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**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SANTA CLARA**

ISMAEL VILLANUEVA PALAFOX;
JHONATAN VILLANUEVA PALAFOX;
JUAN MANUEL VILLANUEVA, on behalf
of the State of California and Aggrieved
Employees,

Plaintiff,

vs.

EMPIRE FARM LABOR CONTRACTOR,
LLC; CHRISTOPHER RANCH, LLC;
Defendants.

Case No. 25CV459247

**COMPLAINT FOR PENALTIES PURSUANT
TO SECTIONS 2699(a) AND (f) OF THE
CALIFORNIA LABOR CODE PRIVATE
ATTORNEYS GENERAL ACT**

DEMAND FOR JURY TRIAL

1 Plaintiffs Ismael Villanueva Palafox, Jhonatan Villanueva Palafox, and Juan Manuel
2 Villanueva (“Plaintiffs”), on behalf of the State of California and Aggrieved Employees, complain and
3 allege as follows:

4 **INTRODUCTION**

5 1. Plaintiffs bring this enforcement action against Defendants Empire Farm Labor
6 Contractor, LLC (“Empire”), and Christopher Ranch, LLC (“Christopher Ranch”) (Collectively
7 “Defendants”) on behalf of the State of California to collect penalties as a result of Defendants’
8 systematic violations of California labor law with respect to Defendants’ non-exempt hourly workers
9 in the State of California (the “Aggrieved Employees”).

10 2. Plaintiffs and Aggrieved Employees are current and former non-exempt, hourly
11 workers employed by Defendants in California.

12 3. Plaintiffs challenge Defendants’ policies and practices of: (1) breaching and continuing
13 to breach the employment agreements with Plaintiffs and Aggrieved Employees by terminating their
14 employment earlier than the agreed upon date; (2) failing to authorize and permit Plaintiffs and
15 Aggrieved Employees to take meal and rest breaks in compliance with California law; (3) failing to
16 compensate Plaintiffs and Aggrieved Employees for all hours worked; (4) as a result, failing to pay
17 Plaintiffs and Aggrieved Employees minimum wages and overtime wages; (5) making unlawful
18 deductions from Plaintiffs and Aggrieved Employees wages; (6) failing to reimburse Plaintiffs and
19 Aggrieved Employees for business expenses made at the benefit of Defendants; (7) failing to provide
20 Plaintiffs and Aggrieved Employees accurate wage statements; (8) and failing to timely pay Plaintiffs
21 and Aggrieved Employees all wages due upon termination or resignation.

22 4. Plaintiffs, on behalf of the State of California, seek to recover penalties and reasonable
23 attorneys’ fees for these violations pursuant to Sections 2699(a) and (f) of the California Labor Code
24 Private Attorneys General Act (“PAGA”).

25 **PARTIES**

26 5. Plaintiffs and Aggrieved Employees are all current and former non-exempt, hourly
27 employees of Empire Farm Labor contractor, LLC and Christopher Ranch, LLC. in the State of
28 California. The Aggrieved Employees work as, among other positions, hourly paid farmworkers,

1 laborers, and other hourly non-exempt employees in California.

2 6. Plaintiff Ismael Villanueva Palafox is an individual over the age of eighteen and, at all
3 times relevant to this Complaint, was a resident of the State of California.

4 7. Plaintiff Jhonatan Villanueva Palafox is an individual over the age of eighteen and, at
5 all times relevant to this Complaint, was a resident of the State of California.

6 8. Plaintiff Juan Manuel Villanueva is an individual over the age of eighteen and, at all
7 times relevant to this Complaint, was a resident of the State of California.

8 9. Plaintiffs worked for Defendants as laborers/farmers in California during 2024.

9 10. Plaintiffs are informed, believe, and thereon allege that Empire Farm Labor Contractor,
10 LLC is California based farm labor contractor that acts as a staffing agency for agricultural businesses.
11 Empire is a California limited liability company, and its principal place of business is in Salinas,
12 California. Empire conducts extensive activities in California, for example their website states that
13 they get over 1000 applicants a year for their H-2A positions.

14 11. Plaintiffs are informed, believe, and thereon allege that Christopher Ranch, LLC is the
15 leading garlic producer in the United States. Christopher Ranch is a California limited liability
16 company, and its principal place of business is in Gilroy, California. Based on information and belief,
17 Christopher Ranch uses Empire's staffing services to fulfill a number of farm labor positions in their
18 fields in California.

19 12. Plaintiffs are informed, believe, and thereon allege that Defendants employ hundreds
20 of hourly, non-exempt workers similarly situated to Plaintiffs in California. Plaintiffs are informed,
21 believe, and thereon allege that, in California, Defendants own, operate, and/or manage locations in
22 this county. Plaintiffs are informed, believe, and thereon allege that Defendants employ Aggrieved
23 Employees, among other hourly employees, in this County and throughout California.

24 13. At all material times, Defendants do business under the laws of California, have places
25 of business in the State of California, including in this County, and employ Aggrieved Employees in
26 this County. Defendants are a "person" as defined in Cal. Lab. Code § 18 and Cal. Bus. & Prof. Code
27 § 17201. Defendants are also an "employer" as that term is used in the California Labor Code and the
28 IWC Wage Orders.

1 14. Defendants employ Plaintiffs and Aggrieved Employees because Defendants, directly
2 or indirectly, control the employment terms, pay practices, timekeeping practices, and daily work of
3 Plaintiff and Aggrieved Employees.

4 **SUBJECT MATTER JURISDICTION AND VENUE**

5 15. Venue is proper in this County pursuant to Cal. Code Civ. Proc. §§ 393 and/or 395.5.
6 Defendants conduct business and employ Aggrieved Employees in this County, and therefore the
7 liability and the cause, or some part of the cause, arose in this County.

8 16. This Court has jurisdiction over Plaintiffs' claims for penalties pursuant to the PAGA.
9 The Court also has jurisdiction over Defendants because they are corporations authorized to do
10 business in the State of California, and because Defendants do in fact do business and employ workers
11 in the State of California.

12 **FACTUAL ALLEGATIONS**

13 17. Upon information and belief, Empire Farm Labor Contractor, LLC ("Empire") is a
14 California based farm labor contractor that acts as a staffing agency for agricultural businesses. In
15 California, Empire receives over 1,000 applicants for their H-2A positions.

16 18. Upon information and belief, Christophehr Ranch, LLC ("Christopher Ranch") is the
17 leading garlic producer in the United States.

18 19. Plaintiffs and Aggrieved Employees are hired by Defendants to perform
19 labor. Plaintiffs and Aggrieved Employees perform a variety of tasks, including but not limited to
20 picking and packing produce and tending to fields.

21 20. Defendants pay Aggrieved Employees, including Plaintiffs, on an hourly rate basis.
22 Plaintiffs were compensated at an hourly rate of approximately \$19.75.

23 21. Defendants contracted with Plaintiffs and Aggrieved Employees to employ them as
24 Farmworkers and Laborers from a period of June 10, 2024 to December 15, 2024.

25 22. Defendants agreed to provide Plaintiffs and Aggrieved Employees with approximately
26 35 hours of work per week.

27 23. The Defendants agreed to provide housing for Plaintiffs and Aggrieved Employees in
28 a local hotel and provide transportation to and from the hotel to job site.

1 24. Hotel rooms provided to Plaintiffs and Aggrieved Employees, but Defendants
2 promised to provide three (3) meals per day at a cost not to exceed \$15.88 per day.

3 25. Plaintiffs and Aggrieved Employees, on information and belief, paid fees to obtain their
4 visas and then traveled to California to begin employment with Defendants, on or around July 15,
5 2024. Plaintiffs and Aggrieved Employees paid some or all the transportation and subsistence costs
6 necessary to travel to Stockton, California, from their hometowns in Mexico.

7 26. Defendants did not reimburse Plaintiffs and Aggrieved Employees for the fees and
8 costs related to the processing, visa, administrative, and travel expenses incurred by Aggrieved
9 Employees. As a result, Plaintiffs and Aggrieved Employees were paid less than the applicable
10 minimum wage due for all hours worked in their first pay period.

11 27. As requested by Defendants, Plaintiffs and Aggrieved Employees regularly board
12 Defendants' transportation to the fields well in advance of their scheduled work shifts. Plaintiffs and
13 Aggrieved Employees regularly arrive at the fields up to thirty (30) to forty (40) minutes before their
14 scheduled shifts. Plaintiffs and Aggrieved Employees are then required by Defendants to wait at
15 attention for their shift to begin, gather tools and equipment, and perform other work duties off the
16 clock. Defendants regularly require Plaintiffs and Aggrieved Employees to remain in the fields for
17 approximately eight (8) hours before providing them with transportation home after the end of their
18 shifts, after which Plaintiffs and Aggrieved Employees must spend another substantial amount of time
19 being transported by Defendants.

20 28. Furthermore, on the last day of employment, Plaintiffs and Aggrieved Employees were
21 required to disassemble the bunk beds used, load them in shipping trucks, and assemble new beds in
22 their respective hotel rooms. This process took approximately two (2) hours to complete, and Plaintiffs
23 were uncompensated for this time worked.

24 29. Defendant's failure to timely pay wages for all hours worked is willful and/or
25 intentional.

26 30. Plaintiffs and Aggrieved Employees were paid a piece-rate of approximately \$2.50 per
27 bucket of harvested garlic, without limitation. However, Defendants only compensated Aggrieved
28 Employees for up to 45 buckets of harvested garlic. Any buckets of harvested garlic after 45 were

1 uncompensated.

2 31. Plaintiffs and Aggrieved Employees are not provided with an uninterrupted, off-duty,
3 30-minute meal period before the fifth hour of work, or a second meal break before the tenth hour of
4 work on days when they work shifts of ten (10) hours or more. Defendants' policies, practices, and
5 procedures prevent Plaintiffs and Aggrieved Employees from taking their meal period prior to the end
6 of their fifth hour of work. Defendants generally provide Aggrieved Employees one lunch break. The
7 lunch break is regularly less than thirty minutes in length. Lunch breaks are not treated as time worked,
8 even when they last less than thirty minutes in duration. Moreover, the lunch break is often not timely.

9 32. Plaintiffs worked six days a week and did not work Sunday. After waiting to begin their
10 shift, Plaintiffs spent approximately nine (9) hours in the fields each day. During these hours, Plaintiffs
11 received a meal period that regularly lasted less than thirty minutes due to interruptions and
12 occasionally skipped rest periods. Plaintiffs were regularly not compensated for all hours worked.

13 33. Plaintiffs were also required to buy lunch from Defendants for \$15.88 per day. The meals
14 provided by Defendants were routinely inedible due to rotten or spoiled food provided to Plaintiffs
15 and Aggrieved Employees. Nonetheless, Defendants would deduct \$15 per day from Plaintiffs and
16 Aggrieved Employees' pay for these inedible meals.

17 34. Further, the housing provided to Plaintiffs and Aggrieved Employees did not meet the
18 minimum standards established under applicable state and federal laws. Plaintiffs and Aggrieved
19 Employees housing did not have an adequate kitchen and cooking facility to enable the H-2A workers
20 to prepare their own meals.

21 35. Defendants fail to pay Plaintiffs and Aggrieved Employees meal period premiums to
22 which they are entitled to for these missed, late, and otherwise non-compliant meal breaks.

23 36. Plaintiffs are informed, believe, and thereon allege that these meal period policies and
24 practices have at all relevant times been similar for Plaintiffs and Aggrieved Employees regardless of
25 location and assignment in California.

26 37. In addition to denying Aggrieved Employees timely, compliant meal breaks,
27 Defendants failed to authorize or permit off duty, paid rest periods of at least 10 minutes of rest time
28 for every 4 hours of work. Plaintiffs and Aggrieved Employees were scheduled to work six (6) days a

1 week. Plaintiffs and Aggrieved Employees were scheduled to work approximately six (6) to eight (8)
2 hours per day Monday through Friday. In particular, Plaintiffs and Aggrieved Employees are
3 scheduled to work five (5) hours on Saturdays or their sixth day of work. On days where Plaintiffs and
4 Aggrieved Employees worked these five (5) hour shifts, they were not provided with a required ten
5 (10) minute rest period for every four (4) hours worked. As a result of Defendants' practices, Plaintiffs
6 and Aggrieved Employees are regularly not compensated for all hours worked. As a result, despite
7 regularly working shifts of eight hours or longer, Plaintiff and Aggrieved Employees did not receive
8 rest breaks, during this period. Plaintiff and Aggrieved Employees suffer injury as a result of these
9 defects.

10 38. Defendants fail to pay Plaintiffs and Aggrieved Employees rest period premiums to
11 which they are entitled for these missed, late, and otherwise non-compliant rest breaks.

12 39. Plaintiffs are informed, believe, and thereon allege that these rest period policies and
13 practices have at all relevant times been similar for Plaintiffs and Aggrieved Employees regardless of
14 location and assignment in California.

15 40. Defendant's failure to timely pay earned premium wages for missed and/or
16 noncompliant meal and rest periods is willful and intentional.

17 41. Defendants also deny Plaintiffs and Aggrieved Employees proper reimbursement for
18 business expenditures. Plaintiffs and Aggrieved Employees are required to pay for the necessary costs
19 to obtain their H-2A Visa including travel costs to attend U.S. Visa appointments at their nearest
20 embassy or consulate. Defendants promised Plaintiffs and Aggrieved Employees reimbursement for
21 these expenses. Plaintiffs and Aggrieved Employees were not reimbursed for all of these incurred
22 expenses. In addition, Plaintiffs are required to provide their own personal protective equipment and
23 tools, such as boots and gloves, as well as the use of their personal cell phones in the performance of
24 their work duties. However, Defendants do not reimburse Plaintiffs and Aggrieved Employees for such
25 expenses, even though it should be fully reimbursed under California law.

26 42. Defendants also knowingly and intentionally fail to provide Aggrieved Employees with
27 accurate itemized wage statements that contain the information required by California law. As a result
28 of the policies and practices described herein, the wage statements provided to Plaintiffs and

1 Aggrieved Employees do not state accurate gross wages earned, net wages earned, and all applicable
2 hours and hourly rates. Specifically, they do not identify or account for all hours worked, all overtime
3 wages, business reimbursements, missed and non-compliant meal and rest periods and corresponding
4 earnings and rates of pay for meal and rest period premiums.

5 43. Further, Defendants do not provide Plaintiffs and Aggrieved Employees who are former
6 workers of Defendants with full payment of all wages owed upon separation from employment. At the
7 time their employment ends, Aggrieved Employees are owed wages for all time worked, including
8 overtime, business reimbursements, and premium pay for non-compliant meal and rest periods,
9 whether their termination was voluntary or involuntary; yet Defendants have failed to provide
10 Plaintiffs and Aggrieved Employees with such payments within the required time period. As a result,
11 and pursuant to the California Labor Code, Defendants are subject to waiting time penalties.

12 44. Plaintiffs are informed, believe, and thereon allege that Defendants employ and have
13 employed hundreds of hourly, non-exempt workers similarly situated to Plaintiffs in California.

14 45. Plaintiffs are informed, believe, and based thereon, allege that Aggrieved Employees are
15 employed by Defendants in a similar manner throughout the State of California, including in this
16 County, and perform work materially similar to Plaintiffs.

17 46. Aggrieved Employees perform their jobs under Defendants' supervision using materials
18 and technology approved and supplied by Defendants.

19 47. Aggrieved Employees are required to follow and abide by Defendants' common work,
20 time, and pay policies and procedures in the performance of their jobs.

21 48. At the end of each pay period, Aggrieved Employees receive wages from Defendants
22 that are determined by common systems and methods that Defendants select and control.

23 49. Plaintiffs are informed, believe, and thereon allege that Defendants' policies and
24 practices have at all relevant times been similar for Plaintiffs and Aggrieved Employees, regardless of
25 location in the State of California. Upon information and belief, Aggrieved Employees worked more
26 than eight (8) hours per day and more than forty (40) hours in at least one workweek during the one
27 (1) year before this Complaint was filed.

28 50. Defendants' conduct has been knowing, willful, and carried out in bad faith, and has

1 caused significant damages to Plaintiffs and Aggrieved Employees in an amount to be determined at
2 trial. Defendants did not take requisite reasonable steps to ensure that Plaintiffs and Aggrieved
3 Employees were provided timely and compliant meal and rest breaks, premium pay for missed or non-
4 compliant breaks, compensated for all hours worked, or accurate wage statements, and timely paid for
5 all wages at separation. Plaintiffs are informed, believe, and thereon allege that Defendants knew or
6 should have known that Plaintiff and Aggrieved Employees regularly do not receive timely and
7 compliant meal and rest breaks, premium pay for missed or non-compliant breaks, payment for all
8 hours worked, or accurate wage statements, and that Defendants do not timely pay all final wages.
9 Thus, Defendants' denial of wages and compliant meal and rest periods and related premium pay,
10 failure to pay for all hours worked, failure to provide complete and accurate wage statements, and
11 failure to timely pay all final wages is and/or was deliberate and willful.

12 51. Plaintiffs are informed, believe, and thereon allege that Defendants' unlawful conduct
13 has been widespread, repeated, and consistent as to Aggrieved Employees and throughout Defendants'
14 operations in the State of California.

15
16 **FIRST CAUSE OF ACTION**
17 **Penalties Pursuant to Cal. Lab. Code § 2699(a)**
(On Behalf of the State of California and Aggrieved Employees)

18 52. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
19 herein.

20 53. Cal. Lab. Code § 2699(a) provides:

21 Notwithstanding any other provision of law, any provision of this code that provides
22 for a civil penalty to be assessed and collected by the Labor and Workforce
23 Development Agency or any of its departments, divisions, commissions, boards,
24 agencies, or employees, for a violation of this code, may, as an alternative, be recovered
25 through a civil action brought by an aggrieved employee on behalf of himself or herself
26 and to other current or former employees.

27 54. Cal. Lab. Code §§ 201 and 202 require employers to immediately pay wages earned
28 and unpaid to an employee that is discharged, and to pay an employee who quits within 72 hours after
he or she quits, at the latest.

55. Cal. Lab. Code § 203 provides, in relevant part:

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If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employees shall continue as a penalty from the due date thereof at the same rate paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.

56. Cal. Lab. Code § 256 provides: “[t]he Labor Commissioner shall impose a civil penalty in an amount not exceeding 30 days’ pay as waiting time under the terms of Section 203.”

57. Plaintiffs seek civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure by Defendants, as alleged above, to timely pay all wages owed to Plaintiffs and the Aggrieved Employees in compliance with Cal. Lab. Code §§ 201-202 and in the amounts established by Cal. Lab. Code §§ 203 and 256.

58. Cal. Lab. Code § 226(a) provides:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

59. Cal. Lab. Code § 226(e)(1) provides, in relevant part:

An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with subdivision (a) is entitled to recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and reasonable attorney’s fees.

60. Cal. Lab. Code § 226.3 provides:

Any employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250) per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section

1 226. The civil penalties provided for in this section are in addition to any other penalty
2 provided by law.

3 61. Plaintiffs also seek civil penalties pursuant to Cal. Lab. Code § 2699(a) for each failure
4 by Defendants, alleged above, to provide Plaintiffs and Aggrieved Employees an accurate, itemized
5 wage statement in compliance with Cal. Lab. Code § 226(a) in the amounts established by Cal. Lab.
6 Code § 226.3. In addition, Plaintiffs seek penalties in the amount established by Cal. Lab. Code §
7 226(e)(1).

8 62. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on December 10, 2024, Plaintiffs
9 provided the Labor and Workforce Development Agency (“LWDA”) with notice of their intention to
10 file this claim. On December 10, 2024, Plaintiffs mailed Defendants a copy of such notice via certified
11 mail. At least sixty-five calendar days have passed without response from the LWDA. Plaintiffs
12 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
13 Code § 2699.3(a).

14 63. Plaintiffs seek the aforementioned penalties on behalf of the State, other Aggrieved
15 Employees, and themselves as set forth in Cal. Lab. Code § 2699.

16 64. Defendants are liable to Plaintiffs, Aggrieved Employees, and the State of California
17 for the civil penalties set forth in this Complaint. Plaintiffs are also entitled to an award of attorneys’
18 fees and costs as set forth below.

19 65. Wherefore, Plaintiffs request relief as hereinafter provided.

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21 **SECOND CAUSE OF ACTION**
22 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
23 **(Failure to Pay Overtime Premiums)**
24 **(On Behalf of the State of California and Aggrieved Employees)**

25 66. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
26 herein.

27 67. Cal. Lab. Code § 2699(f) provides:

28 For all provisions of this code except those for which a civil penalty is specifically
 provided, there is established a civil penalty for a violation of these provisions, as
 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
 per pay period . . . (B) The civil penalty is two hundred dollars (\$200) for each

1 aggrieved employee per pay period if either of the following are met:(i) Within the five
2 years preceding the alleged violation, the agency or any court issued a finding or
3 determination to the employer that its policy or practice giving rise to the violation was
unlawful. (ii) The court determines that the employer's conduct giving rise to the
violation was malicious, fraudulent, or oppressive.

4 68. Cal. Lab. Code § 200 defines wages as "all amounts for labor performed by employees
5 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
6 commission basis or method of calculation."

7 69. IWC Wage Order 16-2001(2)(G) defines hours worked as "the time during which an
8 employee is subject to the control of an employer and includes all the time the employee is suffered
9 or permitted to work, whether or not required to do so."

10 70. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
11 conditions that violate the Wage Orders.

12 71. Cal. Lab. Code § 510 provides, in relevant part:

13 Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one
14 workday and any work in excess of 40 hours in any one workweek and the first eight
15 hours worked on the seventh day of work in any one workweek shall be compensated
16 at the rate of no less than one and one-half times the regular rate of pay for an employee.
17 Any work in excess of 12 hours in one day shall be compensated at the rate of no less
18 than twice the regular rate of pay for an employee. In addition, any work in excess of
eight hours on any seventh day of a workweek shall be compensated at the rate of no
less than twice the regular rate of pay of an employee. Nothing in this section requires
an employer to combine more than one rate of overtime compensation in order to
calculate the amount to be paid to an employee for any hour of overtime work.

19 72. Cal. Lab. Code § 1194 provides, in relevant part:

20 Notwithstanding any agreement to work for a lesser wage, any employee receiving less
21 than the legal minimum wage or the legal overtime compensation applicable to the
22 employee is entitled to recover in a civil action the unpaid balance of the full amount
of this minimum wage or overtime compensation, including interest thereon,
reasonable attorney's fees, and costs of suit.

23
24 73. Defendants' policies and practices result in payment of wage and overtime violations.

25 74. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
26 Code § 2699(a), or as an alternate theory as appropriate and/or necessary, Plaintiffs seek civil penalties
27 pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiff and an Aggrieved
28 Employee was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiffs seek

1 penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiffs and Aggrieved Employees for violations
2 of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§510 1194, 1198, IWC
3 Wage Order 14-2001, and any other violation alleged herein which does not carry penalties under Cal.
4 Lab. Code § 2699(a).

5 75. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on December 10, 2024, Plaintiffs
6 provided the Labor and Workforce Development Agency (“LWDA”) with notice of their intention to
7 file this claim. On December 10, 2024, Plaintiffs mailed Defendants a copy of such notice via certified
8 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiffs
9 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
10 Code § 2699.3(a).

11 76. Plaintiffs seek the aforementioned penalties on behalf of the State, other Aggrieved
12 Employees, and themselves as set forth in Cal. Lab. Code § 2699(g)(1).

13 77. Defendants are liable to Plaintiffs, Aggrieved Employees, and the State of California
14 for the civil penalties set forth in this Complaint. Plaintiffs are also entitled to an award of attorneys’
15 fees and costs as set forth below.

16 78. Wherefore, Plaintiffs request relief as hereinafter provided.

17
18 **THIRD CAUSE OF ACTION**
19 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
20 **(Meal and Rest Period Premiums)**
21 **(On Behalf of the State of California and Aggrieved Employees)**

22 79. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
23 herein.

24 80. Cal. Lab. Code § 2699(f) provides:

25 For all provisions of this code except those for which a civil penalty is specifically
26 provided, there is established a civil penalty for a violation of these provisions, as
27 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
28 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
per pay period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

81. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees

1 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
2 commission basis or method of calculation.”

3 82. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
4 conditions that violate the Wage Orders.

5 83. Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 14-2001 require Defendants to
6 authorize, permit, and/or make available timely and compliant meal and rest periods to its employees.
7 Cal. Lab. Code §§ 226.7 and 512 and IWC Wage Order 14-2001 prohibit employers from employing
8 an employee for more than five (5) hours without a meal period of not less than thirty (30) minutes,
9 and from employing an employee more than ten (10) hours per day without providing the employee
10 with a second meal period of not less than thirty (30) minutes. Unless the employee is relieved of all
11 duty during the thirty-minute meal period and ten-minute rest period, the employee is considered “on
12 duty” and the meal period is counted as time worked under the applicable wage orders.

13 84. Cal. Lab. Code § 226.7 requires Defendants to pay employees one additional hour of
14 pay at their regular rate of compensation for each workday that a timely, compliant meal or rest period
15 is not provided.

16 85. Defendants’ policies and practices result in meal and rest periods violations and
17 Defendants’ failure to pay proper premium payments for non-compliant meal breaks and rest breaks.

18 86. To the extent than any violation alleged herein does not carry penalties under Cal. Lab.
19 Code § 2699(a), Plaintiffs seek civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period
20 in which Plaintiffs and an Aggrieved Employee was aggrieved, in the amounts established by Cal.
21 Lab. Code § 2699(f). Plaintiffs seek penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiffs and
22 Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal.
23 Lab. Code §§ 226.7, 512, 1198, IWC Wage Order 14-2001, and any other violation alleged herein
24 which does not carry penalties under Cal. Lab. Code § 2699(a).

25 87. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on December 10, 2024, Plaintiffs
26 provided the Labor and Workforce Development Agency (“LWDA”) with notice of their intention to
27 file this claim. On December 10, 2024, Plaintiffs mailed Defendants a copy of such notice via certified
28 mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiffs

1 satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab.
2 Code § 2699.3(a).

3 88. Plaintiffs seek the aforementioned penalties on behalf of the State, other Aggrieved
4 Employees, and themselves as set forth in Cal. Lab. Code § 2699(g)(1).

5 89. Defendants are liable to Plaintiffs, Aggrieved Employees, and the State of California
6 for the civil penalties set forth in this Complaint. Plaintiffs are also entitled to an award of attorneys'
7 fees and costs as set forth below.

8 90. Wherefore, Plaintiffs request relief as hereinafter provided.

9
10 **FOURTH CAUSE OF ACTION**
11 **Penalties Pursuant to Cal. Lab. Code § 2699(f)**
(Failure to Pay Wages Timely)
(On Behalf of the State of California and Aggrieved Employees)

12 91. Plaintiffs reallege and incorporate the foregoing paragraphs as though fully set forth
13 herein.

14 92. Cal. Lab. Code § 2699(f) provides:

15 For all provisions of this code except those for which a civil penalty is specifically
16 provided, there is established a civil penalty for a violation of these provisions, as
17 follows: . . . (2) If, at the time of the alleged violation, the person employs one or more
18 employees, the civil penalty is one hundred dollars (\$100) for each aggrieved employee
per pay period for the initial violation and two hundred dollars (\$200) for each
aggrieved employee per pay period for each subsequent violation.

19 93. Cal. Lab. Code § 200 defines wages as “all amounts for labor performed by employees
20 of every description, whether the amount is fixed or ascertained by the standard of time, task, piece,
21 commission basis or method of calculation.”

22 94. Cal. Lab. Code § 204(a) provides that “[a]ll wages ... earned by any person in any
23 employment are due and payable twice during each calendar month....”

24 95. IWC Wage Order 14-2001(2)(G) defines hours worked as “the time during which an
25 employee is subject to the control of an employer and includes all the time the employee is suffered
26 or permitted to work, whether or not required to do so.”

27 96. Cal. Lab. Code § 1198 makes it unlawful for employers to employ employees under
28 conditions that violate the Wage Orders.

97. Defendants' policies and practices result in failure to pay all wages and to pay wages, including overtime, and meal and rest period premiums, timely under the timeframes set forth in Section 204.

98. To the extent that any violation alleged herein does not carry penalties under Cal. Lab. Code § 2699(a), Plaintiffs seek civil penalties pursuant to Cal. Lab. Code § 2699(f) for each pay period in which Plaintiffs and an Aggrieved Employee was aggrieved, in the amounts established by Cal. Lab. Code § 2699(f). Plaintiffs seek penalties pursuant to Cal. Lab. Code § 2699(f) for Plaintiffs and Aggrieved Employees for violations of Cal. Lab. Code provisions including, but not limited to, Cal. Lab. Code §§ 204, 1198, IWC Wage Order 14-2001, and any other violation alleged herein which does not carry penalties under Cal. Lab. Code § 2699(a).

99. Pursuant to Cal. Lab. Code §§ 2699.3(a)(1) and (2), on December 10, 2024, Plaintiffs provided the Labor and Workforce Development Agency (“LWDA”) with notice of their intention to file this claim. On December 10, 2024, Plaintiffs mailed Defendants a copy of such notice via certified mail. At least sixty-five (65) calendar days have passed without response from the LWDA. Plaintiffs satisfied the administrative prerequisites to commence this civil action in compliance with Cal. Lab. Code § 2699.3(a).

100. Plaintiffs seek the aforementioned penalties on behalf of the State, other Aggrieved Employees, and themselves as set forth in Cal. Lab. Code § 2699(g)(1).

101. Defendants are liable to Plaintiffs, Aggrieved Employees, and the State of California for the civil penalties set forth in this Complaint. Plaintiffs are also entitled to an award of attorneys' fees and costs as set forth below.

102. Wherefore, Plaintiffs request relief as hereinafter provided.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for relief as follows:

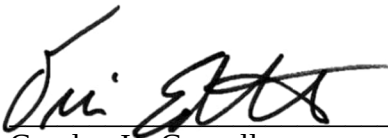
1. For the Court to declare, adjudge, and decree that Defendants have violated the Cal. Lab. Code as alleged herein;
2. For an order awarding the State of California, Plaintiffs, and Aggrieved Employees civil penalties provided under the PAGA;

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- 3. For an award of reasonable attorneys’ fees as provided by the Cal. Lab. Code § 2699(g)(1); Cal. Code Civ. Proc. § 1021.5; and/or any other applicable law;
- 4. For injunctive relief, prohibiting Defendants from continuing their policies and practices determined to be violations of the Cal. Lab. Code;
- 5. For all costs of suit; and
- 6. For such other and further relief as this Court deems just and proper.

Respectfully Submitted,

Date: February 18, 2025



Carolyn H. Cottrell
Ori Edelstein
Andrew Weaver
SCHNEIDER WALLACE
COTTRELL KONECKY LLP

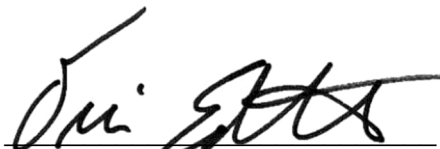
Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees

DEMAND FOR JURY TRIAL

Plaintiffs hereby demands a jury trial on all claims and issues for which Plaintiffs are entitled to a jury.

Date: February 18, 2025

Respectfully Submitted,



Carolyn H. Cottrell

Ori Edelstein

Andrew Weaver

SCHNEIDER WALLACE

COTTRELL KONECKY LLP

Attorneys for Plaintiff, on behalf of the State of California and Aggrieved Employees