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FILED
 Superior Court of California
 County of Los Angeles
 01/06/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: C. Gomez Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

MARIA RAZO VIVEROS and REYES
 SEGURA, as individuals and on behalf of all
 others similarly situated,

Plaintiffs,

vs.

MISSION PRODUCE, INC., a California
 corporation; and DOES 1 through 100,

Defendants.

Case No. 20STCV15737

**SECOND AMENDED CLASS AND
 REPRESENTATIVE ACTION
 COMPLAINT:**

- (1) **FAILURE TO PAY ALL
 OVERTIME WAGES (LABOR
 CODE §§ 204, 510, 1194, 1198);**
- (2) **MINIMUM WAGE VIOLATIONS
 (LABOR CODE §§ 1182.12, 1194,
 1194.2, 1197, 1198);**
- (3) **MEAL PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 512);**
- (4) **REST PERIOD VIOLATIONS
 (LABOR CODE §§ 226.7, 516);**
- (5) **WAGE STATEMENT VIOLATIONS
 (LABOR CODE § 226 *et seq.*);**
- (6) **WAITING TIME PENALTIES
 (LABOR CODE §§ 201-203);**
- (7) **FAILURE TO REIMBURSE
 NECESSARY BUSINESS
 EXPENDITURES (LABOR CODE §§
 2802, 2804)**
- (8) **UNFAIR COMPETITION (BUS &
 PROF CODE § 17200 *et seq.*); and**
- (9) **CIVIL PENALTIES UNDER THE
 PRIVATE ATTORNEYS GENERAL
 ACT (LABOR CODE §§ 2698, *et*
seq.)**

**DEMAND FOR JURY TRIAL
 UNLIMITED CIVIL CASE**

1 Plaintiffs Maria Razo Viveros, Reyes Segura, and Melchor Manlalo Aguilar (“Plaintiffs”),
2 on behalf of themselves and all others similarly situated, hereby bring this Second Amended Class
3 and Representative Action Complaint (“Complaint”) against Defendants Mission Produce, Inc.,
4 a California corporation; and DOES 1 to 100, inclusive (collectively “Defendants”), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiffs, on behalf of themselves and all others similarly situated, hereby bring
8 this Complaint for recovery of unpaid wages and penalties under California Business and
9 Professions Code § 17200 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516,
10 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et seq.*, 2802, 2804, and Industrial Welfare
11 Commission Wage Order 8 (“Wage Order 8”), in addition to seeking injunctive relief, declaratory
12 relief and restitution. This Complaint is brought pursuant to California Code of Civil Procedure
13 § 382. The monetary damages and restitution sought by Plaintiffs exceed the minimal
14 jurisdictional limits of the Superior Court and will be established according to proof at trial.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to Cal. Code Civ. Proc. §§ 395(a)
17 and 395.5, as at least some of the acts and omissions complained of herein occurred in Los
18 Angeles County. Defendants own, maintain offices, transact business, have an agent(s) within
19 Los Angeles County, and/or otherwise are found within Los Angeles County, and Defendants are
20 within this Court’s jurisdiction for purposes of service of process.

21 **PARTIES**

22 3. Plaintiffs are individuals over the age of 18. At all relevant times herein, Plaintiffs
23 were, and currently are, California residents. Within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiffs were employed by Defendants as non-exempt
25 employees. Plaintiffs were, and are, victims of Defendants’ policies and practices complained of
26 herein, lost money and/or property, and have been deprived of the rights guaranteed by Labor
27 Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2698, *et*
28 *seq.*, 2802, 2804, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition

1 Law”), and Wage Order 8, which sets employment standards for the industries handling products
2 after harvest.

3 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
4 years preceding the filing of this action and continuing to the present, Defendants did (and
5 continue to do) business processing avocados for distribution and employed Plaintiffs and/or
6 other, similarly-situated non-exempt employees the State of California and, therefore, were (and
7 are) doing business in the State of California.

8 5. Plaintiffs does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names. Plaintiffs will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiffs are
12 informed, believe, and based thereon allege that each of said fictitious defendants, whether
13 individual, partner, or corporate, was responsible in some manner for the acts and omissions
14 alleged herein, and proximately caused Plaintiffs and the Classes (as defined in Paragraph 16) to
15 be subject to the unlawful employment practices, wrongs, injuries and damages complained of
16 herein.

17 6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

19 7. At all times herein mentioned, each of said Defendants participated in the doing
20 of the acts hereinafter alleged to have been done by the named Defendants; and furthermore, the
21 Defendants, and each of them, were the agents, servants, and employees of each and every one of
22 the other Defendants, as well as the agents of all Defendants, and at all times herein mentioned
23 were acting within the course and scope of said agency and employment. Defendants, and each
24 of them, approved of, condoned, and/or otherwise ratified each and every one of the acts or
25 omissions complained of herein.

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and all
2 members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff Maria Razo Viveros was employed by Defendants as a non-exempt
5 employee from approximately 2012 until approximately July 16, 2019. Plaintiff Reyes Segura
6 was employed by Defendants as a non-exempt employee during the time period relevant to this
7 action, until approximately July 16, 2019. Plaintiff Melchor Manlalo Aguilar was employed by
8 Defendants as a non-exempt employee from approximately January 2020 until approximately
9 April 2020.

10 10. During Plaintiffs' employment with Defendants, Defendants utilized a
11 timekeeping system which failed to compensate Plaintiffs and other non-exempt employees for
12 all hours actually worked, whether by rounding, time-shaving, or otherwise. Specifically,
13 Plaintiffs and other non-exempt employees were required to arrive at work 15-minutes before
14 their scheduled shift began to wait in line before clocking in for their shift, and were instructed
15 that they were not allowed to clock in for their shift prior to 5-minutes before their shift began.
16 However, Defendants did not compensate Plaintiffs or other non-exempt employees for the
17 mandatory time spent waiting in line. Additionally, for at least a portion of the relevant time
18 period, Defendants paid its non-exempt employees in 15-minute increments, and rounded
19 employee timekeeping entries in a manner that, over time, resulted in employees not being paid
20 for all hours worked. The foregoing timekeeping policies and/or practices regularly,
21 systematically, and impermissibly rounded and/or shaved the hours worked by Plaintiffs and other
22 non-exempt employees in Defendants' favor resulting, over a period of time, in the failure to
23 compensate Plaintiffs and other non-exempt employees for all hours worked. As a result,
24 Plaintiffs and other non-exempt employees were not compensated for all required minimum and
25 overtime wages.

26 11. In addition, Defendants required Plaintiffs and other non-exempt employees to
27 walk to and/or wait in line at time clocks in order to clock out for, and clock back in from, meal
28 periods, but did not compensate them for the mandatory time spent walking to time clocks or

1 waiting in line. Instead, Defendants' written timekeeping policy stated that employees' 30-minute
2 meal period included the time spent walking to the time clock and clocking in and out for meal
3 periods. As a result of these timekeeping policies/practices, Plaintiffs and other non-exempt
4 employees were not paid all wages earned, including minimum and overtime wages.

5 12. Plaintiffs were also not provided with all legally compliant meal periods, due to
6 Defendants' meal period policies/practices which routinely failed to provide Plaintiffs and other
7 non-exempt employees with a duty-free, uninterrupted 30-minute meal period. As noted above,
8 Defendants required Plaintiffs and other non-exempt employees to walk to and wait in line to use
9 the timeclocks to punch in and out for meal periods and therefore, shortened their meal periods
10 such that they routinely did not receive a full 30-minute meal period. In addition, Defendants
11 failed to provide a second 30-minute meal period for shifts worked in excess of 10.0 hours per
12 day. Rather, upon information and belief, Plaintiffs and other non-exempt employees were not
13 provided a second meal period unless their shifts exceeded 14.0 hours in length. In the event that
14 a legally compliant meal period was not in fact provided, Plaintiffs were not always paid the meal
15 period premium required by Labor Code § 226.7.

16 13. Plaintiffs and other non-exempt employees were also not authorized and permitted
17 to take all legally compliant rest periods. Defendants' policy was to provide only two rest periods
18 per day, irrespective of shift length, despite the fact that Plaintiffs and other non-exempt
19 employees occasionally worked shifts in excess of 10.0 hours (where 3 rest periods are required)
20 and/or in excess of 14.0 hours (where 4 rest periods are required). Nor did Defendants pay
21 Plaintiffs any rest period premiums on those workdays when they experienced rest period
22 violations. Upon information and belief, during at least a portion of the putative class period,
23 Defendants did not maintain any payroll code or other mechanism for payment of rest period
24 premiums as required by Labor Code § 226.7.

25 14. During Plaintiffs' employment with Defendants, Defendants have had a consistent
26 policy of failing to indemnify Plaintiffs and other similarly situated non-exempt employees for
27 expenses incurred by, including without limitation, purchase and maintenance of a personal cell
28 phone for work purposes as well as purchase of protective equipment such as jumpsuits, cold-

resistant socks, and water-resistant shoes, in furtherance of their work duties, in violation of Labor Code § 2802.

15. As a result of Defendants' failure to pay all minimum, regular and overtime wages, as well as meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs and other non-exempt employees.

16. As a further result of Defendants' failure to pay all minimum, regular and overtime wages and meal and rest period premiums, Defendants failed to timely pay Plaintiffs and other non-exempt employees all wages owed at the time of their separations from employment.

CLASS ACTION ALLEGATIONS

17. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the following Classes pursuant to § 382 of the Code of Civil Procedure:

a. The Overtime Class consists of all of Defendants' current and former non-exempt employees in California who worked more than eight hours in a workday and/or forty hours in a workweek and were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this lawsuit through the present.

b. The Minimum Wage Class consists of all of Defendants' current and former non-exempt employees in California who were subject to Defendants' timekeeping policies and/or practices, during the four years immediately preceding the filing of this lawsuit through the present.

c. The Meal Period Class consists of all of Defendants' current and former non-exempt employees in California who (i) worked at least one shift in excess of 5.0 hours, and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this lawsuit through the present.

d. The Rest Period Class consists of all Defendants' current and former non-exempt employees in California who worked at least one shift in excess of 10.0 hours, during the four years immediately preceding the filing of this lawsuit through the present.

e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees in California who used their personal cellular phone for work purposes, and/or purchased safety gear with their personal funds, and who were not reimbursed for those expenses by Defendants, during the four years immediately preceding the filing of this lawsuit through the present.

f. The Wage Statement Class consists of: (i) all members of the Overtime Class, Minimum Wage Class, Meal Period Class and/or Rest Period Class who received a wage statement, during the one year immediately preceding the filing of this lawsuit through the present.

g. The Waiting Time Class consists of Defendants' formerly employed members of the Overtime Class, Minimum Wage Class, Meal Period Class, and/or Rest Period Class, whose employment with Defendants ended during the three years immediately preceding the filing of this lawsuit through the present.

18. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes are unknown to Plaintiffs at this time; however, it is estimated that the members of the Classes number greater than one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

19. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated employees, which predominate over questions affecting only individual members including, without limitation to:

i. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194, by requiring overtime work and not paying for said work according to the overtime laws of the State of California;

ii. Whether Plaintiffs and members of the Minimum Wage Class were compensated for all hours worked;

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- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants authorized and permitted all legally compliant rest periods to members of the Rest Period Class;
- v. Whether Defendants provided meal or rest period premium payments for non-compliant meal and/or rest periods;
- vi. Whether Defendants furnished legally compliant wage statements to members of the Wage Statement Class pursuant to Labor Code § 226; and
- vii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation were lawful.

20. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, including but not limited to Defendants' uniform timekeeping, meal period, and rest period policies and/or practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to their eligibility for recovery or as to the amount of their damages.

21. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because Plaintiffs were employed by Defendants as non-exempt employees in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiffs, like the members of the Classes, were not paid overtime and minimum wages for all hours worked, were not provided all required meal periods, were not authorized and permitted to take all required rest periods, did not receive meal and rest period premium wages for missed or non-compliant meal and rest periods, were not provided with accurate, itemized wage statements, and/or were deprived of all final wages upon their separation of employment from Defendants.

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1 22. **Adequacy of Representation:** Plaintiffs are fully prepared to take all necessary
2 steps to represent fairly and adequately the interests of the members of the Classes. Moreover,
3 Plaintiffs’ attorneys are ready, willing and able to fully and adequately represent the members of
4 the Classes and Plaintiffs. Plaintiffs’ attorneys have prosecuted and defended numerous wage-
5 and-hour class actions in state and federal courts in the past and are committed to vigorously
6 prosecuting this action on behalf of the members of the Classes.

7 23. **Superiority:** The California Labor Code is broadly remedial in nature and serves
8 an important public interest in establishing minimum working conditions and standards in
9 California. These laws and labor standards protect the average working employee from
10 exploitation by employers who have the responsibility to follow the laws and who may seek to
11 take advantage of superior economic and bargaining power in setting onerous terms and
12 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
13 and members of the Classes make the class action format a particularly efficient and appropriate
14 procedure to redress the violations alleged herein. If each employee were required to file an
15 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
16 would be able to exploit and overwhelm the limited resources of each individual Plaintiff with
17 their vastly superior financial and legal resources. Moreover, requiring each member of the
18 Class(es) to pursue an individual remedy would also discourage the assertion of lawful claims by
19 employees who would be disinclined to file an action against their former and/or current employer
20 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
21 employment. Further, the prosecution of separate actions by the individual class members, even
22 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
23 with respect to the individual class members against Defendants herein; and which would
24 establish potentially incompatible standards of conduct for Defendants; and/or legal
25 determinations with respect to individual class members which would, as a practical matter, be
26 dispositive of the interest of the other class members not parties to adjudications or which would
27 substantially impair or impede the ability of the class members to protect their interests. Further,
28 individual Class members’ claims are not sufficiently large to warrant vigorous individual

prosecution considering the concomitant costs and expenses attending thereto. Thus, the Classes identified in Paragraph 16 are maintainable as a class under Code of Civil Procedure § 382.

FIRST CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

24. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

25. This cause of action is brought pursuant to Labor Code §§ 204, 510, 1194, and 1198, which provide that non-exempt employees are entitled to all overtime wages and compensation for all overtime hours worked and provide a private right of action for the failure to pay all overtime compensation for overtime work performed.

26. At all times relevant herein, Defendants were required to properly compensate non-exempt employees, including Plaintiffs and members of the Overtime Class, for all overtime hours worked pursuant to California Labor Code § 1194 and Wage Order 8. Wage Order 8, § 3 requires an employer to pay an employee “one and one-half (1½) times the employee’s regular rate of pay” for work in excess of 8 hours in a workday and/or in excess of 40 hours of work in a workweek, and for the first 8 hours worked on the 7th consecutive day of a workweek; and “double the employee’s regular rate of pay” for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of 8 hours on the 7th consecutive day of work in a workweek. Defendants caused Plaintiffs and Overtime Class members to work overtime hours, but did not credit Plaintiffs or members of the Overtime Class with all overtime hours actually worked, and did not compensate Plaintiffs or members of the Overtime Class at one and one-half times (or two times, in the case of double-time hours) their regular rates of pay for such hours.

27. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiffs and the Overtime Class members in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to California Labor Code §§ 204, 210, 216, 218.6, 510, 1194, and 1198; and Code of Civil Procedure § 1021.5.

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SECOND CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

28. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

29. Wage Order 8, § 4 and Cal. Labor Code §§ 1197 and 1182.12 establish employees' right to be paid minimum wages for all hours worked, in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiffs and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to Defendants' control and/or suffered or permitted to work under the Labor Code and Wage Order 8.

30. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer who has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

31. As a direct and proximate result of Defendants' unlawful conduct as alleged herein, Plaintiffs and the Minimum Wage Class have sustained economic damages, including but not limited to unpaid wages and lost interest, in an amount to be established at trial, and they are entitled to recover economic and statutory damages and penalties and other appropriate relief as a result of Defendants' violations of the California Labor Code and Wage Order 8.

32. Defendants' practice and uniform administration of corporate policy regarding illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiffs and the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated damages, including interest thereon, statutory penalties, attorneys' fees, and costs of suit per Labor Code §§ 204, 218.6, 1194 *et seq.*, 1197, 1198, and Cal. Code Civ. Proc. § 1021.5.

1 **THIRD CAUSE OF ACTION**

2 **MEAL PERIOD VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 33. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 34. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 failed in their affirmative obligation to provide all of their non-exempt employees in California,
7 including Plaintiffs and members of the Meal Period Class, with all legally compliant meal
8 periods in accordance with the mandates of the California Labor Code and Wage Order 8, § 11.
9 Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiffs and
10 members of the Meal Period Class at their respective regular rates of pay, in accordance with
11 California Labor Code §§ 204, 210, 226.7, and 512 and Wage Order 8, § 11.

12 35. As a result, Defendants are responsible for paying premium compensation for meal
13 period violations pursuant to Labor Code §§ 226.7 and 512, and Wage Order 8, including interest
14 thereon, statutory penalties, civil penalties, and costs of suit.

15 **FOURTH CAUSE OF ACTION**

16 **REST PERIOD VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

18 36. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

19 37. Wage Order 8, § 12 and Labor Code §§ 226.7 and 516 establish the right of
20 employees to be provided with a rest period of at least ten (10) minutes for each four (4) hour
21 period worked, or major fraction thereof.

22 38. As alleged herein, Defendants failed to authorize and permit Plaintiffs and
23 members of the Rest Period Class to take all required rest periods.

24 39. The foregoing violations create an entitlement to recovery by Plaintiffs and
25 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
26 owing, including interest thereon, statutory penalties, civil penalties, and costs of suit according
27 to Labor Code §§ 226.7, 516, and Civil Code §§ 3287(b) and 3289, and Wage Order 8, § 12.

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1 **FIFTH CAUSE OF ACTION**

2 **WAGE STATEMENT VIOLATIONS**

3 **(AGAINST ALL DEFENDANTS)**

4 40. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

5 41. Plaintiffs are informed and believe, and based thereon allege, that Defendants
6 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
7 and members of the Wage Statement Class with complete and accurate wage statements with
8 respect to their hours worked, total gross wages earned, all rates of pay, hours worked at each rate
9 of pay, and total net wages earned, in violation of Labor Code § 226 *et seq.*

10 42. Defendants' failures in furnishing Plaintiffs and members of the Wage Statement
11 Class with complete and accurate itemized wage statements resulted in injury, as said failures led
12 to, among other things, the non-payment of all their overtime and minimum wages, meal period
13 premium wages, and rest period premium wages, and deprived them of the information necessary
14 to identify the discrepancies in Defendants' reported data.

15 43. Defendants' failures create an entitlement to recovery by Plaintiffs and members
16 of the Wage Statement Class in a civil action for all damages and/or penalties pursuant to Labor
17 Code § 226 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and
18 costs of suit according to California Labor Code § 226 *et seq.*

19 **SIXTH CAUSE OF ACTION**

20 **WAITING TIME PENALTIES**

21 **(AGAINST ALL DEFENDANTS)**

22 44. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

23 45. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
24 an employer to pay all wages immediately at the time of termination of employment in the event
25 the employer discharges the employee or the employee provides at least 72 hours of notice of
26 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
27 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
28 employee's last date of employment.

1 46. Plaintiffs are informed and believe, and based thereon allege, that Defendants
2 failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them
3 at their termination, including, among other things, minimum and overtime wages and meal and
4 rest period premium wages.

5 47. Further, Plaintiffs are informed and believe, and based thereon allege, that as a
6 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiffs and members
7 of the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant
8 to the requirements of Labor Code §§ 201-203. Defendants' failure to pay all final wages was
9 willful within the meaning of Labor Code § 203.

10 48. Defendants' willful failure to timely pay Plaintiffs and the members of the Waiting
11 Time Class their earned wages upon separation from employment results in a continued payment
12 of wages up to thirty days from the time the wages were due. Therefore, Plaintiffs and members
13 of the Waiting Time Class are entitled to compensation pursuant to Labor Code § 203, plus
14 reasonable attorneys' fees and costs of suit.

15 **SEVENTH CAUSE OF ACTION**

16 **FAILURE TO REIMBURSE FOR NECESSARY BUSINESS EXPENDITURES**

17 **(AGAINST ALL DEFENDANTS)**

18 49. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

19 50. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
20 states that "an employer shall indemnify his or her employees for all necessary expenditures or
21 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
22 his or her obedience to the directions of the employer."

23 51. At all relevant times herein, Defendants were subject to Labor Code § 2804, which
24 states that "any contract or agreement, express or implied, made by any employee to waive the
25 benefits of this article or any part thereof, is null and void, and this article shall not deprive any
26 employee or his personal representative of any right or remedy to which he is entitled under the
27 laws of this State."

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1 52. Due to Defendants' unlawful policy and practice of requiring employees to use
2 personal cellular phones for work and to purchase protective equipment for work purposes, and
3 failing to reimburse employees for these expenses, Defendants have violated Labor Code § 2802.

4 53. As a proximate result of Defendants' policies and/or practices in violation of Labor
5 Code §§ 2802 and 2804, Plaintiffs and members of the Employee Expense Class suffered
6 damages in sums, which will be shown according to proof.

7 54. Plaintiff and members of the Employee Expense Class are entitled to attorneys'
8 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

9 55. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
10 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
11 Plaintiffs and members of the Employee Expense Class are entitled to interest, which shall accrue
12 from the date on which they incurred the initial necessary expenditure.

13 **EIGHTH CAUSE OF ACTION**

14 **UNFAIR COMPETITION**

15 **(AGAINST ALL DEFENDANTS)**

16 56. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

17 57. Defendants have engaged, and continue to engage, in unfair and/or unlawful
18 business practices in California in violation of Business & Professions Code § 17200 *et seq.*, by:
19 (a) failing to pay Plaintiffs and Overtime Class members all overtime wages; (b) failing to pay
20 Plaintiffs and Minimum Wage Class members for all hours worked at at least the minimum wage;
21 (c) failing to provide Plaintiffs and Meal Period Class members all meal periods to which they
22 are entitled, and failing to pay them meal period premiums; (d) failing to authorize and permit all
23 required duty-free rest periods to Plaintiffs and Rest Period Class members, and failing to pay
24 them rest period premiums; (e) knowingly failing to furnish Plaintiffs and Wage Statement Class
25 members with accurate and complete itemized wage statements in violation of Labor Code § 226;
26 (f) failing to reimburse Plaintiffs and members of the Employee Expense Class for all necessary
27 expenditures incurred for work purposes; and (g) failing to pay all earned wages to Waiting Time
28 Class members at the time of their separation of employment.

58. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiffs, and continues to deprive members of the Classes, of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

59. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiffs, for themselves and on behalf of the members of the Classes, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

60. The acts complained of herein occurred within the last four years immediately preceding the filing of this action.

61. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

NINTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

62. Plaintiffs re-allege and incorporate by reference all prior paragraphs.

63. Defendants have committed several Labor Code violations against Plaintiffs, members of the Classes, and other aggrieved employees. Plaintiffs, “aggrieved employees” within the meaning of Labor Code § 2698 *et seq.* (“PAGA”), acting on behalf of themselves and other aggrieved employees, bring this representative action against Defendants to recover the civil penalties due to Plaintiffs, other aggrieved employees, and the State of California according to proof, pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each

subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation of Lab. Code § 226 pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to compensate Plaintiffs and other aggrieved employees all overtime wages earned in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- b. Failing to compensate Plaintiffs and other aggrieved employees the statutory minimum wage for all hours worked in violation of Labor Code §§ 558, 1182.12, 1194, 1194.2, 1197 and 1198;
- c. Failing to provide Plaintiffs and other aggrieved employees with their statutorily mandated meal periods and failing to pay meal period premiums in violation of Labor Code §§ 226.7, 512, 558, and 1198;
- d. Failing to authorize and permit Plaintiffs and other aggrieved employees to take their statutorily mandated rest periods and failing to pay rest period premiums in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- e. Failing to furnish Plaintiffs and other aggrieved employees with complete and accurate itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages earned by Plaintiffs and other aggrieved former employees at the time of separation of employment, in violation of Labor Code §§ 201- 203;
- g. Failing to reimburse or indemnify Plaintiffs and other aggrieved employees for all necessary expenditures incurred in connection with their employment with Defendants, in violation of Labor Code §§ 2802 and 2804;

h. Failing to pay Plaintiffs and other aggrieved employees all wages earned at least twice each calendar month in violation of Labor Code § 204; and

i. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code § 1174.

64. On or around April 24, 2020 and May 19, 2020, Plaintiffs notified Defendant Mission Produce, Inc., via certified mail, and the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiffs’ intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to violations of the California Labor Code identified herein. Now that sixty-five days have passed from Plaintiffs’ notifying Defendants and the LWDA of these violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

65. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys’ fees and costs, which they are entitled to recover under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as representatives of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. Upon the First Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 204, 510, 1194, and 1198;
5. Upon the Second Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1197, and 1198;

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1 6. Upon the Third Cause of Action, for compensatory, consequential, general and
2 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 1198;

3 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
4 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 1198;

5 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
6 226;

7 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
8 Labor Code § 203;

9 10. Upon the Seventh Cause of Action, for compensatory, consequential, general and
10 special damages according to proof pursuant to Labor Code §§ 2802 and 2804;

11 11. Upon the Eighth Cause of Action, for restitution to Plaintiffs and members of the
12 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
13 practices declared by this Court to be in violation of Business & Professions Code § 17200 *et seq*;

14 12. Upon the Ninth Cause of Action, for civil penalties due to Plaintiffs, other
15 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
16 558 and 2699(a) and (f) including, but not limited to: 1) \$100.00 for each initial violation for each
17 failure to pay each employee and \$200.00 for each subsequent violation or willful or intentional
18 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
19 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100.00 for each subsequent
20 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
21 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
22 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
23 violation of Labor Code § 226 pursuant to Labor Code § 226.3 per employee per pay period;
24 and/or (5) \$100.00 for each initial violation and \$200.00 for each subsequent violation per
25 employee per pay period for those violations of the Labor Code for which no civil penalty is
26 specifically provided, based on violations of Labor Code sections cited in Paragraph 55 (a)-(h);

27 13. Prejudgment interest on all due and unpaid wages and unreimbursed expenses
28 pursuant to California Labor Code §§ 218.6 and 2802(b) and Civil Code §§ 3287 and 3289;

1 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §§ 226, 1194, *et seq.*, 2699(g), 2802(c), and Code of Civil Procedure § 1021.5; and

3 15. For such other and further relief the Court may deem just and proper.

4
5 Dated: January 6, 2022

Respectfully submitted,
HAINES LAW GROUP, APC

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7 By: _____


Paul K. Haines
Attorneys for Plaintiffs

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10 **DEMAND FOR JURY TRIAL**

11 Plaintiffs hereby demands a jury trial with respect to all issues triable by jury.

12
13 Dated: January 6, 2022

Respectfully submitted,
HAINES LAW GROUP, APC

14
15 By: _____


Paul K. Haines
Attorneys for Plaintiffs

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STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) ss.

On January 6, 2022, I served the foregoing document(s) described as:

on the interested party(ies) in this action as follows:

Executed on January 6, 2022, at El Segundo, California.

Alma Hernandez