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Clerk of the Napa Superior Court
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FRANCELI RAMIREZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF NAPA

FRANCELI RAMIREZ, an individual,

Plaintiff,

vs.

FARM NAPA VALLEY, LLC, a California
Limited Liability Company; JOHN
ANTHONY WINE & SPIRITS II, LLC, a
California Limited Liability Company; and
DOES 1 TO 50,

Defendants.

CASE NO.: 24CV002270

[Assigned to Honorable Cynthia P. Smith,
Dept. A]

FIRST AMENDED COMPLAINT FOR:

- 1. UNPAID WAGES AND OVERTIME**
- 2. FAILURE TO PROVIDE MEAL PERIODS**
- 3. FAILURE TO PROVIDE REST PERIODS**
- 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**
- 5. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES**
- 6. WRONGFUL DISCHARGE – PUBLIC POLICY**
- 7. DISCRIMINATION AND HARASSMENT – VIOLATION OF FEHA**
- 8. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200**
- 9. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”)**

DEMAND FOR JURY TRIAL

Complaint Filed: December 20, 2024
Trial Date: None

1 **INTRODUCTION**

2 1. Plaintiff Franceli Ramirez brings this action on behalf of herself for
3 Defendants' failure to pay regular and overtime wages, failure to provide timely meal
4 periods, failure to provide rest periods, failure to pay premium wages for missed/delayed
5 meal and rest periods, failure to furnish wage statements, wrongful termination and
6 discrimination. As a result of these acts or omissions, Defendants have violated California
7 statutory laws as described below.

8 **PARTIES**

9 2. Plaintiff Franceli Ramirez ("Plaintiff") is a natural person and is domiciled in
10 Napa County, California.

11 3. Defendant Farm Napa Valley, LLC, a California Limited Liability Company,
12 was at all relevant times doing business in Napa County, California.

13 4. Defendant John Anthony Wine & Spirits II, LLC, a California Limited Liability
14 Company, was at all relevant times doing business in Napa County, California.

15 5. Plaintiff is ignorant of the true names and capacities of the defendants sued
16 under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show
17 their true names and capacities when the same have been ascertained. Plaintiff is
18 informed and believe that each of the fictitiously named Doe Defendants is legally
19 responsible in some manner for the occurrences alleged and that Plaintiff's injuries and
20 damages, as alleged, were proximately caused by these Doe Defendants' actions.

21 6. Farm Napa Valley, LLC, John Anthony Wine & Spirits II, LLC, and Doe
22 Defendants 1 through 50, inclusive, are referred to herein collectively as "Defendants."
23 Plaintiff is informed and believe and thereon allege that at all times pertinent hereto, each
24 Defendant was the agent and employee of each of its co-Defendants, and in doing the
25 things described herein, was acting within the course and scope of his/her authority as
26 such agent and employee, and each Defendant ratified and approved the acts of his/her
27 agents and employees. Defendants acted as Plaintiff's "employer" and are responsible for
28 any and all damages claimed by Plaintiff in this action under Labor Code section 558.1.

1 **FACTUAL ALLEGATIONS**

2 7. Plaintiff Franceli Ramirez began her employment with Defendants Farm
3 Napa Valley LLC and John Anthony Wine & Spirits II, LLC as a housekeeper on or about
4 September 16, 2019. Her responsibilities included sweeping, mopping, cleaning glass,
5 organizing bottles, and performing other housekeeping tasks at Defendants' properties.
6 Plaintiff was a diligent and hardworking employee who initially worked over 40 hours per
7 week. However, in the last two years of her employment, her assigned hours were
8 reduced. Plaintiff earned an hourly wage of \$22.01 and regularly received bonuses
9 throughout her tenure.

10 8. On or about July 8, 2024, Plaintiff verbally informed Defendants' Human
11 Resources representative, Daisy Vasquez, that she was pregnant. Plaintiff had recently
12 learned of her pregnancy and had not yet obtained formal documentation from her
13 physician. Shortly thereafter, she scheduled her first ultrasound appointment, set for July
14 25, 2024.

15 9. Following her pregnancy disclosure, Plaintiff began experiencing adverse
16 treatment. On or about July 16, 2024, her supervisor, Ricardo, informed her that her
17 employment was being terminated due to "low work volume." Defendants claimed that
18 Plaintiff was the only employee eligible for termination, despite the presence of two other
19 women in similar positions.

20 10. In addition to the discriminatory conduct following her pregnancy disclosure,
21 Plaintiff endured systemic workplace violations during her employment. She frequently
22 was unable to take legally mandated rest and meal breaks due to the demands of her
23 workload and the time required to complete her assigned tasks. Plaintiff often either
24 skipped breaks entirely or took them late, sometimes as frequently as three times per
25 week.

26 11. Despite regularly working overtime, Plaintiff was discouraged from reporting
27 overtime hours and faced reprimands for doing so. Defendants also maintained an
28 unlawful rounding policy, compensating employees based on scheduled hours rather than

1 actual time worked, resulting in underpayment to Plaintiff and similarly aggrieved
2 employees. Furthermore, Defendants failed to include incentive payments, such as
3 bonuses, in the calculation of employees' regular rates of pay for overtime compensation,
4 in violation of California law.

5 **FEHA ALLEGATIONS**

6 12. Complaint alleges causes of action under California's Fair Employment and
7 Housing Act (the "FEHA"). Plaintiff has obtained a right to sue notice issued by the
8 Department of Fair Employment and Housing, exhausted administrative remedies, and
9 satisfied all pre-filing requirements.

10 **PAGA ALLEGATIONS**

11 13. On or around the date of the filing of this Complaint, Plaintiff filed a claim
12 with the California Labor and Workforce Development Agency (hereafter, "LWDA") and
13 provided a copy by certified mail to Defendant. Plaintiff has exhausted Plaintiff's
14 administrative remedies and, pursuant to Labor Code section 2699.2, is permitted to
15 pursue Plaintiff's PAGA claims in this court. The period for the LWDA to respond to the
16 has expired. The LWDA did not respond within the applicable statutory period, Plaintiff
17 now amends this Complaint to add a cause of action under PAGA.

18 **NOTICE OF DAMAGES**

19 14. For notice purposes, and should Defendants fail to respond to this
20 Complaint, Plaintiff will seek a default judgment against Defendants, and each of them, in
21 an amount up to \$1,000,000 for compensatory damages, an equivalent amount in
22 liquidated damages, and \$3,000,000 in civil penalties in accordance with proof at the time
23 of the default hearing. This notice is provided in order to comply with due process
24 requirements for the purpose of a default judgment. If Defendants respond to this
25 Complaint and appear in this action, Plaintiff will seek damages in accordance with proof
26 at the time of trial.

27 ///

28 ///

FIRST CAUSE OF ACTION
UNPAID REGULAR WAGES AND OVERTIME
(Against All Defendants)

15. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

16. Under Labor Code §§ 204, 215, 216, 218.5, 510, 1194, 1194.2, 1197, 1199, and the applicable IWC Wage Order, it is unlawful for an employer to suffer or permit an employee to work without paying wages for all hours worked. "Hours worked" is defined to include the time an employee is suffered or permitted to work, whether or not required to do so. At all relevant times, Defendants have failed to pay Plaintiff for all hours worked and/or have regularly and consistently maintained policies and practices of refusing to pay Plaintiff for all hours worked.

17. **Unpaid Regular Wages:** Plaintiff should have received regular wages according to the hours worked during Plaintiff's employment. Defendants owe Plaintiff regular wages and have failed and refused, and continue to fail and refuse, to pay Plaintiff the amounts owed as regular wages.

18. **Unpaid Overtime Wages:** Plaintiff was entitled to overtime compensation for all overtime hours worked during Plaintiff's employment. During Plaintiff's employment, Defendants failed to pay Plaintiff for all hours worked, including Plaintiff's overtime hours, and Plaintiff is therefore entitled to the amounts owed as overtime wages.

19. **Liquidated Damages:** Plaintiff is entitled to liquidated damages under Labor Code section 1194.2(a).

20. As a direct and proximate result of Defendants' conduct, as set forth herein, Plaintiff has sustained damages and been deprived of wages and overtime compensation that are owed in amounts to be proven at trial. Plaintiff is entitled to recovery of such amounts, plus interest, liquidated damages, and attorneys' fees and costs.

SECOND CAUSE OF ACTION
FAILURE TO PROVIDE MEAL PERIODS
(Against All Defendants)

21. Plaintiff incorporates by reference all other paragraphs of this Complaint as

1 if they were re-alleged and set forth herein.

2 22. California Labor Code § 512 provides, in pertinent part, as follows: "An
3 employer may not employ an employee for a work period of more than five hours per day
4 without providing the employee with a meal period of not less than 30 minutes except that
5 if the total work period per day of the employee is no more than six hours, the meal period
6 may be waived by mutual consent of both the employer and the employee".

7 23. Pursuant to Defendants' policies and the demands of Plaintiff's duties,
8 Plaintiff was required to, and actually did, forego the meal periods required to be provided
9 to Plaintiff. By failing to provide Plaintiff with these meal periods, Defendants violated
10 California Labor Code sections 512 and 226.7 and the applicable IWC Wage Order. As a
11 result of the unlawful acts of Defendants set forth herein, Plaintiff is entitled to additional
12 wages for the missed and delayed meal periods.

13 **THIRD CAUSE OF ACTION**
14 **FAILURE TO PROVIDE REST PERIODS**
(Against All Defendants)

15 24. Plaintiff incorporates by reference all other paragraphs of this Complaint as
16 if they were re-alleged and set forth herein.

17 25. The applicable IWC Wage Order authorizes and requires employees to take
18 paid rest periods based on the total hours worked daily at the rate often minutes rest per
19 four hours or major fraction thereof. Cal. Labor Code § 226.7(a) provides: "No employer
20 shall require an employee to work during any . . . rest period mandated by an applicable
21 order of the Industrial Welfare Commission."

22 26. Pursuant to Defendants' policies and the demands of Plaintiff's duties,
23 Plaintiff routinely was required to take delayed rest periods and/or to skip rest periods. By
24 requiring and permitting Plaintiff to miss these rest periods, or take delayed rest periods,
25 Defendants violated California Labor Code section 226.7 and the applicable IWC Wage
26 Order and California Labor Code section 226.7. As a result of the unlawful acts of
27 Defendants set forth herein, Plaintiff is entitled to additional wages for the missed and
28 delayed rest periods.

FOURTH CAUSE OF ACTION
FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS
(Against All Defendants)

27. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

28. Defendants knowingly and intentionally failed to provide timely, accurate, itemized wage statements in accordance with Cal. Lab. Code §226(a) and the applicable IWC Wage Order. Such failure caused injury to Plaintiff by, among other things, impeding Plaintiff from knowing the amount of wages to which Plaintiff is and was legally entitled. At all times relevant herein, Defendants have failed to maintain records of hours worked by Plaintiff as required under Labor Code §1174(d).

29. Prior to the completion of discovery, and to the best of Plaintiff's knowledge at the time of filing this Complaint, Plaintiff's good faith estimate of the number of pay periods in which Defendants have failed to provide accurate itemized wage statements to Plaintiff in each and every pay period during Plaintiff's employment. Plaintiff seeks the amount provided under Cal. Lab. Code §226(e), including the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurred and one hundred dollars (\$100) for each violation in a subsequent pay period.

FIFTH CAUSE OF ACTION
WAITING-TIME PENALTY FOR NONPAYMENT OF WAGES
(Against All Defendants)

30. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

31. Plaintiff separated from employment with Defendants as further alleged herein. Upon separation, and within the statutorily required timeline, Defendants willfully failed to pay Plaintiff all wages when due.

32. Plaintiff seeks waiting time penalties as authorized by law, including Labor Code sections 203 and 218.

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SIXTH CAUSE OF ACTION
WRONGFUL DISCHARGE – PUBLIC POLICY
(Against All Defendants)

33. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

34. Plaintiff was employed by Defendants. Defendants discharged Plaintiff from employment. As further alleged herein, a substantial motivating reason for Plaintiff's discharge was in violation of public policy.

35. Defendants' discharge of Plaintiff was a substantial factor in causing Plaintiff was harmed by the discharge in that, and among other damages, Plaintiff to suffer harm and damages.

SEVENTH CAUSE OF ACTION
DISCRIMINATION AND HARASSMENT
VIOLATION OF FEHA
(Against All Defendants)

36. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

37. At all relevant times, California Government Code § 12940 prohibited discrimination and harassment in the workplace based on a person's membership in a protected class, or a person's protected status, as further identified in, among other provisions of the law, Government Code section 12940(a).

38. Defendants engaged in and/or ratified unlawful discrimination and harassment against Plaintiff in violation of Government Code section 12940 on the basis of Plaintiff's membership in a protected class and/or exercise of civil rights as further described herein. Plaintiff has suffered harm and legal damages and Defendants' conduct as alleges herein was a substantial factor in causing Plaintiff's harm and legal damages.

EIGHTH CAUSE OF ACTION
VIOLATION OF BUSINESS & PROFESSIONS CODE § 17200
(Against All Defendants)

39. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

1 40. Defendants' violations of the Labor Code and other laws and regulations as
2 alleged by this Complaint, and other wrongful, tortious and illegal acts and omissions, all
3 constitute unfair business practices in violation of the Unfair Competition Law, Business
4 and Professions Code § 17200 et seq.

5 41. As a result of Defendants' unfair business practices, Defendants have
6 reaped unfair benefits and illegal profits at the expense of Plaintiff and members of the
7 public. Defendants' utilization of such unfair business practices constitutes unfair
8 competition and provides an unfair advantage over Defendants' competition. Defendants
9 should be made to disgorge the ill-gotten gains and restore such monies to Plaintiff.

10 42. Defendants' unfair business practices entitles Plaintiff to seek preliminary
11 and permanent injunctive relief, including but not limited to orders that Defendants account
12 for, disgorge and restore to Plaintiff any compensation unlawfully withheld from Plaintiff,
13 and for which Defendants were unjustly enriched.

14 **NINTH CAUSE OF ACTION**
15 **VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")**
 (Plaintiff against All Defendants)

16 43. Plaintiff incorporates by reference all other paragraphs of this Complaint as
17 if they were re-alleged and set forth herein.

18 44. Plaintiff brings this cause of action on behalf of himself and all other
19 aggrieved current and former employees of Defendants and seeks civil penalties for each
20 and every violation alleged herein. Plaintiff has filed a claim with the California Labor and
21 Workforce Development Agency (hereafter, "LWDA") and provided a copy by certified mail
22 to Defendants.

23 45. Plaintiff complied with all procedural requirements of Labor Code § 2699.3
24 before filing this Complaint. LWDA did not respond to his notice of the alleged violations
25 within the statutory timeframe, and Plaintiff has therefore exhausted administrative
26 remedies. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants and
27 the violations alleged herein were committed against Plaintiff. Plaintiff brings this action
28 on behalf of Plaintiff and all other current and former aggrieved employees. At the time of

each violation, Defendants employed one or more employees.

46. As a result of the aforesaid wrongful and illegal conduct of the Defendants, and each of them, Plaintiff is entitled to civil penalties in an amount to be determined at trial, costs, and attorney's fees against Defendants.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment against Defendants as follows:

1. For compensatory damages in an amount to be proven at trial;
2. General and special damages, in an amount to be proven at trial;
3. For all statutory penalties and liquidated damages as authorized by law, including all statutory penalties as authorized under PAGA;
4. For temporary, preliminary, and permanent injunction;
5. Attorney's fees and costs of suit;
6. For punitive and exemplary damages;
7. For liquidated damages as provided by law;
8. Pre-judgment interest on any damages or other amounts deemed payable; and
9. Other or further relief as the Court deems just and proper.

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a trial by jury.

Dated: July 28, 2025

HAULK & HERRERA LLP

By: _____


Matthew A. Haulk, Esq.
Jose M. Herrera, Esq.
Attorneys for Plaintiff
FRANCELI RAMIREZ

PROOF OF SERVICE

Franceli Ramirez v. Farm Napa Valley, LLC, et al.
Napa County Superior Court Case No.: 24CV002270

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.				
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111				
3.	I served copies of the following document(s): FIRST AMENDED COMPLAINT FOR: 1. UNPAID WAGES AND OVERTIME 2. FAILURE TO PROVIDE MEAL PERIODS 3. FAILURE TO PROVIDE REST PERIODS 4. FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS 5. WAITING TIME PENALTY FOR NONPAYMENT OF WAGES 6. WRONGFUL DISCHARGE – PUBLIC POLICY 7. DISCRIMINATION AND HARASSMENT – VIOLATION OF FEHA 8. VIOLATION OF BUSINESS AND PROFESSIONS CODE SECTION 17200 9. VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT (“PAGA”) DEMAND FOR JURY TRIAL				
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed: Boris Sorsher, Esq. Kristina Noel A. Buan, Esq. FISHER & PHILLIPS LLP 2050 Main Street, Suite 1000 Irvine, CA 92614 Telephone: (949) 798-2140 Email: bsorsher@fisherphillips.com kbuan@fisherphillips.com <i>Attorney for Defendants</i>				
5.	<table border="1"><tr><td>a.</td><td>By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney’s office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party’s residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.</td></tr><tr><td>b.</td><td>By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):</td></tr></table>	a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney’s office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party’s residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.	b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
a.	By Personal Service. I personally delivered the documents on the date shown below to the person(s) at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney’s office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party’s residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.				
b.	By United States Mail. I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):				

	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid.
c.		By Overnight Delivery. Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
d.		By Messenger Service. I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
e.		By Fax Transmission. Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
f. X		By Electronic Transmission. I caused the documents to be sent from the email address tgesin@hemploymentlaw.com on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on July 28, 2025	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

July 28, 2025	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)