

1 Erik McLain (SBN 219008)
2 MCLAIN LAW FIRM, PC

FILED
SUPERIOR COURT, METROPOLITAN DIVISION
COUNTY OF KERN

MAY - 3 2011

TERRY McNALLY, CLERK
BY DEPUTY

5 Attorneys for Plaintiff
6 BRON SANDERS

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF KERN

10 BRON SANDERS, an individual,

11 Plaintiff,

12 vs.

13 TEJON RANCH COMPANY, a Delaware
14 corporation; TEJON RANCHCORP, an
15 unknown business entity; and DOES 1 through
16 20, inclusive,

17 Defendants.

Case No.: S-1500-CV- 273582

COMPLAINT FOR:

1. WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY
2. FAILURE TO PROVIDE MEAL PERIODS;
3. FAILURE TO PROVIDE REST PERIODS;
4. FAILURE TO PAY WAGES EARNED;
5. WAITING-TIME PENALTIES UNDER LABOR CODE § 203;
6. FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS IN VIOLATION OF LABOR CODE § 226;
7. UNFAIR BUSINESS PRACTICES UNDER BUSINESS & PROFESSIONS CODE SECTION 17200; and
8. REPRESENTATIVE ACTION UNDER PRIVATE ATTORNEY GENERALS' ACT

1 Plaintiff Bron Sanders hereby files this Complaint against defendants Tejon
2 Ranch Company, Tejon Ranchcorp., and Does 1-100. Plaintiff is informed and believes, and on
3 that basis, alleges as follows:

4 THE PARTIES

5 1. Plaintiff Bron Sanders ("Mr. Sanders" or "Plaintiff") is an individual and citizen
6 of the State of California, residing in Kern County, California, where he has lived and worked at
7 all times relevant to this action.

8 2. Defendant Tejon Ranch Company is a Delaware corporation. Tejon Ranchcorp.,
9 a California corporation, is a subsidiary of Tejon Ranch Company, and was the joint and
10 integrated employer of Mr. Sanders. (Tejon Ranch Company and Tejon Ranchcorp. shall be
11 collectively referred to in this Complaint as "Tejon Ranch"). Tejon Ranch is a diversified real
12 estate development and agribusiness company whose principal asset is its 270,000-acre land.

13 3. Mr. Sanders sues Defendants DOES 1 through 100 under fictitious names. Their
14 true names and capacities, whether individual, corporate, associate or otherwise, are unknown to
15 Plaintiff. When Plaintiff ascertains their true names and capacities, he will seek permission
16 from this Court to amend the Complaint to insert the true names and capacities of each
17 fictitiously named defendant. Plaintiff is informed and believes that each of these fictitiously
18 named defendants is responsible in some manner for the occurrences alleged herein, and that
19 these defendants directly and proximately caused Plaintiff's damages.

20 4. On information and belief, at all times relevant to this Complaint, Defendants,
21 including the fictitiously named defendants, were the servants, employees, joint employers,
22 integrated employers, alter egos, successors-in-interest, subsidiaries, affiliated companies or
23 corporations, and joint venturers of the other Defendants, and were, as such, acting within the
24 course, scope and authority of each other Defendant. Plaintiff further alleges on information
25 and belief that each of the Defendants acted in concert with, and with the consent of, each of the
26 other Defendants, and that each of the Defendants ratified or agreed to accept the benefit of the
27 conduct of each of the Defendants.

JURISDICTION AND VENUE

5. This Court has jurisdiction over all causes of action asserted in this Complaint pursuant to the California Constitution, Article VI, Section 10, California Business & Professions Code Section 17204, and California Code of Civil Procedure Section 410.10 by virtue of the fact that this is a civil action wherein the matter in controversy, exclusive of interest, exceeds \$25,000, and because this case is a cause not given by statute to other trial courts.

6. Venue is proper in Kern County under California Code of Civil Procedure Sections 395 and 395.5 because (i) one or more of the acts, breaches, and other wrongful conduct giving rise to the causes of action asserted herein occurred or was to be performed in Kern County, California; (ii) the obligations to be performed by Tejon Ranch were to be performed in Kern County, California; and (iii) Tejon Ranch's California office is located in Kern County, California.

FACTUAL BACKGROUND

7. Mr. Sanders commenced employment as a hunting guide for Tejon Ranch in or about February 2004. Since that time up until he was wrongfully terminated in December 2010, Mr. Sanders performed his job duties satisfactorily and received regular wage increases from Tejon Ranch. In addition, hunters regularly requested Mr. Sanders' services as a hunting guide on the Ranch.

8. Tejon Ranch states on its website that it prides itself on the "responsible stewardship of its land by placing the principles of conservation and good stewardship at the core of everything it does." Moreover, Tejon Ranch holds itself out in the community as a responsible steward of the property owned by Tejon Ranch in Kern County (hereafter, the "Ranch"). These claims are, however, a sham. Tejon Ranch is not a responsible steward of the land, but rather engages in unlawful land use practices, including those more fully described below.

9. Throughout his employment with Tejon Ranch, Mr. Sanders was directed, as a condition of retaining his employment, to engage in unlawful mountain lion hunting on the

1 Ranch. Specifically, Mr. Sanders' supervisors, Joe Ryan and Don Geivet (the Vice President of
2 Ranch Operations), required Mr. Sanders and other hunting guides to engage in unlawful
3 mountain lion hunting on the Ranch.

4 10. Hunting guides who participated in the lion hunts not only were permitted to
5 keep their jobs but were rewarded with special perks, including being granted special hunting
6 tags for deer and bear on the Ranch, as well as additional work hours. In other words, the
7 guides' job security and income were negatively affected if they did not participate in the hunts
8 at Mr. Ryan's and Mr. Geivet's direction.

9 11. The culture and motto on the Ranch with respect to the unlawful mountain lion
10 hunting was, and remains, "shoot, shovel, and shut up." Below are just a few of many examples
11 of the unlawful hunting on the Ranch over the past few years:

- 12 A. A few months prior to Mr. Sanders' wrongful termination, Darrell Francis
13 shot a mountain lion with a 17 HMR without any depredation permit.
14 Mr. Francis shot the mountain lion 12 times. Mr. Geivet noted this
15 unlawful killing in his logbook.
- 16 B. Lco Fisher has treed and killed over 30 lions on the Ranch in the past
17 several years, mostly without depredation permits.
- 18 C. In 2005, Mr. Sanders had a depredation permit to kill one mountain lion.
19 After Mr. Sanders killed the mountain lion, Mr. Geivet instructed him not
20 to turn the lion into the Department of Fish & Game, but to kill as many
21 mountain lions as he could while the depredation permit was open. This is
22 in direct contravention of the depredation permit, which required the lion be
23 turned over to the Department of Fish & Game within 24 hours of the kill.
- 24 D. Joe Ryan lives on the Ranch and hunts lions two to three times per week
25 throughout the year, often more than that in the winter and the spring when
26 it is easier to track the mountain lions. Mr. Ryan typically hunts with his
27 son Jake Ryan, who has bragged about the fact that he and his father have
28 killed almost 100 lions on the Ranch without depredation permits.

Mr. Sanders has personally witnessed Joe Ryan treeing and killing six mountain lions without depredation permits.

E. Each of the hunting guides, including Cody Plank, Steven Ryan, and Darrell Francis have participated in mountain lion hunting with Joe Ryan and Leo Fisher. These hunts typically took place without depredation permits. After each hunt, the guides reported back to Mr. Geivet, who asked questions and recorded information in his hardbound logbook.

F. When TRC would receive a depredation permit, it was all hands on deck. Every hunting guide who was not on a hunt was told to head in a different area of the Ranch to look for a lion to shoot, ignoring the requirement to start the lion tracking within a certain distance from the reported livestock kill.

G. Although Mr. Geivet generally kept the unlawful hunting limited to hunting guides, hunting members who leased various hunting areas on the Ranch were also asked to participate in the unlawful hunts in exchange for special treatment. Mr. Geivet told numerous hunting members who leased hunting areas to shoot mountain lions without permits.

The above-identified conduct is in violation of Fish & Game Code §§ 4800 *et seq.*, which designates mountain lions as a "specially protected mammal," which makes it illegal to kill or injure any mountain lion without a special permit issued by the Department of Fish & Game.

12. Mr. Geivet was not only well aware of the unlawful mountain lion hunting, he actively encouraged the conduct. In fact, he kept a logbook of the unlawful hunting occurring on the Ranch. Moreover, numerous individuals heard Mr. Geivet ask hunting guides and hunting members who reported lion sightings, "Did you shoot it?" In addition, Mr. Geivet often attempted to create false reasons for unlawfully killing the mountain lions. For example, Mr. Geivet instructed hunting guides to shoot mountain lions and then falsely claim that they were in fear of their lives to support the unlawful killings.

1 13. In April or May 2010, Mr. Sanders witnessed Joe Ryan and his son, Jake Ryan,
2 kill a mountain lion without a depredation permit. Mr. Sanders complained to Joe Ryan about
3 the ongoing unlawful hunting practices on the Ranch. Mr. Sanders also complained to
4 Mr. Geivet regarding the unlawful hunting on the Ranch. Mr. Sanders specifically objected to
5 the ongoing hunting of mountain lions without depredation permits. Mr. Sanders asked that the
6 Ranch cease this unlawful practice and, to the extent it would not, that he not be required to
7 participate in the unlawful conduct.

8 14. Immediately following Mr. Sanders' complaints to Mr. Ryan and Mr. Geivet,
9 they began retaliating against Mr. Sanders. Among other things, Mr. Geivet removed
10 Mr. Sanders from hunts even though customers had specifically requested Mr. Sanders as their
11 hunting guide. Instead, Mr. Sanders was often relegated to more menial tasks, causing a
12 substantial decrease in his income, both in regular wages and tips.

13 15. In an effort to stop the ongoing retaliation, which Mr. Sanders feared would
14 eventually lead to his termination, Mr. Sanders reported the unlawful conduct to Teri Bjorn in
15 Tejon Ranch's Legal Department. Ms. Bjorn expressed concern regarding the unlawful conduct
16 occurring on the Ranch, and she told Mr. Sanders that she would protect him from further
17 retaliation and ensure that his complaints were fully investigated.

18 16. Following her discussion with Mr. Sanders, Ms. Bjorn then reported the unlawful
19 mountain lion hunting and retaliation to Robert Stine, the President and CEO of Tejon Ranch.
20 Rather than conduct an informed investigation of the retaliation being perpetrated against
21 Mr. Sanders, Mr. Stine immediately met with Mr. Geivet, the main culprit of the retaliation, to
22 put a stop to Mr. Sanders' complaints.

23 17. During Mr. Stine's meeting with Mr. Geivet, Mr. Geivet told Mr. Stine that
24 Mr. Sanders was armed and should be considered dangerous. A review of Mr. Sanders'
25 personnel records reflects no comments regarding him being dangerous or having any
26 characteristics that would suggest a propensity toward dangerous conduct. Nonetheless, based
27 on these ridiculous and inflammatory allegations, Mr. Geivet convinced Mr. Stine that the best
28 course of action was to terminate Mr. Sanders' employment the next day. Mr. Stine agreed with

1 Mr. Geivet. In other words, rather than investigate the unlawful hunting practices and
2 retaliation to which Mr. Sanders was being subjected, Mr. Stine sided with the Mr. Geivet, who
3 was not only aware of the illegal hunting practices, but also aware that Mr. Sanders was not
4 dangerous.

5 18. The day after seeking assistance from Ms. Bjorn to stop the unlawful retaliation,
6 Tejon Ranch terminated Mr. Sanders' employment without explanation in a meeting with
7 Mr. Geivet and a human resources representative. Although Mr. Sanders demanded an
8 explanation, none was provided.

9 19. In fact, there is no explanation (other than unlawful retaliation) for Mr. Sanders'
10 sudden termination as is evidenced by Mr. Geivet's own conduct preceding the termination. For
11 example, two days before Tejon Ranch terminated Mr. Sanders' employment, Mr. Geivet issued
12 to Mr. Sanders a new annual permit to access the Ranch to perform his job duties. Had
13 Mr. Geivet and Tejon Ranch intended to terminate Mr. Sanders' employment two days later,
14 there would have been no reason to issue him an annual permit. As another example, the Friday
15 before Mr. Sanders' employment was terminated, Mr. Geivet prepared a work schedule that
16 reflects Mr. Sanders being scheduled to work on December 10-12, 2010, including participating
17 in a wild pig management hunt. Mr. Sanders' employment was terminated a few days later on
18 December 10, 2010, the day after he sought help from Tejon Ranch's Legal Department. If
19 Tejon Ranch and Mr. Geivet had plans to terminate Mr. Sanders' employment on December
20 10th, it would not have included him on the schedule to work after December 10th. The evidence
21 points to one undeniable conclusion: Tejon Ranch did not intend to terminate Mr. Sanders'
22 employment prior to his complaint to Teri Bjorn on December 9, 2010.

23 20. Due to the retaliation committed against him, Mr. Sanders suffered severe
24 emotional distress, including believing he was suffering from a heart attack. Mr. Sanders
25 continues to suffer emotional distress from Tejon Ranch's unlawful conduct.

FIRST CAUSE OF ACTION**(WRONGFUL TERMINATION IN VIOLATION OF PUBLIC POLICY AGAINST ALL DEFENDANTS)**

21. Plaintiff realleges each and every allegation set forth in paragraphs 1 through 20 above, and incorporates them herein.

22. At all times relevant to this action, Fish & Game Code §§ 4800 *et seq.* were in effect, and delineated fundamental, substantial, and well-established policy that benefits the public at large. In fact, Section 4800(c) makes any violation of the Section "a misdemeanor punishable by imprisonment in the county jail for not more than one year, or a fine of not more than ten thousand dollars (\$10,000), or by both that fine and imprisonment."

23. After Mr. Sanders' complained about Tejon Ranch's violations of Section 4800 *et seq.*, and refused to continue to participate in Tejon Ranch's unlawful conduct, Tejon Ranch retaliated against him, including wrongfully terminating his employment.

24. As a proximate result of Defendants' conduct, Plaintiff has suffered, and will continue to suffer, loss of past and future earnings, and other benefits of employment, all to Plaintiff's damage in an amount according to proof at trial, but which exceeds the minimum jurisdictional of this Court.

25. As a further proximate result of Defendants' conduct, Plaintiff has suffered, and continues to suffer, severe emotional distress and lasting humiliation, embarrassment, mental anguish, and other incidental and consequential damages and expenses, all to Plaintiff's damage according to proof at trial.

26. Plaintiff is informed and believes, and thereon alleges, that Defendants committed the acts described herein deliberately, callously, maliciously, fraudulently, and in an oppressive manner intended to injure Plaintiff, and that such improper motives amounted to malice in conscious disregard of Plaintiffs' rights. Therefore, Plaintiff is entitled to an award of punitive damages from Defendants in an amount according to proof at trial.

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SECOND CAUSE OF ACTION**(FAILURE TO PROVIDE MEAL PERIODS AGAINST ALL DEFENDANTS)**

27. Plaintiff realleges each and every allegation set forth in paragraphs 1 through 26 above, and incorporates them herein.

28. The applicable Wage Order provides that "[n]o employer shall employ any person for a work period of more than five (5) hours without a meal period of not than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked."

29. California Labor Code § 226.7 provides that any employer who fails to provide a meal period mandated by an applicable Wage Order must "pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal . . . period is not provided."

30. As a matter of common practice, Defendants failed to authorize and permit Plaintiff to take meal breaks as provided by law (including failing to authorize, permit and/or provide a minimum 30-minute, duty-free meal break) and failed to pay him an additional hour of pay in lieu of providing meal breaks as required by Labor Code § 226.7.

31. As a result of Defendants' failure to comply with their obligations under the law, Plaintiff has suffered damages in an amount subject to proof at time of trial but including *inter alia* the additional hour of pay for each missed meal break (Labor Code § 226.7), attorneys' fees (Labor Code § 218.5), prejudgment interest on the amount of the additional pay owed (Labor Code § 218.6) and such other and further relief as the Court deems just.

THIRD CAUSE OF ACTION**(FAILURE TO PROVIDE REST PERIODS AGAINST ALL DEFENDANTS)**

32. Plaintiff realleges each and every allegation set forth in paragraphs 1 through 8 above, and incorporates them herein.

34. California Labor Code § 226.7 provides that any employer who fails to provide a rest break mandated by an applicable Wage Order must “pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the . . . rest period is not provided.”

35. As a matter of common practice, Defendants failed to authorize and permit Plaintiff to take rest breaks as provided by law, and further, failed to pay him an additional hour of pay in lieu of providing rest breaks as required by Labor Code § 226.7.

36. As a result of Defendants failure to comply with their obligations under the law, Plaintiff has suffered damages in an amount subject to proof at time of trial but including *inter alia* the additional hour of pay for each missed meal break (Labor Code § 226.7), attorneys' fees (Labor Code § 218.5), prejudgment interest on the amount of the additional pay owed (Labor Code § 218.6) and such other and further relief as the Court deems just.

FOURTH CAUSE OF ACTION

(FAILURE TO PAY REGULAR AND OVERTIME WAGES EARNED AGAINST ALL DEFENDANTS)

37. Plaintiff realleges each and every allegation set forth in paragraphs 1 through 36 above, and incorporates them herein.

38. California law defines "hours worked" to mean "the time during which an employee is subject to the control of an employer," In connection with his work for Tejon Ranch, Plaintiff was often required to remain on the Tejon Ranch's premises during the work shift – specifically, to supervise hunters on the Ranch. Plaintiff did not have an agreement that would provide that Plaintiff would not be paid for this time, even though he was subject to Tejon Ranch's control and could not leave the hunters unattended in the cabins. Hence, Plaintiff

1 was required to be paid for all the hours that he was required to remain with the hunters, since
2 he was subject to the company's control.

3 39. Plaintiff was not, however, paid for all of the hours he was subject to Tejon
4 Ranch's control, meaning that he not only did not receive regular pay for this time but also
5 overtime pay if warranted.

6 40. Instead of paying Plaintiff for all hours worked, Defendants would require
7 Plaintiff to clock out before his workday was completed and clock in after his workday had
8 already commenced such that Plaintiff received no wages at all for significant blocks of time.

9 41. As a result of Defendants' failure to comply with their obligations under the law,
10 Plaintiff has suffered damages in an amount subject to proof at time of trial but including *inter*
11 *alia* unpaid wages, including overtime wages, prejudgment interest, attorneys' fees and costs
12 and such other and further relief as the Court deems just.

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14 **FIFTH CAUSE OF ACTION**

15 **(WAITING-TIME PENALTIES UNDER LABOR CODE SECTION 203 AGAINST ALL DEFENDANTS)**

16 42. Plaintiff realleges each and every allegation set forth in paragraphs 1 through
17 41 and incorporates them herein.

18 43. Labor Code § 201 provides in relevant part: "If an employer discharges an
19 employee, the wages earned and unpaid at the time of discharge are due and payable
20 immediately."

21 44. Labor Code § 203 provides in relevant part: "If an employer willfully fails to
22 pay, without abatement or reduction, in accordance with Section 201 . . . any wages of an
23 employee who is discharged or who quits, the wages of the employee shall continue as a penalty
24 from the due date thereof at the same rate until paid or until an action therefor is commenced;
25 but the wages shall not continue for more than 30 days." It further provides that "[s]uit may be
26 filed for these penalties at any time before the expiration of the statute of limitations on an
27 action for the wages from which the penalties arise."

4 46. Plaintiff is entitled to recover daily wages up to a maximum of thirty days under
5 Labor Code § 203 plus attorneys' fees, interest and such other and further relief as the Court
6 deems just.

SIXTH CAUSE OF ACTION

(FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS)

IN VIOLATION OF LABOR CODE SECTION 226 AGAINST ALL DEFENDANTS)

47. Plaintiff realleges each and every allegation set forth in paragraphs 1 through 46 above, and incorporates them herein.

48. Labor Code § 226(a) sets forth reporting requirements for employers when they pay wages, including that "[e]very employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees . . . an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee . . . (5) net wages earned . . . (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."

19 49. Labor Code § 226(e) provides "An employee suffering injury as a result of a
20 knowing and intentional failure by an employer to comply with subdivision (a) is entitled to
21 recover the greater of all actual damages or fifty dollars (\$50) for the initial pay period in which
22 a violation occurs and one hundred dollars (\$100) per employee for each violation in a
23 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000),
24 and is entitled to an award of costs and reasonable attorneys' fees."

25 50. Defendants failed to accurately record and disclose to Plaintiff on Plaintiff's
26 wage statement(s) all of the additional wages due to him, including those wages fraudulently
27 denied. Plaintiff was injured in that the omissions led Plaintiff to believe Plaintiff was not

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1 entitled to be paid these wages. In addition, Defendants did not include all of the above-listed
2 information on Plaintiff's itemized wage statements.

3 51. As a result of Defendants' unlawful acts, Plaintiff requests recovery of Labor
4 Code § 226(e) statutory penalties according to proof plus interest, attorneys' fees and costs and
5 such other and further relief as the Court deems just.

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7 **SEVENTH CAUSE OF ACTION**
8 **(UNFAIR BUSINESS PRACTICES UNDER BUSINESS & PROFESSIONS**
9 **CODE SECTION 17200 AGAINST ALL DEFENDANTS)**

10 52. Plaintiff realleges each and every allegation set forth in paragraphs 1 through 51
11 above, and incorporates them herein.

12 53. Defendants' unlawful failure to pay wages as alleged herein constitutes unfair
13 business practices within the meaning of Business & Professions Code § 17200 *et seq.*

14 54. As a result of Defendants' unfair competition as alleged herein, Plaintiff has
15 suffered injury in fact and lost money or property, including having been deprived of Plaintiff's
16 right to wages due as alleged herein.

17 55. Pursuant to Business & Professions Code § 17203, Plaintiff is entitled to
18 restitution of all wages and other monies owed and belonging to Plaintiff, including interest
19 thereon, that Defendants wrongfully held from Plaintiff and retained for themselves by means of
20 their unlawful and unfair business practices, is entitled to injunctive relief to prevent the
21 continuance of Defendants' unlawful and unfair business practices, is entitled to recover
22 reasonable attorneys' fees pursuant to Code of Civil Procedure § 1021.5, the substantial benefit
23 doctrine and/or the common fund doctrine and pray for recovery of such other and further relief
24 as the Court deems just.

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