgment interest on the additional pay owed for meal period violations.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS

(By Plaintiffs, the Unpaid Wages Class and the Second Meal Break Class against Defendants)

51. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

52. Labor Code Section 226(a) requires employers to furnish accurate itemized wage statements in writing that show, inter alia, "(1) gross wages earned, (2) total hours worked…"

53. Plaintiffs and similarly situated California employees of Defendants received wage statements that did not list all minimum, overtime and/or premium wages earned. In *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022), the California Supreme Court held that premium pay for non-compliant meal periods are "wages" for purposes of the Labor Code § 226. Employers therefore have an obligation to report such premium pay on wage statements pursuant

to Labor Code § 226. (*Id*. at 121.) As the above infractions explain, Plaintiffs and similarly situated employees were entitled to premium wages that were not paid and, therefore, are entitled to penalty payments pursuant to Labor Code Section 226.

54. As a consequence of Defendants' knowing and intentional failure to comply with Labor Code section 226(a), Plaintiffs and each member of the Classes they seek to represent are each entitled to actual damages or penalties not to exceed $4,000 pursuant to Labor Code section 226(b), together with interest thereon and attorneys' fees and costs

FOURTH CAUSE OF ACTION

FAILURE TO TIMELY PAY WAGES UPON CESSATION OF EMPLOYMENT

(By Plaintiffs, the Unpaid Wages Class, the Second Meal Break Class and the Seasonal Layoff Class against Defendants)

55. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

56. Throughout Plaintiffs' employment, Defendants employed Plaintiffs and other similarly situated employees on a seasonal basis. On information and belief, many employees would often return to work season after season for many years. Some only worked a few or only one season.

57. At all relevant times, Plaintiffs and other similarly situated employees were covered by Labor Code Section 201 and were "discharged" at the end of their seasonal work within the meaning of Labor Code Section 201.

58. Pursuant to Labor Code Section 201, Defendants owed Plaintiffs and other similarly situated employees immediate payment of their final wages at the time of each of their discharges. However, Defendants did not pay final wages at the time of discharge. Instead, employees had to wait until the regularly scheduled pay day to receive their final wages. Defendants therefore maintained a policy or practice of paying seasonally employed persons their final wages without regard for the timing requirement of Labor Code Section 201.

59. Likewise, those members of the Unpaid Wages and Second Meal Break Class

whose employment terminated during the three years prior to the filing of the complaint through the date notice is mailed to the Classes, also were entitled to payment of their final wages pursuant to Labor Code Sections 201 and 202. However, Defendants did not pay all minimum and overtime wages owed for time spent performing pre-shift work or work during meal periods or pay all premium wages owed for noncompliant meal periods within the time set by statute.

60. Pursuant to Labor Code Section 203, Plaintiffs and other similarly employed individuals are entitled to continuation of their wages, from the day of each discharge they experienced until the wages were paid, up to a maximum of thirty (30) days per discharge.

61. As a result of Defendants' conduct, Plaintiffs and other members of the Classes have suffered damages in an amount, subject to proof, to the extent they were not paid for all wages earned prior to termination.

62. As a result of Defendants' conduct, Plaintiffs and members of the Classes have suffered damages in an amount, subject to proof, to the extent they were not paid all continuation wages owed under Labor Code Section 203.

63. Pursuant to Labor Code Sections 218 and 218.5, Plaintiffs and other members of the Classes are entitled to recover the full amount of their unpaid wages, continuation wages under Labor Code Section 203, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiffs and other members of the Classes are entitled to recover prejudgment interest on the amount of their unpaid wages and unpaid continuation wages.

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(By Plaintiff and the Classes against Defendants)

64. Plaintiffs re-allege and incorporate by reference the foregoing allegations as though set forth herein.

65. Defendants are "persons" as defined under Business and Professions Code § 17021.

66. Plaintiffs allege that Defendants committed the unfair business practices, as defined

by Cal. Bus. & Prof. Code § 17200, et seq., by violating the laws alleged to have been violated in this Complaint and which allegations are incorporated herein by reference as though set forth herein, which allegations include, but are not limited to:

a. Failing to pay Plaintiffs and Class Members all minimum and overtime wages due, in violation of state law;

b. Failing to provide meal periods to Plaintiffs and Class Members consistent with California law and failing to pay all premium wages owed for such violations;

c. Failing to provide accurate wage statements consistent with California law;

d. Failing to pay final wages upon cessation of employment consistent with California law;

67. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and other members of the Classes have suffered injury in fact and lost money or property. Plaintiffs and members of the Classes have been deprived of their rights to minimum wages for all hours worked, meal periods, premium wages, accurate wage statements, and/or timely payment of all earned wages due upon termination of employment.

68. Pursuant to Business and Professions Code Section 17203, Plaintiffs and other members of the Classes are entitled to restitution of all wages and other monies owed and belonging to them, including interest thereon, that Defendants wrongfully withheld from them and retained for themselves by means of their unlawful and unfair business practices.

69. Plaintiffs and Class Members are entitled to recover reasonable attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

SIXTH CAUSE OF ACTION

VIOLATION OF CALIFORNIA'S PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE §§ 2698 *et seq*.)

(By Plaintiffs, Aggrieved Employees and the State of California against Defendants)

70. Plaintiffs incorporates all of the foregoing paragraphs of this complaint as though fully alleged herein, except those paragraphs that uniquely relate to class allegations.

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

72. As set forth above, Defendants have committed numerous violations of the California Labor Code by consistently failing to provide Plaintiff and other aggrieved employees with meal periods, failing to pay for all hours worked, failing to issue accurate itemized wage statements, and failing to timely pay final wages.

73. Plaintiffs provided written notice of the Labor and Workforce Development Agency ("LWDA"), through the LWDA's online submission portal, and to Defendants via certified mail, of the legal claims and theories of this case on October 18, 2024. (Attached hereto as **Exhibit 1** is a true and correct copy of the October 18, 2024 letter and the LWDA's receipt confirmation). To date, and after 65 days from the date of the mailing of the written notice, the LWDA has not notified Plaintiffs that the LWDA intends to exercise jurisdiction over the claim for civil penalties under the PAGA. Nor have Defendants notified Plaintiffs that they have cured any of the alleged violations. Accordingly, Plaintiffs have exhausted the administrative remedies required by Labor Code § 2699.3.

74. Under the Labor Code's Private Attorneys General Act, Plaintiffs are entitled to recover the maximum civil penalties permitted by law from Defendants for the Labor Code violations alleged herein.

75. Plaintiffs are also entitled to recover their attorneys' fees and costs under Labor Code § 2699.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs on behalf of themselves and all others similarly situated employees, pray for relief and judgment against Defendants as follows:

CLASS CERTIFICATION:

1. An order that the action be certified as a class action;
2. An order that Plaintiffs be certified as the representatives of the Classes;
3. An order that counsel for Plaintiffs be confirmed as Class counsel;

ON THE FIRST CAUSE OF ACTION:

1. Damages for unpaid minimum and overtime wages;
2. Liquidated damages;
2. Prejudgment interest;

ON THE SECOND CAUSE OF ACTION:

1. Damages for unpaid additional pay owed for non-compliant meal periods;
2. Prejudgment interest;

ON THE THIRD CAUSE OF ACTION:

1. Damages for inaccurate wage statements for each pay period;
2. Prejudgment interest;

ON THE FOURTH CAUSE OF ACTION:

1. Damages for unpaid wages earned prior to termination of employment;
2. Damages for unpaid continuation wages owed for failing to pay all earned wages timely upon termination of employment;
3. Prejudgment interest;

ON THE FIFTH CAUSE OF ACTION:

1. Restitution of all unpaid wages and other monies owed and belonging to the Classes that Defendants unlawfully withheld from them and retained for themselves;
2. Prejudgment interest;

ON THE SIXTH CAUSE OF ACTION:

1. Civil penalties under Labor Code Section 2699 (75% payable to the LWDA and 25% payable to aggrieved employees);
2. Costs;
3. Reasonable attorneys' fees; and
4. Such other and further relief as this Court may deem just and proper.

ON ALL CAUSES OF ACTION:

1. Judgment in favor of Plaintiffs and the putative Classes and against Defendants;
2. Reasonable attorney's fees;
3. Costs of suit; and
4. Such other relief as the Court deems just and proper.

Dated: December 23, 2024

MOSS BOLLINGER, LLP

By: ______________________________
Jeremy F. Bollinger
Attorneys for Plaintiffs ANA AMPARO and JOSUE MENDEZ

DEMAND FOR TRIAL

Plaintiffs demand a trial by jury for themselves and the Classes on all claims so triable.

Dated: December 23, 2024

MOSS BOLLINGER, LLP

By: ______________________________
Jeremy F. Bollinger
Attorneys for Plaintiffs AMA AMPARO and JOSUE MENDEZ

EXHIBIT 1

to

Complaint

Moss Bollinger LLP

JEREMY F. BOLLINGER
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October 18, 2024

VIA PAGA ONLINE FILING

Secretary Stewart Knox
Labor & Workforce Development Agency
PAGA ADMINISTRATOR
1515 Clay Street, Ste. 801
Oakland, California 94612

VIA U.S. CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Hall Management Corp.
c/o Luis Romero, agent for process
759 S. Madera Ave.
Kerman, CA 93630

E.E. Hall, Inc.
759 S. Madera Ave.
Kerman, CA 93630

Re: Notice pursuant to Labor Code Section 2699.3(a)(1) to Labor Code Private Attorney General Act ("PAGA")

Employers: Hall Management Corp.; E.E. Hall, Inc.

Employee: Ana Amparo and Josue Mendez on behalf of themselves and all current and former employees of Hall Management Corp, E.E. Hall, Inc.

Dear Secretary Knox:

Pursuant to the Private Attorney General Act of 2004, California Labor Code § 2698 *et seq.* ("PAGA"), representative employees, Ana Amparo ("Amparo") and Plaintiff Josue Mendez ("Mendez") (collectively "Plaintiffs"), on behalf of themselves and all other similarly situated California employees, give notice that their former employer, Hall Management Corp. and E.E.

Hall, Inc. (collectively "Defendants"), violated the California Labor Code throughout their employment and within the one year prior to the mailing of this letter as follows.

The Parties

Plaintiffs are informed and believe, and thereon allege, that Defendant Hall Management Corp. and Defendant E.E. Hall are or were California corporations with their principal place of business in Kerman, California. On information and belief, Defendants jointly operated as Hall Management Corp.

Defendants own and operate a farm labor service business that provides farm labor services to growers around the San Joaquin Valley.

Plaintiff Amparo was employed by Defendants on a seasonal basis as a garlic packer and sorter from sometime in or around 2020 to on or about February 17, 2024, in Coalinga, California.

Plaintiff Josue Mendez was employed by Defendants on a seasonal basis as a farmworker from sometime in or around July 2021 to on or about August 30, 2024. During Plaintiff Mendez's employment with Defendants', Plaintiff Mendez worked in various locations throughout California, including in Bakersfield, California.

Plaintiffs seek civil penalties on behalf of themselves, the State of California, and all other similarly aggrieved California employees for the violations described herein.

Unpaid Minimum Wages

Throughout Plaintiff Amparo's employment, Plaintiff Amparo and other similarly aggrieved employees were subject to Labor Code Sections 512, 1194, and 1197 and the applicable Industrial Welfare Commission ("IWC") Wage Orders, including Wage Order 8-2001. Under Labor Code Section 1197 and subsection. Under Labor Code Section 1197 and subsection 4 of Wage Order 8, Plaintiff Amparo and other similarly aggrieved California employees were entitled to receive minimum wages for all hours worked. As alleged below, Defendants failed to pay all wages for all hours worked in violation of Labor Code Sections 1194 and 1197 and Wage Order 8-2001.

Defendants' violation of the applicable IWC Wage Orders constitutes a violation of Labor Code Section 558, which imposes civil penalties upon an employer for a violation relating to any provision regulating hours and days of work in any order of the IWC. Labor Code Section 558(a)(1) and (2). Defendants' violations of Wage Order 8-2001(3) and (4) also constitute a violation of Labor Code Sections 1198 and 1199, which prohibit employment under conditions of labor that violate the IWC Wage Orders and subject Defendant to additional civil penalties. See Wage Order 8-2001(20).

Throughout Plaintiff Amparo's employment, Plaintiff Amparo and other similarly aggrieved employees were required to wash their hands and put on a hairnet prior to clocking in for their shifts.

Plaintiff Amparo and other similarly aggrieved employees were scheduled to work in either the day shift or the night shift. Defendants' non-exempt employees scheduled to work the day shift all have the same start and end time. Similarly, Defendants' non-exempt employees scheduled to work the night shift all have the same start and end time. However, there were only two timekeeping systems accessible to Plaintiff Amparo and other similarly aggrieved employees. This resulted in Defendants' employees having to wait in lines to clock in before the beginning of their shift.

In addition, Plaintiff Amparo and other similarly aggrieved employees were required to be at their designated workstations at their scheduled start times. As a result of the pre-shift duties that Defendants required, and the long lines to clock in, Plaintiff Amparo and other similarly aggrieved employees arrived 5-10 minutes before their scheduled start time in order to clock in and get to their workstations before the scheduled start of the shift. However, Defendants did not compensate Plaintiff Amparo and other similarly aggrieved employees for the 5-10 minutes they spent washing their hands, putting on hairnets, and waiting in line before clocking in at the start of their shifts. When this pre-shift work time occurred, Plaintiff Amparo and other similarly aggrieved employees were owed minimum wages for the additional work.

As Defendants failed to pay all minimum wages, Defendants are liable for penalties of $100 per pay period for the first violation within the statutory period and $200 per pay period for each additional violation

Meal Period Violations

During Plaintiffs' employment, Defendants regularly failed to provide, authorize and/or permit Plaintiffs and other similarly aggrieved employees to take meal periods that complied with California law.

Under Labor Code Sections 226.7 and 512, and the applicable IWC Wage Orders, including Wage Order 8-2001, and Wage Order 14-2001, "An employer may not employ an employee for more than ten (10) hours per day without providing the employee with a second meal period of not less than 30 minutes, except that if the total hours worked is no more than 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. Additionally, "[i]f an employer fails to provide an employee a meal… period in accordance with state law, …, the employer shall the employee one additional hour of pay at the employee's regular rate of compensation for each workday that the meal period… is not provided." Wage Order 8-2001(11); see also Lab. Code § 226.7(c) ("If an employer fails to provide an employee a meal… period in accordance with state law, …, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal… period is not provided."). Defendants' violation of the applicable IWC Wage Orders, including Wage Order 8-2001 and 14-2001, constitutes a violation of Labor Code Section 558, which imposes civil penalties upon an employer for a violation to any provision regulating hour and days of work in any order of the IWC. Lab. Code § 558(a)(1), (2). Defendants' violations of Section 11 of the applicable Wage Orders constitute a violation of Labor Code Section 1198, which prohibits employment under conditions of labor that violate the IWC Wage Orders.

During the relevant period, Plaintiff Mendez was regularly scheduled to work shifts which lasted over ten hours. Additionally, Plaintiff Amparo worked shifts which exceeded ten hours on several occasions. For shifts which lasted longer than 10 hours, Plaintiffs and other similarly aggrieved employees were entitled to a second meal period. However, Defendants did not provide Plaintiffs with a second meal period. Defendants did not pay Plaintiffs and other similarly aggrieved employees with an additional hour of pay when a second meal period was not provided.

In addition, Defendants required Plaintiff Amparo and other similarly aggrieved employees to wash their hands, clock back in, and be at their workstations within the 30 minutes allotted for their meal periods. As a result of performing this work during their meal periods, including waiting in lines to clock back in, Plaintiff Amparo and other similarly aggrieved employees received less than the 30 minutes to which they were legally entitled to for their meal periods. Defendants did not pay Plaintiff Amparo and other similarly aggrieved employees an additional hour of pay when Defendants deprived aggrieved employees of legally complaint meal periods.

As Defendants failed to provide lawful meal breaks and to pay meal period premiums as required by California law when such violations occurred, Defendants are liable for civil penalties in the amount of one hundred dollars ($100) per aggrieved employee per pay period for the first meal period violation and two hundred dollars ($200) per aggrieved employee per pay period for each subsequent meal period violation.

Inaccurate Wage Statements

Labor Code Section 226(a) requires employers to furnish accurate itemized wage statements in writing that show, inter alia, "(1) gross wages earned, (2) total hours worked…"

Plaintiffs and similarly aggrieved California employees of Defendants received wage statements that did not list all wages earned, including premium wages discussed above. In *Naranjo v. Spectrum Security Services, Inc.*, 13 Cal.5th 93 (2022), the California Supreme Court held that premium pay for non-compliant meal periods are “wages” for purposes of the Labor Code § 226. Employers therefore have an obligation to report such premium pay on wage statements pursuant to Labor Code § 226. (*Id*. at 121.) As the above infractions explain, Plaintiffs and similarly aggrieved California employees were entitled to premium wages that were not paid and, therefore, are entitled to penalty payments pursuant to Labor Code Section 226.

As Defendants violated Labor Code § 226(a), Defendants are liable for penalties of one hundred dollars ($100) per pay period for the first wage statement within the statutory period, and two hundred dollars ($200) per pay period for each additional violation.

Unpaid Final Wages

Throughout Plaintiffs' employment, Defendant employed Plaintiffs and other similarly aggrieved employees on a seasonal basis. On information and belief, many employees would often return to work season after season for many years. Some only worked a few or only one season.

At all relevant times, Plaintiffs and other similarly aggrieved employees were covered by Labor Code Section 201 and were “discharged” at the end of their seasonal work within the meaning of Labor Code Section 201.

Pursuant to Labor Code Section 201, Defendants owed Plaintiffs sand other similarly aggrieved employees’ immediate payment of their final wages at the time of each of their discharges. However, Defendants did not pay final wages at the time of discharge. Instead, aggrieved employees had to wait until the regularly scheduled pay day to receive their final wages. Defendants therefore maintained a policy or practice of paying seasonally employed persons their final wages without regard for the timing requirement of Labor Code Section 201.

Pursuant to Labor Code Section 203, Plaintiffs and other similarly employed individuals are entitled to continuation of their wages, from the day of each discharge they experienced until the wages were paid, up to a maximum of thirty (30) days per discharge.

As a result of Defendants’ failure to timely pay all wages upon termination or layoff pursuant to Section 201, and to pay waiting time penalties in compliance with Section 203, Defendants are liable for civil penalties in the amount of one hundred dollars ($100) per aggrieved employee per pay period for each such violation and two hundred dollars ($200) per aggrieved employee per pay period for each subsequent violation.

Civil Penalties

As a result of the foregoing, Defendants are liable for civil penalties as provided for by California law. Consequently, Plaintiffs and all other similarly aggrieved California employees of Defendants are entitled to recover all penalties permitted by the Labor Code and penalties provided for under California law, including but not limited to Labor Code § 2698 *et seq*.

<u>Conclusion</u>

Defendants violated and continue to violate the California law as described above. Plaintiffs request that the agency to investigate the above allegations and provide notice of the investigations and findings pursuant to PAGA's provisions. Plaintiffs request that the agency inform them of it does not intend to investigate these violations so that they may file a lawsuit with respect to the allegations discussed in this letter. Thank you for your immediate attention to this matter. If you have any questions, please do not hesitate to contact me at (310) 982-2984.

Sincerely,

Jeremy F. Bollinger
MOSS BOLLINGER LLP

Gmail **Mariela De Loera Figueroa <mariela@mossbollinger.com>**

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov> Fri, Oct 18, 2024 at 12:36 PM
To: "mariela@mossbollinger.com" <mariela@mossbollinger.com>

10/18/2024

LWDA Case No. LWDA-CM-1057000-24
Law Firm : Moss Bollinger LLP
Plaintiff Name : Ana Amparo, Josue Mendez
Employer: Hall Management Corp.
Filing Fee : $75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm