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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF SACRAMENTO**

9 JUAN CONTRERAS; individually, and on  
10 behalf of other members of the general public  
11 similarly situated,

11 Plaintiff,

12 vs.

13 J.R. SIMPLOT COMPANY, an unknown  
14 business entity; and DOES 1 through 100,  
15 inclusive,

15 Defendants.

Case No.:

**CLASS ACTION COMPLAINT FOR DAMAGES**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements);
- (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records);
- (9) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business Expenses);
- (10) Violation of California Business & Professions Code §§ 17200, et seq.

**DEMAND FOR JURY TRIAL**

**LAWYERS for JUSTICE, PC**  
410 West Arden Avenue, Suite 203  
Glendale, California 91203

1 COMES NOW, Plaintiff JUAN CONTRERAS ("Plaintiff"), individually, and on behalf  
2 of other members of the general public similarly situated, and alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. This class action is brought pursuant to the California Code of Civil Procedure  
5 section 382. The monetary damages and restitution sought by Plaintiff exceeds the minimal  
6 jurisdiction limits of the Superior Court and will be established according to proof at trial.  
7 The "amount in controversy" for the named Plaintiff, including but not limited to claims for  
8 compensatory damages, restitution, penalties, wages, premium pay, and pro rata share of  
9 attorneys' fees, is less than seventy-five thousand dollars (\$75,000).

10 2. This Court has jurisdiction over this action pursuant to the California  
11 Constitution, Article VI, Section 10, which grants the superior court "original jurisdiction in all  
12 other causes" except those given by statute to other courts. The statutes under which this  
13 action is brought do not specify any other basis for jurisdiction.

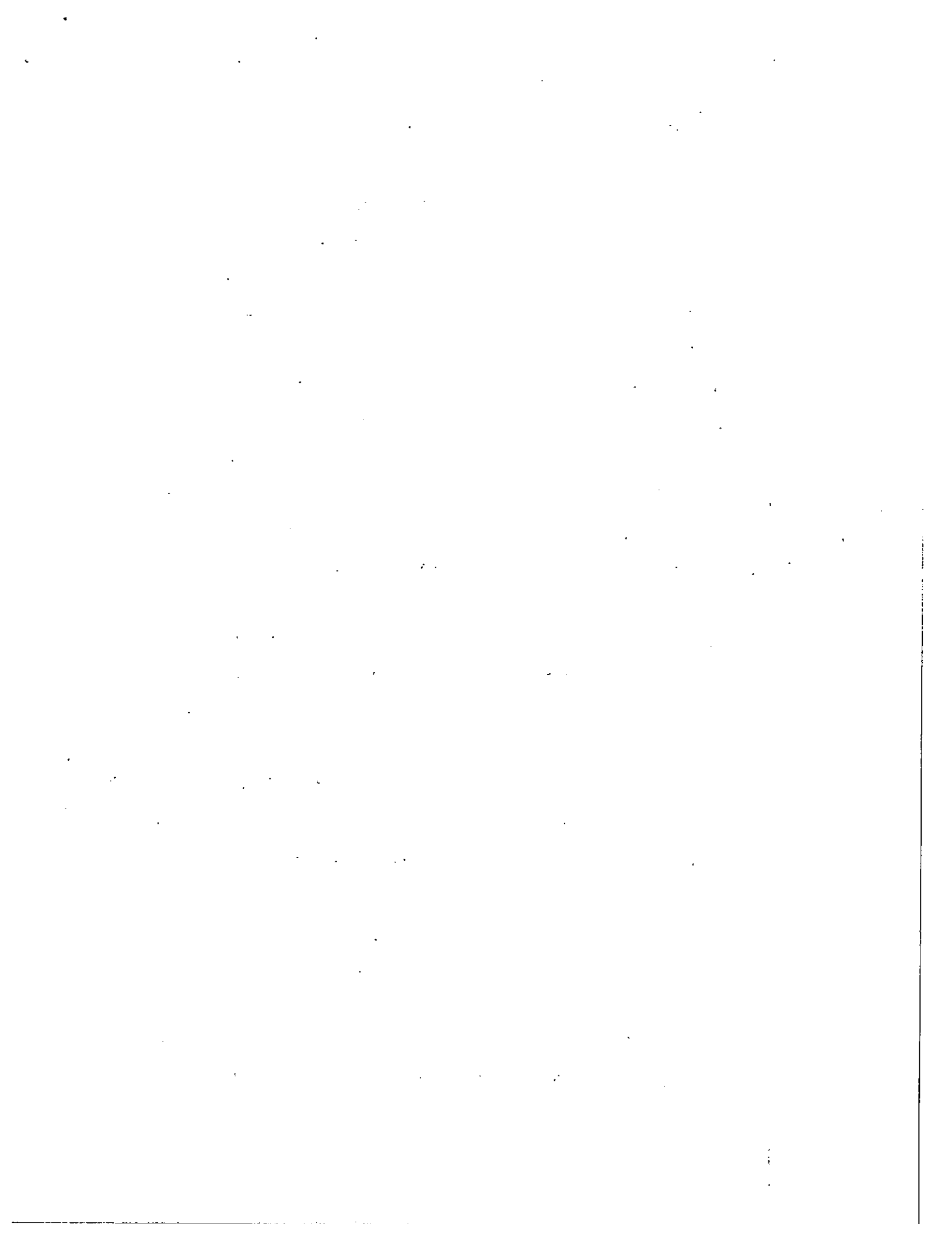
14 3. This Court has jurisdiction over Defendant because, upon information and  
15 belief, Defendant is a citizen of California, has sufficient minimum contacts in California, or  
16 otherwise intentionally avails itself of the California market so as to render the exercise of  
17 jurisdiction over it by the California courts consistent with traditional notions of fair play and  
18 substantial justice.

19 4. Venue is proper in this Court because, upon information and belief, Defendant  
20 maintains offices, has agents, and/or transacts business in the State of California, County of  
21 Sacramento. At all relevant times, Defendant maintained its agent for service of process within  
22 the State of California, County of Sacramento.

23 **PARTIES**

24 5. Plaintiff JUAN CONTRERAS is an individual residing in the State of  
25 California.

26 6. Defendant J.R. SIMPLOT COMPANY, at all times herein mentioned, was and  
27 is, upon information and belief, an employer whose employees are engaged throughout the  
28 State of California, including the County of Sacramento.



1 7. At all relevant times, Defendant J.R. SIMPLOT COMPANY was the  
2 “employer” of Plaintiff within the meaning of all applicable California state laws and statutes.

3 8. At all times herein relevant, Defendant J.R. SIMPLOT COMPANY and DOES  
4 1 through 100, and each of them, were the agents, partners, joint venturers, joint employers,  
5 representatives, servants, employees, successors-in-interest, co-conspirators and assigns, each  
6 of the other, and at all times relevant hereto were acting within the course and scope of their  
7 authority as such agents, partners, joint venturers, joint employers, representatives, servants,  
8 employees, successors, co-conspirators and assigns, and all acts or omissions alleged herein  
9 were duly committed with the ratification, knowledge, permission, encouragement,  
10 authorization and consent of each defendant designated herein.

11 9. The true names and capacities, whether corporate, associate, individual or  
12 otherwise, of defendants DOES 1 through 100, inclusive, are unknown to Plaintiff who sues  
13 said defendants by such fictitious names. Plaintiff is informed and believes, and based on that  
14 information and belief alleges, that each of the defendants designated as a DOE is legally  
15 responsible for the events and happenings referred to in this Complaint, and unlawfully caused  
16 the injuries and damages to Plaintiff and the other class members as alleged in this Complaint.  
17 Plaintiff will seek leave of court to amend this Complaint to show the true names and  
18 capacities when the same have been ascertained.

19 10. Defendant J.R. SIMPLOT COMPANY and DOES 1 through 100 will  
20 hereinafter collectively be referred to as “Defendants.”

21 11. Plaintiff further alleges that Defendants directly or indirectly controlled or  
22 affected the working conditions, wages, working hours, and conditions of employment of  
23 Plaintiff and the other class members so as to make each of said defendants employers and  
24 employers liable under the statutory provisions set forth herein.

25 **CLASS ACTION ALLEGATIONS**

26 12. Plaintiff brings this action on his own behalf and on behalf of all other members  
27 of the general public similarly situated, and, thus, seeks class certification under Code of Civil  
28 Procedure section 382.

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13. The proposed class is defined as follows:  
All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment.  
SUBCLASS A. All current and former hourly-paid or non-exempt employees who worked for any of the Defendants within the State of California at any time during the period from four years preceding the filing of this Complaint to final judgment who earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay which was not used to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages.

14. Plaintiff reserves the right to establish subclasses as appropriate.

15. The class is ascertainable and there is a well-defined community of interest in the litigation:

- a. Numerosity: The class members are so numerous that joinder of all class members is impracticable. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- b. Typicality: Plaintiff's claims are typical of all other class members' as demonstrated herein. Plaintiff will fairly and adequately protect the interests of the other class members with whom he has a well-defined community of interest.
- c. Adequacy: Plaintiff will fairly and adequately protect the interests of each class member, with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff has no interest that is antagonistic to the other class members. Plaintiff's attorneys, the proposed class counsel, are versed in the rules governing

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class action discovery, certification, and settlement. Plaintiff has incurred, and during the pendency of this action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each class member.

- d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all class members is impractical.
- e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate employment and labor laws every day. Current employees are often afraid to assert their rights out of fear of direct or indirect retaliation. However, class actions provide the class members who are not named in the complaint anonymity that allows for the vindication of their rights.

16. There are common questions of law and fact as to the class members that predominate over questions affecting only individual members. The following common questions of law or fact, among others, exist as to the members of the class:

- a. Whether Defendants' failure to pay wages, without abatement or reduction, in accordance with the California Labor Code, was willful;
- b. Whether Defendants' had a corporate policy and practice of failing to pay their hourly-paid or non-exempt employees within the State of California for all hours worked, missed meal periods and rest breaks in violation of California law;
- c. Whether Defendants required Plaintiff and the other class members to work over eight (8) hours per day and/or over forty (40) hours per week and failed to pay the legally required overtime compensation to Plaintiff and the other class members;

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- d. Whether Defendants failed to use the shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay to calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime wages where Plaintiff and the other class members earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime wages in the same workweek;
- e. Whether Defendants deprived Plaintiff and the other class members of meal and/or rest periods or required Plaintiff and the other class members to work during meal and/or rest periods without compensation;
- f. Whether Defendants failed to pay minimum wages to Plaintiff and the other class members for all hours worked;
- g. Whether Defendants failed to pay all wages due to Plaintiff and the other class members within the required time upon their discharge or resignation;
- h. Whether Defendants failed to timely pay all wages due to Plaintiff and the other class members during their employment;
- i. Whether Defendants complied with wage reporting as required by the California Labor Code; including, *inter alia*, section 226;
- j. Whether Defendants kept complete and accurate payroll records as required by the California Labor Code, including, *inter alia*, section 1174(d);
- k. Whether Defendants failed to reimburse Plaintiff and the other class members for necessary business-related expenses and costs;
- l. Whether Defendants' conduct was willful or reckless;
- m. Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code section 17200, et seq.;

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- 1 n. The appropriate amount of damages, restitution, and/or monetary  
2 penalties resulting from Defendants' violation of California law; and  
3 o. Whether Plaintiff and the other class members are entitled to  
4 compensatory damages pursuant to the California Labor Code.

5 **GENERAL ALLEGATIONS**

6 17. At all relevant times set forth herein, Defendants employed Plaintiff and other  
7 persons as hourly-paid or non-exempt employees within the State of California, including the  
8 County of Sacramento.

9 18. Defendants, jointly and severally, employed Plaintiff as an hourly-paid, non-  
10 exempt employee, from approximately February 2011 to approximately November 2014, in the  
11 State of California.

12 19. Defendants hired Plaintiff and the other class members and classified them as  
13 hourly-paid or non-exempt, and failed to compensate them for all hours worked, missed meal  
14 periods and/or rest breaks.

15 20. Defendants had the authority to hire and terminate Plaintiff and the other class  
16 members, to set work rules and conditions governing Plaintiff's and the other class members'  
17 employment, and to supervise their daily employment activities.

18 21. Defendants exercised sufficient authority over the terms and conditions of  
19 Plaintiff's and the other class members' employment for them to be joint employers of Plaintiff  
20 and the other class members.

21 22. Defendants directly hired and paid wages and benefits to Plaintiff and the other  
22 class members.

23 23. Defendants continue to employ hourly-paid or non-exempt employees within the  
24 State of California.

25 24. Plaintiff and the other class members worked over eight (8) hours in a day,  
26 and/or forty (40) hours in a week during their employment with Defendants.

27 25. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
28 engaged in a uniform policy and systematic scheme of wage abuse against their hourly-paid or



1 non-exempt employees within the State of California. This scheme involved, *inter alia*, failing  
2 to pay them for all hours worked, missed meal periods and rest breaks in violation of  
3 California law.

4 26. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
5 knew or should have known that Plaintiff and the other class members were entitled to receive  
6 certain wages for overtime compensation and that they were not receiving wages for overtime  
7 compensation.

8 27. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
9 failed to use the shift differential pay/commissions/non-discretionary bonuses/non-  
10 discretionary performance pay to calculate the regular rate of pay used to calculate the  
11 overtime rate for the payment of overtime wages where Plaintiff and the other class members  
12 earned shift differential pay/commissions/non-discretionary bonuses/non-discretionary  
13 performance pay and overtime wages in the same workweek.

14 28. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
15 failed to provide Plaintiff and the other class members the required rest and meal periods  
16 during the relevant time period as required under the Industrial Welfare Commission Wage  
17 Orders and thus they are entitled to any and all applicable penalties.

18 29. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
19 knew or should have known that Plaintiff and the other class members were entitled to receive  
20 all meal periods or payment of one additional hour of pay at Plaintiff's and the other class  
21 member's regular rate of pay when a meal period was missed, and they did not receive all meal  
22 periods or payment of one additional hour of pay at Plaintiff's and the other class member's  
23 regular rate of pay when a meal period was missed.

24 30. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
25 knew or should have known that Plaintiff and the other class members were entitled to receive  
26 all rest periods or payment of one additional hour of pay at Plaintiff's and the other class  
27 member's regular rate of pay when a rest period was missed, and they did not receive all rest  
28 periods or payment of one additional hour of pay at Plaintiff's and the other class members'

1 regular rate of pay when a rest period was missed.

2 31. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
3 knew or should have known that Plaintiff and the other class members were entitled to receive  
4 at least minimum wages for compensation and that they were not receiving at least minimum  
5 wages for all hours worked.

6 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
7 knew or should have known that Plaintiff and the other class members were entitled to receive  
8 all wages owed to them upon discharge or resignation, including overtime, minimum wages,  
9 meal and rest period premiums, and they did not, in fact, receive all such wages owed to them  
10 at the time of their discharge or resignation.

11 33. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
12 knew or should have known that Plaintiff and the other class members were entitled to receive  
13 all wages owed to them during their employment. Plaintiff and the other class members did  
14 not receive payment of all wages, including overtime and minimum wages and meal and rest  
15 period premiums, within any time permissible under California Labor Code section 204.

16 34. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
17 knew or should have known that Plaintiff and the other class members were entitled to receive  
18 complete and accurate wage statements in accordance with California law, but, in fact, they did  
19 not receive complete and accurate wage statements from Defendants. The deficiencies  
20 included, *inter alia*, the failure to include the total number of hours worked by Plaintiff and the  
21 other class members.

22 35. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
23 knew or should have known that Defendants had to keep complete and accurate payroll records  
24 for Plaintiff and the other class members in accordance with California law, but, in fact, did  
25 not keep complete and accurate payroll records.

26 36. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
27 knew or should have known that Plaintiff and the other class members were entitled to  
28 reimbursement for necessary business-related expenses.

1           37. Plaintiff is informed and believes, and based thereon alleges, that Defendants  
2 knew or should have known that they had a duty to compensate Plaintiff and the other class  
3 members pursuant to California law, and that Defendants had the financial ability to pay such  
4 compensation, but willfully, knowingly, and intentionally failed to do so, and falsely  
5 represented to Plaintiff and the other class members that they were properly denied wages, all  
6 in order to increase Defendants' profits.

7           38. At all material times set forth herein, Defendants failed to pay overtime wages  
8 to Plaintiff and the other class members for all hours worked. Plaintiff and the other class  
9 members were required to work more than eight (8) hours per day and/or forty (40) hours per  
10 week without overtime compensation.

11           39. At all material times set forth herein, Defendants failed to use the shift  
12 differential pay/commissions/non-discretionary bonuses/non-discretionary performance pay to  
13 calculate the regular rate of pay used to calculate the overtime rate for the payment of overtime  
14 wages where Plaintiff and the other class members earned shift differential  
15 pay/commissions/non-discretionary bonuses/non-discretionary performance pay and overtime  
16 wages in the same workweek.

17           40. At all material times set forth herein, Defendants failed to provide the requisite  
18 uninterrupted meal and rest periods to Plaintiff and the other class members.

19           41. At all material times set forth herein, Defendants failed to pay Plaintiff and the  
20 other class members at least minimum wages for all hours worked.

21           42. At all material times set forth herein, Defendants failed to pay Plaintiff and the  
22 other class members all wages owed to them upon discharge or resignation.

23           43. At all material times set forth herein, Defendants failed to pay Plaintiff and the  
24 other class members all wages within any time permissible under California law, including,  
25 *inter alia*, California Labor Code section 204.

26           44. At all material times set forth herein, Defendants failed to provide complete or  
27 accurate wage statements to Plaintiff and the other class members.

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1           45. At all material times set forth herein, Defendants failed to keep complete or  
 2 accurate payroll records for Plaintiff and the other class members.

3           46. At all material times set forth herein, Defendants failed to reimburse Plaintiff  
 4 and the other class members for necessary business-related expenses and costs.

5           47. At all material times set forth herein, Defendants failed to properly compensate  
 6 Plaintiff and the other class members pursuant to California law in order to increase  
 7 Defendants' profits.

8           48. California Labor Code section 218 states that nothing in Article 1 of the Labor  
 9 Code shall limit the right of any wage claimant to "sue directly . . . for any wages or penalty  
 10 due to him [or her] under this article."

11   **FIRST CAUSE OF ACTION**

12                                       **(Violation of California Labor Code §§ 510 and 1198)**

13                                       **(Against J.R. SIMPLOT COMPANY and DOES 1 through 100)**

14           49. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
 15 through 48, and each and every part thereof with the same force and effect as though fully set  
 16 forth herein.

17           50. California Labor Code section 1198 and the applicable Industrial Welfare  
 18 Commission ("IWC") Wage Order provide that it is unlawful to employ persons without  
 19 compensating them at a rate of pay either time-and-one-half or two-times that person's regular  
 20 rate of pay, depending on the number of hours worked by the person on a daily or weekly  
 21 basis, including any incentive pay.

22           51. Specifically, the applicable IWC Wage Order provides that Defendants are and  
 23 were required to pay Plaintiff and the other class members employed by Defendants, and  
 24 working more than eight (8) hours in a day or more than forty (4) hours in a workweek, at the  
 25 rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more  
 26 than forty (40) hours in a workweek.

27           52. The applicable IWC Wage Order further provides that Defendants are and were  
 28 required to pay Plaintiff and the other class members overtime compensation at a rate of two

1 times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day.

2 53. California Labor Code section 510 codifies the right to overtime compensation  
3 at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours  
4 in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day  
5 of work, and to overtime compensation at twice the regular hourly rate for hours worked in  
6 excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day  
7 of work.

8 54. During the relevant time period, Plaintiff and the other class members worked in  
9 excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

10 55. During the relevant time period, Defendants intentionally and willfully failed to  
11 pay overtime wages owed to Plaintiff and the other class members, including failing to  
12 properly calculating the overtime rate.

13 56. Defendants' failure to pay Plaintiff and the other class members the unpaid  
14 balance of overtime compensation, as required by California laws, violates the provisions of  
15 California Labor Code sections 510 and 1198, and is therefore unlawful.

16 57. Pursuant to California Labor Code section 1194, Plaintiff and the other class  
17 members are entitled to recover unpaid overtime compensation, as well as interest, costs, and  
18 attorneys' fees.

19 **SECOND CAUSE OF ACTION**

20 **(Violation of California Labor Code §§ 226.7 and 512(a))**

21 **(Against J.R. SIMPLOT COMPANY and DOES 1 through 100)**

22 58. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
23 through 57, and each and every part thereof with the same force and effect as though fully set  
24 forth herein.

25 59. At all relevant times, the IWC Order and California Labor Code sections 226.7  
26 and 512(a) were applicable to Plaintiff's and the other class members' employment by  
27 Defendants.

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1           60.     At all relevant times, California Labor Code section 226.7 provides that no  
2 employer shall require an employee to work during any meal or rest period mandated by an  
3 applicable order of the California IWC.

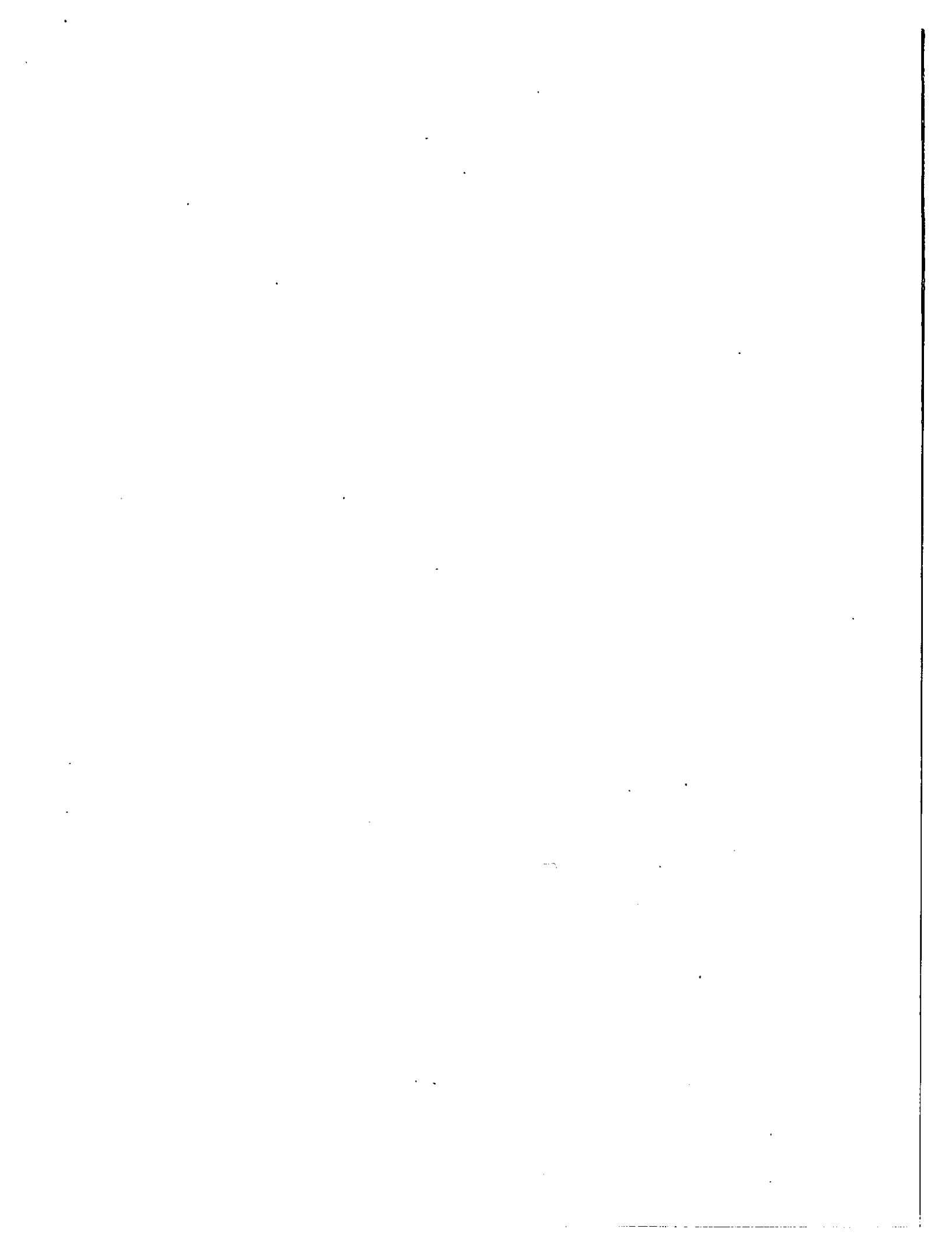
4           61.     At all relevant times, the applicable IWC Wage Order and California Labor  
5 Code section 512(a) provide that an employer may not require, cause or permit an employee to  
6 work for a work period of more than five (5) hours per day without providing the employee  
7 with a meal period of not less than thirty (30) minutes, except that if the total work period per  
8 day of the employee is no more than six (6) hours, the meal period may be waived by mutual  
9 consent of both the employer and employee.

10          62.     At all relevant times, the applicable IWC Wage Order and California Labor  
11 Code section 512(a) further provide that an employer may not require, cause or permit an  
12 employee to work for a work period of more than ten (10) hours per day without providing the  
13 employee with a second uninterrupted meal period of not less than thirty (30) minutes, except  
14 that if the total hours worked is no more than twelve (12) hours, the second meal period may  
15 be waived by mutual consent of the employer and the employee only if the first meal period  
16 was not waived.

17          63.     During the relevant time period, Plaintiff and the other class members who were  
18 scheduled to work for a period of time no longer than six (6) hours, and who did not waive  
19 their legally-mandated meal periods by mutual consent, were required to work for periods  
20 longer than five (5) hours without an uninterrupted meal period of not less than thirty (30)  
21 minutes and/or rest period.

22          64.     During the relevant time period, Plaintiff and the other class members who were  
23 scheduled to work for a period of time in excess of six (6) hours were required to work for  
24 periods longer than five (5) hours without an uninterrupted meal period of not less than thirty  
25 (30) minutes and/or rest period.

26          65.     During the relevant time period, Defendants intentionally and willfully required  
27 Plaintiff and the other class members to work during meal periods and failed to compensate  
28 Plaintiff and the other class members the full meal period premium for work performed during



1 meal periods.

2 66. During the relevant time period, Defendants failed to pay Plaintiff and the other  
3 class members the full meal period premium due pursuant to California Labor Code section  
4 226.7.

5 67. Defendants' conduct violates applicable IWC Wage Order and California Labor  
6 Code sections 226.7 and 512(a).

7 68. Pursuant to applicable IWC Wage Order and California Labor Code section  
8 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one  
9 additional hour of pay at the employee's regular rate of compensation for each work day that  
10 the meal or rest period is not provided.

11 **THIRD CAUSE OF ACTION**

12 **(Violation of California Labor Code § 226.7)**

13 **(Against J.R. SIMPLOT COMPANY and DOES 1 through 100)**

14 69. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
15 through 68, and each and every part thereof with the same force and effect as though fully set  
16 forth herein.

17 70. At all times herein set forth, the applicable IWC Wage Order and California  
18 Labor Code section 226.7 were applicable to Plaintiff's and the other class members'  
19 employment by Defendants.

20 71. At all relevant times, California Labor Code section 226.7 provides that no  
21 employer shall require an employee to work during any rest period mandated by an applicable  
22 order of the California IWC.

23 72. At all relevant times, the applicable IWC Wage Order provides that "[e]very  
24 employer shall authorize and permit all employees to take rest periods, which insofar as  
25 practicable shall be in the middle of each work period" and that the "rest period time shall be  
26 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)  
27 hours or major fraction thereof" unless the total daily work time is less than three and one-half  
28 (3 ½) hours.



1 73. During the relevant time period, Defendants required Plaintiff and other class  
2 members to work four (4) or more hours without authorizing or permitting a ten (10) minute  
3 rest period per each four (4) hour period worked.

4 74. During the relevant time period, Defendants willfully required Plaintiff and the  
5 other class members to work during rest periods and failed to pay Plaintiff and the other class  
6 members the full rest period premium for work performed during rest periods.

7 75. During the relevant time period, Defendants failed to pay Plaintiff and the other  
8 class members the full rest period premium due pursuant to California Labor Code section  
9 226.7.

10 76. Defendants' conduct violates applicable IWC Wage Orders and California  
11 Labor Code section 226.7.

12 77. Pursuant to the applicable IWC Wage Orders and California Labor Code section  
13 226.7(b), Plaintiff and the other class members are entitled to recover from Defendants one  
14 additional hour of pay at the employees' regular hourly rate of compensation for each work  
15 day that the rest period was not provided.

16 **FOURTH CAUSE OF ACTION**

17 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

18 **(Against J.R. SIMPLOT COMPANY and DOES 1 through 100)**

19 78. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
20 through 77, and each and every part thereof with the same force and effect as though fully set  
21 forth herein.

22 79. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1  
23 provide that the minimum wage to be paid to employees, and the payment of a lesser wage  
24 than the minimum so fixed is unlawful.

25 80. During the relevant time period, Defendants failed to pay minimum wage to  
26 Plaintiff and the other class members as required, pursuant to California Labor Code sections  
27 1194, 1197, and 1197.1.

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1 81. Defendants' failure to pay Plaintiff and the other class members the minimum  
2 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to  
3 those sections Plaintiff and the other class members are entitled to recover the unpaid balance  
4 of their minimum wage compensation as well as interest, costs, and attorney's fees, and  
5 liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

6 82. Pursuant to California Labor Code section 1197.1, Plaintiff and the other class  
7 members are entitled to recover a penalty of \$100.00 for the initial failure to timely pay each  
8 employee minimum wages, and \$250.00 for each subsequent failure to pay each employee  
9 minimum wages.

10 83. Pursuant to California Labor Code section 1194.2, Plaintiff and the other class  
11 members are entitled to recover liquidated damages in an amount equal to the wages  
12 unlawfully unpaid and interest thereon.

13 **FIFTH CAUSE OF ACTION**

14 **(Violation of California Labor Code §§ 201 and 202)**

15 **(Against J.R. SIMPLOT COMPANY and DOES 1 through 100)**

16 84. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
17 through 83, and each and every part thereof with the same force and effect as though fully set  
18 forth herein.

19 85. At all relevant times herein set forth, California Labor Code sections 201 and  
20 202 provide that if an employer discharges an employee, the wages earned and unpaid at the  
21 time of discharge are due and payable immediately, and if an employee quits his or her  
22 employment, his or her wages shall become due and payable not later than seventy-two (72)  
23 hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her  
24 intention to quit, in which case the employee is entitled to his or her wages at the time of  
25 quitting.

26 86. During the relevant time period, Defendants intentionally and willfully failed to  
27 pay Plaintiff and the other class members who are no longer employed by Defendants their  
28 wages, earned and unpaid, within seventy-two (72) hours of their leaving Defendants' employ.

1 87. Defendants' failure to pay Plaintiff and the other class members who are no  
2 longer employed by Defendants' their wages, earned and unpaid, within seventy-two (72)  
3 hours of their leaving Defendants' employ, is in violation of California Labor Code sections  
4 201 and 202.

5 88. California Labor Code section 203 provides that if an employer willfully fails to  
6 pay wages owed, in accordance with sections 201 and 202, then the wages of the employee  
7 shall continue as a penalty from the due date thereof at the same rate until paid or until an  
8 action is commenced; but the wages shall not continue for more than thirty (30) days.

9 89. Plaintiff and the other class members are entitled to recover from Defendants the  
10 statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum  
11 pursuant to California Labor Code section 203.

12 **SIXTH CAUSE OF ACTION**

13 **(Violation of California Labor Code § 204)**

14 **(Against J.R. SIMPLOT COMPANY and DOES 1 through 100)**

15 90. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
16 through 89, and each and every part thereof with the same force and effect as though fully set  
17 forth herein.

18 91. At all times herein set forth, California Labor Code section 204 provides that all  
19 wages earned by any person in any employment between the 1st and 15th days, inclusive, of  
20 any calendar month, other than those wages due upon termination of an employee, are due and  
21 payable between the 16th and the 26th day of the month during which the labor was  
22 performed.

23 92. At all times herein set forth, California Labor Code section 204 provides that all  
24 wages earned by any person in any employment between the 16th and the last day, inclusive,  
25 of any calendar month, other than those wages due upon termination of an employee, are due  
26 and payable between the 1st and the 10th day of the following month.

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28 ///

1 93. At all times herein set forth, California Labor Code section 204 provides that all  
2 wages earned for labor in excess of the normal work period shall be paid no later than the  
3 payday for the next regular payroll period.

4 94. During the relevant time period, Defendants intentionally and willfully failed to  
5 pay Plaintiff and the other class members all wages due to them, within any time period  
6 permissible under California Labor Code section 204.

7 95. Plaintiff and the other class members are entitled to recover all remedies  
8 available for violations of California Labor Code section 204.

9 **SEVENTH CAUSE OF ACTION**

10 **(Violation of California Labor Code § 226(a))**

11 **(Against J.R. SIMPLOT COMPANY and DOES 1 through 100)**

12 96. Plaintiff incorporates by reference the allegations contained in paragraphs 1  
13 through 95, and each and every part thereof with the same force and effect as though fully set  
14 forth herein.

15 97. At all material times set forth herein, California Labor Code section 226(a)  
16 provides that every employer shall furnish each of his or her employees an accurate itemized  
17 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee,  
18 (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid  
19 on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of  
20 the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
21 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
22 his or her social security number, (8) the name and address of the legal entity that is the  
23 employer, and (9) all applicable hourly rates in effect during the pay period and the  
24 corresponding number of hours worked at each hourly rate by the employee. The deductions  
25 made from payments of wages shall be recorded in ink or other indelible form, properly dated,  
26 showing the month, day, and year, and a copy of the statement or a record of the deductions  
27 shall be kept on file by the employer for at least three years at the place of employment or at a  
28 central location within the State of California.