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Clerk of the Napa Superior Court
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF NAPA COUNTY**

ROSALVA ALFARO GALLEGOS, on behalf
of herself and all other Aggrieved Employees,

Plaintiff,

v.

NEW PINA VINEYARD MANAGEMENT,
LLC, a California Limited Liability Company;
O'BRIEN FAMILY VINEYARD LLC; a
California Limited Liability Company; JASON
DONOHO, an individual; and DOES 1- 50,
Inclusive,

Defendants,

Case No. 25CV000048

COMPLAINT

1. Civil Penalties under the Private Attorneys General Act (PAGA)

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1 Plaintiff, ROSALVA ALFARO GALLEGOS, (“Plaintiff”), as a representative of the
2 State of California and the Labor and Workforce Development Agency (LWDA), and on behalf
3 of herself and other current or former Aggrieved Employees, complains and alleges as follows:

4 **INTRODUCTION**

5 1. This is a representative action brought by Plaintiff, as a representative of the State
6 of California and the LWDA, and on behalf of herself and other Aggrieved Employees, to collect
7 civil penalties for Defendants’ Labor Code violations.

8 2. Defendants and employers, NEW PINA VINEYARD MANAGEMENT, LLC,
9 O’BRIEN FAMILY VINEYARD LLC, and JASON DONOHO (collectively “Defendants”),
10 violated numerous wage and hour laws with respect to Plaintiff and other Aggrieved Employees
11 by failing to provide, for example: accurate and itemized wages statements, payment for all hours
12 worked (including regular wages and overtime), failure to provide a minimum wage, lawful meal
13 periods, lawful rest periods, timely payment during employment, failure to reimburse for
14 expenses incurred during the course and scope of employment, and payment upon separation of
15 employment.

16 **PARTIES**

17 **The Plaintiff**

18 3. Plaintiff, ROSALVA ALFARO GALLEGOS (hereinafter, “Plaintiff”) is, and at
19 all times herein mentioned was, a resident of California, residing in Napa County.

20 4. Aggrieved Employees are all former and/or current non-exempt employees
21 holding various positions and employed by Defendants within California during the relevant time
22 period who were subject to at least one or more of Labor Code violations set forth in the PAGA
23 Notice dated October 1, 2024 and attached hereto as **Exhibit A** (“Aggrieved Employees”) and
24 incorporated herein by reference.

25 **The Defendants**

26 5. Defendant NEW PINA VINEYARD MANAGEMENT, LLC (hereinafter, “NEW
27 PINA VINEYARD”), is a California limited liability company doing business in California, and
28 at all relevant times mentioned herein, existing, doing business and employing individuals in the

County of Napa, State of California. Plaintiff is informed and believes that NEW PINA VINEYARD operates at least one location in Napa County located at 7960 Silverado Trail, Napa, California 94558.

6. Defendant O'BRIEN FAMILY VINEYARD LLC (hereinafter, "O'BRIEN FAMILY VINEYARD"), is a California limited liability company doing business in California which, at all relevant times mentioned herein, existing, doing business and employing individuals in the County of Napa, State of California. Plaintiff is informed and believes that O'BRIEN FAMILY VINEYARD operates at least one location in Napa County located at 1200 Orchard Avenue, Napa, California, 94558.

7. Defendant JASON DONOHO (hereinafter, "DONOHO") is an individual over the age of eighteen (18) years, and at all times mentioned herein, based on information and belief, was residing in the County of Napa, State of California. Plaintiff is further informed and believes, and thereon alleges, that DONOHO was and is the managing agent and/or member of NEW PINA VINEYARD.

8. NEW PINA VINEYARD, O'BRIEN FAMILY VINEYARD, and DONOHO are collectively referred to herein as "Defendants."

9. Plaintiff is informed and thereon alleges that Defendants exercised control over Plaintiff and Aggrieved Employees' wages, hours, and/or working conditions.

10. The true names and capacities, whether individual, corporate, associate, or otherwise of Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of the fictitiously-named Defendants are responsible for the wrongful acts alleged herein and is therefore liable to Plaintiff as alleged hereinafter.

11. Plaintiff is informed and believes, and based thereupon alleges, that at all times relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,

1 supervisors, conspirators, parent corporation, joint employers, successors, alter ego, and/or joint
2 ventures of the other Defendants, and each of them, and in doing the things alleged herein, were
3 acting at least in part within the course and scope of said agency, employment, conspiracy, joint
4 employment, alter ego status, and/or joint venture and with the permission and consent of each of
5 the other Defendants.

6 12. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
7 and each of them, including those Defendants named DOES 1-50, acted in concert with one
8 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled,
9 and/or coerced one another in the wrongful acts alleged herein, and/or attempted to do so.
10 Plaintiff is further informed and believes, and based thereupon alleges, that the Defendants, and
11 each of them, including those Defendants named as DOES 1-50, formed and executed a
12 conspiracy or common plan pursuant to which they would commit the unlawful acts alleged
13 herein, with all such acts alleged herein done as part of and pursuant to said conspiracy, intended
14 to and actually causing Plaintiff harm.
15

16 13. Whenever and wherever reference is made in this Complaint to any act or failure
17 to act by a defendant or co-defendant, such allegations and references shall also be deemed to
18 mean the acts and/or failures to act by each defendant acting individually, jointly and severally.
19

20 **JURISDICTION AND VENUE**

21 14. Venue is proper in Napa County because Defendants either maintain its locations
22 and/or transacts business in this county, the obligations and liability primarily arise in this county,
23 and work was primarily performed by Plaintiff and other Aggrieved Employees in this county.

24 15. The California Superior Court has jurisdiction over this matter. PAGA penalties
25 cannot be aggregated to meet the minimum jurisdictional amount required for diversity removal.
26 Further, there is no federal question at issue as the issues herein are based solely on California
27 statutes and law, including, but not limited to, the California Labor Code, Industrial Welfare
28 Commission Wage Orders, California Code of Civil Procedure, and California Rules of Court.

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17. Plaintiff was employed by Defendants as a general laborer/grape picker from approximately 2015 to the present. Plaintiff's primary picking grapes from the vineyard, cutting grapes, and discarding rotten grapes.

19. Plaintiff and Aggrieved Employees were also not paid their correct overtime wages at their correct regular rate of pay because Defendants failed to factor non-discretionary bonuses and compensation into Plaintiff and Aggrieved Employees' regular rate of pay for purposes of calculating overtime.

1 in times when Plaintiff and Aggrieved Employees clocked-in before the scheduled start of their
2 respective shifts and rounded down clock-out times when Plaintiff and Aggrieved Employees
3 worked past the scheduled end time for their shifts, as well as (2) requiring Plaintiff and
4 Aggrieved Employees to continue working when ostensibly on duty-free meal periods, or
5 requiring them to return to work before the end of their thirty-minute meal periods but prohibiting
6 them from clocking back in until the legally required thirty-minute mark.

7 21. Based on information and belief, Plaintiff believes she and Aggrieved Employees
8 were also not being reimbursed for all necessary expenses incurred in the performance of their
9 job duties. Specifically, Defendants required Plaintiff and Aggrieved Employees, regardless of
10 classification, to use their personal cellular telephones to communicate with colleagues and
11 supervisors in the course of performing their respective duties but failed to reimburse them for
12 use of the personal cellular devices nor the consumption of their personal data plan. Specifically,
13 Plaintiff was required to be part of a work group chat to communicate with her supervisors via
14 text messages.

15 22. Defendants failed to authorize and permit all required meal and rest periods for
16 Plaintiff and Aggrieved Employees because, upon information and belief, Defendants maintained
17 unlawful meal/rest period policies and practices. In order to curtail labor costs, Defendants
18 regularly did not staff enough employees to provide sufficient coverage to maintain their business
19 operations so Plaintiff and Aggrieved Employees could not both complete their assigned daily
20 duties and take complete, timely and uninterrupted meal and rest breaks. Defendants prioritized
21 completion of daily duties and customer satisfaction ahead of meal and rest period compliance.
22 Defendants failed to provide Plaintiff and Aggrieved Employees with an additional hour of
23 premium pay at the regular rate of pay for each meal/rest period violation, as required by Labor
24 Code section 226.7.

25 23. As a result of the violations described above, Plaintiff and Aggrieved Employees
26 experienced collateral or derivative violations. Specifically, Defendants failed to provide Plaintiff
27 and Aggrieved Employees accurate itemized wage statements in writing in compliance with
28

1 Labor Code section 226 and failed to compensate Plaintiff and Aggrieved Employees for all
2 wages owed at the time employment with Defendant had ended.

3 24. Pursuant to Labor Code section 2699, subdivision (a), any provision of the Labor
4 Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its
5 departments, divisions, commissions, boards, agencies or employees for violation of the code
6 may, as an alternative, be recovered through a civil action brought by an aggrieved employee on
7 behalf of himself and other current or former employees pursuant to the procedures specified in
8 Labor Code section 2699.3.

9 25. For all provisions of the Labor Code except those for which a civil penalty is
10 specifically provided, Labor Code section 2699, subdivision (f) imposes upon Defendant a
11 penalty of one hundred dollars (\$100.00) for each Aggrieved Employee per pay period for the
12 initial violation and two hundred dollars (\$200.00) for each Aggrieved Employee per pay period
13 for each subsequent pay period in which Defendant violated these provisions of the Labor Code.
14

15 26. Defendants' conduct during the PAGA period with respect to Plaintiff and
16 Aggrieved Employees violates numerous Labor Code sections as detailed herein.

17 27. Plaintiff alleges that Defendants have engaged in a systematic pattern of wage and
18 hour violations under the California Labor Code and IWC Wage Orders.

19 28. At all relevant times herein, Defendants employed Plaintiff and Aggrieved
20 Employees who were subject to the employment policies described herein, in whole or in part,
21 and therefore suffered at least one or more of the violations set forth herein.

22 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that Plaintiff and Aggrieved Employees were entitled to receive wages for
24 all hours worked, including the applicable minimum, regular, and overtime wages, and that they
25 were not receiving all wages earned for work that was required to be performed. In violation of
26 the Labor Code and IWC Wage Orders, Defendants failed to pay Plaintiff and Aggrieved
27 Employees for all hours worked. Accordingly, Defendants failed to pay Plaintiff and Aggrieved
28 Employees all earned minimum, regular, and/or overtime compensation.

1 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
2 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
3 meal periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
4 regular rate of pay when they did not receive a timely, uninterrupted off-duty meal period. In
5 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy
6 of not providing timely meal periods. Defendant failed to pay an additional hour of pay to Plaintiff
7 and Aggrieved Employees for late meal periods. As a result of Defendants' unlawful policy and
8 practice, Plaintiff and Aggrieved Employees did not receive all meal periods or payment of one
9 (1) additional hour of pay at Plaintiff's and Aggrieved Employees' regular rate of pay when they
10 did not receive a timely, uninterrupted 30 minute off-duty meal period.

11 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
12 or should have known that Plaintiff and Aggrieved Employees were entitled to receive all required
13 rest periods or payment of one (1) additional hour of pay at Plaintiff and Aggrieved Employees'
14 regular rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In
15 violation of the Labor Code and IWC Wage Orders, Defendants had a pattern, practice, and policy
16 of not providing timely rest periods. Defendant failed to pay an additional hour of pay to Plaintiff
17 and Aggrieved Employees for each rest periods were not provided or was interrupted. As a result
18 of Defendant's unlawful policy and practice, Plaintiff and Aggrieved Employees did not receive
19 all required rest periods or payment of one (1) additional hour of pay at Plaintiff's and Aggrieved
20 Employees' regular rate of pay when they did not receive a timely, uninterrupted 10 minute off-
21 duty rest period.

22 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
23 or should have known that Plaintiff and certain Aggrieved Employees were entitled to timely
24 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiff
25 and certain Aggrieved Employees did not receive payment of all wages due, within permissible
26 time periods, upon separation of employment.

27 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants knew
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1 or should have known that Plaintiff and Aggrieved Employees were entitled to receive itemized
2 wage statements that accurately showed their actual hours worked, total hours worked, number
3 of hours worked at each hourly rate, gross and net wages earned, and correct employer
4 information in accordance with California law. As a result of the wage violations specified above,
5 and in violation of the Labor Code, Plaintiff and Aggrieved Employees were not provided with
6 accurate itemized wage statements that accurately reported their gross and net wages earned, total
7 hours worked, each applicable rate of pay in effect during the pay period with the corresponding
8 number of hours worked, and the address of the legal entity that is the employer, among other
9 things.

10 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Defendants was required to maintain accurate records of the hours
12 worked by Plaintiff and Aggrieved Employees. In violation of the Labor Code, Defendants failed
13 to maintain accurate records of hours worked by Plaintiff and Aggrieved Employees due to its
14 off-the-clock and/or unfair rounding practices, among other things.

15
16 **FIRST CAUSE OF ACTION**

17 **(Civil Penalties Under the Private Attorneys General Act,**
18 **Labor Code § 2699 et seq., for Violations of the Labor Code)**

19 35. Plaintiff realleges and incorporates by reference all preceding paragraphs of this
20 Complaint as if set forth in full herein.

21 36. By this Complaint, Plaintiff brings this case as a representative action seeking
22 penalties for herself, the Aggrieved Employees, and the State of California in a representative
23 capacity, as provided by the PAGA, Labor Code sections 2698 *et seq.* Plaintiff is an Aggrieved
24 Employee who was employed by Defendants and subject to at least one of the Labor Code
25 violations set forth in Labor Code section 2699.5. Plaintiff specifically alleged the following in
26 his or her notice to the LWDA and Defendants: violation of Labor Code sections 201, 202, 203,
27 204, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198
28 and 2802.

37. Under Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause of action under PAGA only after giving the LWDA and the employer notice of the Labor Code sections alleged to have been violated, and after receiving notice from the LWDA of its intention not to investigate, or after 65 days have passed without notice from the LWDA.

38. Prior to filing this Complaint, on or about October 1, 2024, Plaintiff gave written notice of the specific provisions alleged to have been violated, including the facts and theories to support the alleged violations, as required by Labor Code section 2699.3 to Defendants. The written notice was given via certified mail to Defendants, and the LWDA by electronically filing the notice via the Department of Industrial Relations website. Plaintiff was given an LWDA case number. True and correct copies of Plaintiff's notices to the LWDA and Defendants are attached hereto as **Exhibit A**.

39. The LWDA has not provided Plaintiff with any notice that it intends to investigate the violations as alleged in Plaintiff's notices, and more than 65 calendar days have elapsed since the postmark date on the latter notice.

40. California Labor Code §§2698-2699.5, in relevant part provides, “any provision of this code that provides for a civil penalty to be assessed and collected by the Labor and Workforce Development Agency...for a violation of this code, may, as an alternative, be recovered through a civil action brought by an Aggrieved Employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Section 2699.3.”

41. As an Aggrieved Employee, Plaintiff brings this civil action to recover civil penalties for Defendant's Labor Code violations.

First Violation

(Failure to Provide Meal Periods, in Violation of Labor Code Section 512)

42. Under California Labor Code §512(a), “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes, except that if the total work period per day of the

1 employee is no more than six hours, the meal period may be waived by mutual consent of both
2 the employer and employee.”

3 43. Defendants violated Labor Code § 512 by failing to provide Plaintiff and
4 Aggrieved Employees who worked shifts of greater than five hours, uninterrupted, complete,
5 and/or timely meal periods within the first five hours of the shifts worked. Defendants,
6 furthermore, did not provide the requisite second meal period after working more than 10 hours.

7 44. Defendants failed to pay Plaintiff one (1) hour of pay at Plaintiff’s regular rate of
8 pay for each day Defendants failed to provide a meal period in compliance with section 512.

9
10 **Second Violation**

11 **(Failure to Provide Rest Periods, in Violation of Labor Code Section 226.7)**

12 45. Under California Labor Code §226.7(b), “An employer shall not require an
13 employee to work during a meal or rest or recovery period mandated pursuant to an applicable
14 statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

15 46. Industrial Welfare Commission (IWC) provides, “Every employer shall authorize
16 and permit all employees to take rest periods, which insofar as practicable shall be in the middle
17 of each work period. The authorized rest period time shall be based on the total hours worked
18 daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.”

19 47. Defendants failed to authorize and permit Plaintiff and Aggrieved Employees to
20 take rest periods and mandated by the Wage Order.

21 48. Under §226.7(c), an employer who violates §226.7(b), “...shall pay the employee
22 one additional hour of pay at the employee’s regular rate of compensation for each workday that
23 the meal or rest or recovery period is not provided.”

24 49. Defendants failed to pay Plaintiff and Aggrieved Employees who were not
25 provided rest periods one hour of pay at their regular rate of pay.

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**(Failure to Provide Complete and Accurate Wage Statements,
in Violation of Labor Code Section 226)**

51. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendant's Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

(Failure to Pay Minimum Wages)

53. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under Labor Code § 2699.

(Failure to Pay Overtime Wages)

55. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties

1 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
2 Labor Code § 2699.

3 **Sixth Violation**

4 **(Failure to Timely Pay Wages During Employment)**

5 56. Pursuant to California Labor Code § 204, for all labor performed between the 1st
6 and 15th days of any calendar month, an employer is required to pay its employees between the
7 16th and 26th day of the month during which the labor was performed. California Labor Code §
8 204 also provides that for all labor performed between the 16th and 26th days of any calendar
9 month, Defendant was required to pay their employees between the 1st and 15th day of the
10 following calendar month. In addition, California Labor Code § 204 provides that all wages
11 earned for labor in excess of the normal work period shall be paid no later than the payday of the
12 next regular payroll period.

13 57. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
14 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
15 Labor Code § 2699.

16 **Seventh Violation**

17 **(Failure to Pay All Wages Due to Discharged and Quitting Employees)**

18 58. Pursuant to California Labor Code § 201, 202, and 203, Defendants are required
19 to pay all earned and unpaid wages to an employee who is discharged. California Labor Code §
20 201 mandates that if an employer discharges an employee, the employee's wages accrued and
21 unpaid at the time of discharge are due and payable immediately.

22 59. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
23 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
24 Labor Code § 2699.

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1 **Eighth Violation**

2 **Failure to Reimburse Business Expenses in Violation of Labor Code § 2802**

3 **(Against all Defendants and DOES 1 to 50, inclusive)**

4 60. Labor Code § 2802 provides that an employer shall indemnify his or her employee
5 for all necessary expenditures or losses incurred by the employee in direct consequence of the
6 discharge of his or her duties, or of his or her obedience to the directions of the employer.

7 61. Defendants failed to indemnify and reimburse Plaintiff for all necessary
8 expenditures or losses incurred by Plaintiff in direct consequence of the discharge of Plaintiff's
9 job duties.

10 62. Pursuant to Labor Code § 2802, Plaintiff is entitled to recover business expenses
11 incurred as a result of discharging his or her duties, including interest.

12 63. Plaintiff, on behalf of the State of California and the LWDA, seeks civil penalties
13 for Defendants' Labor Code violations alleged herein, as well as attorney's fees and costs, under
14 Labor Code § 2699.

15
16 **PRAYER FOR RELIEF**

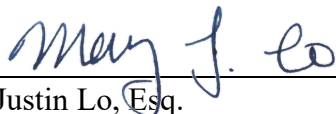
17 **WHEREFORE**, Plaintiff prays for the following relief:

- 18 1. For penalties in an amount according to proof;
19 2. For reasonable attorney's fees and costs pursuant to PAGA; and
20 3. For such other and further relief as this Court may deem just and proper.
21

22 Respectfully Submitted,

23 Dated: January 8, 2025

WORK LAWYERS PC

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25 

26 Justin Lo, Esq.

27 May T. To, Esq.

28 Attorneys for Plaintiff ROSALVA ALFARO
GALLEGOS and Aggrieved Employees