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[additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

RAMON HUERTA, an individual; ANTONIO DIAZ, an individual; FELICIANO BERNABE BARRIOS, an individual; NORBERTO HUERTA-MARTINEZ, an individual; on behalf of themselves and all others similarly situated and aggrieved,

Plaintiffs,

v.

BATTH FARMS, INC., a California corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 21CECG01833

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

1. FAILURE TO PAY OVERTIME WAGES;
2. FAILURE TO PAY MINIMUM WAGES;
3. FAILURE TO PROVIDE MEAL PERIODS;
4. FAILURE TO PROVIDE REST PERIODS;
5. WAITING TIME PENALTIES;
6. WAGE STATEMENT VIOLATIONS;
7. FAILURE TO INDEMNIFY;
8. UNFAIR COMPETITION;
9. CIVIL PENALTIES UNDER LABOR CODE SECTION 210;
10. CIVIL PENALTIES UNDER LABOR CODE SECTION 226.3;
11. CIVIL PENALTIES UNDER LABOR CODE SECTION 558;
12. CIVIL PENALTIES UNDER LABOR CODE SECTION 1174.5;
13. CIVIL PENALTIES UNDER LABOR CODE SECTION 1197.1; and
14. CIVIL PENALTIES UNDER LABOR CODE SECTION 2699.

DEMAND FOR JURY TRIAL

[Amount in Controversy Exceeds $35,000.00]

ACTION FILED: June 24, 2021

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Attorneys for Plaintiffs Ramon Huerta,
Antonio Diaz, Feliciano Bernabe Barrios, and
Norberto Huerta-Martinez on behalf of
themselves and all others similarly situated and aggrieved

COME NOW plaintiffs RAMON HUERTA ("Mr. Huerta"), ANTONIO DIAZ ("Mr. Diaz"), FELICIANO BERNABE BARRIOS ("Mr. Barrios"), and NORBERTO HUERTA-MARTINEZ ("Mr. Huerta-Martinez", collectively, "Plaintiffs"), on behalf of themselves and all others similarly situated and aggrieved, and allege as follows:

GENERAL ALLEGATIONS

INTRODUCTION

1. This is a Class Action, pursuant to Code of Civil Procedure section 382, against BATTH FARMS, INC., and any of its respective subsidiaries or affiliated companies within the State of California ("Batth" and, with DOES 1 through 100, as further defined below, "Defendants") on behalf of Plaintiffs and all other current and former non-exempt California employees employed by or formerly employed by Defendants ("Class Members").

2. This is also a representative action, pursuant to the Labor Code Private Attorneys General Act of 2004, codified at Labor Code section 2698, *et seq.* ("PAGA"), against Batth and any of its respective subsidiaries or affiliated companies within the State of California, as a proxy of the Labor and Workforce Development Agency of the State of California ("LWDA"), on behalf of Plaintiffs and all other current and former non-exempt employees of Defendants working within the Civil Penalty Period, as further defined herein, and, as it pertains to the alleged claims for failure to comply with Labor Code section 2810.5, Labor Code section 203, Labor Code section 226, Labor Code section 227.3, Labor Code section 246, *et seq.*, Labor Code section 2802, restraints on competition, whistleblowing and freedom of speech on behalf of all employees of Defendants working within the Civil Penalty Period (collectively, "Aggrieved Employees")

PARTIES

A. Plaintiffs

3. Plaintiff RAMON HUERTA is a resident of the State of California. At all relevant times herein, Mr. Huerta is informed and believes, and based thereon alleges, that Defendants employed Plaintiff RAMON HUERTA as a non-exempt employee, with duties that included, but were not limited to, tractor driving, almond shaking, almond spraying, pruning, irrigation, and clean up. Mr. Huerta is informed and

believes, and based thereon alleges, that Plaintiff RAMON HUERTA worked for Defendants from approximately July of 2018 through approximately August of 2020. Defendants paid (or purported to pay) Mr. Huerta an hourly wage for his services.

4. Plaintiff ANTONIO DIAZ is a resident of the State of California. At all relevant times herein, Mr. Diaz is informed and believes, and based thereon alleges, that Defendants employed Plaintiff ANTONIO DIAZ as a non-exempt employee, with duties that included, but were not limited to, tractor driving, almond shaking, almond spraying, pruning, irrigation, and clean up. Mr. Diaz is informed and believes, and based thereon alleges, that he worked for Defendants from approximately February of 2008 through approximately February of 2021. Defendants paid (or purported to pay) Mr. Diaz an hourly wage for his services.

5. Plaintiff FELICIANO BERNABE BARRIOS is a resident of the State of California. At all relevant times herein, Mr. Barrios is informed and believes, and based thereon alleges, that Defendants employed Plaintiff FELICIANO BERNABE BARRIOS as a non-exempt employee, with duties that included, but were not limited to, tractor driving, almond shaking, almond spraying, pruning, irrigation, and clean up. Mr. Barrios is informed and believes, and based thereon alleges, that he worked for Defendants from approximately 2003 through approximately January of 2021. Defendants paid (or purported to pay) Mr. Barrios an hourly wage for his services.

6. Plaintiff NORBERTO HUERTA-MARTINEZ is a resident of the State of California. At all relevant times herein, Mr. Huerta-Martinez is informed and believes, and based thereon alleges, that Defendants employed Plaintiff NORBERTO HUERTA-MARTINEZ as a non-exempt employee, with duties that included, but were not limited to, tractor driving, almond shaking, almond spraying, pruning, irrigation, and clean up. Mr. Huerta-Martinez is informed and believes, and based thereon alleges, that he worked for Defendants from approximately August of 2017 through approximately October of 2021. Defendants paid (or purported to pay) Mr. Huerta-Martinez an hourly wage for his services.

7. JUAN CARLOS MORENO LOPEZ, previously named as a Plaintiff, is deceased and is not named as a Plaintiff or proposed class representative in this Second Amended Class and Representative Action Complaint.

B. Defendants

8. Plaintiffs are informed and believe, and based thereon allege, that defendant Batth is, and at all times relevant hereto was, a corporation organized and existing under and by virtue of the laws of the State of California and doing business in the County of Fresno, State of California.

9. The true names and capacities, whether individual, corporate, associate, or otherwise, of defendants sued herein as DOES 1 through 100, inclusive, are currently unknown to Plaintiffs, who therefore sue defendants by such fictitious names under Code of Civil Procedure section 474. Plaintiffs are informed and believe, and based thereon allege, that each of the defendants designated herein as DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and capacities of the defendants designated hereinafter as DOES when such identities become known. Plaintiffs are informed and believe, and based thereon allege, that each defendant acted in all respects pertinent to this action, as the agent of the other defendant(s), carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each defendant are legally attributable to the other defendants. Whenever, heretofore or hereinafter, reference is made to "Defendants," it shall include Batth and any of their parent, subsidiary, or affiliated companies within the State of California, as well as DOES 1 through 100 identified herein.

JOINT LIABILITY ALLEGATIONS

10. Plaintiffs are informed and believe, and based thereon allege, that all the times mentioned herein, each of the Defendants was the agent, principal, employee, employer, representative, joint venture or co-conspirator of each of the other defendants, either actually or ostensibly, and in doing the things alleged herein acted within the course and scope of such agency, employment, joint venture, and conspiracy.

11. All of the acts and conduct described herein of each and every corporate defendant was duly authorized, ordered, and directed by the respective and collective defendant corporate employers, and the officers and management-level employees of said corporate employers. In addition thereto, said corporate employers participated in the aforementioned acts and conduct of their said employees, agents, and representatives, and each of them; and upon completion of the aforesaid acts and conduct of said corporate

employees, agents, and representatives, the defendant corporation respectively and collectively ratified, accepted the benefits of, condoned, lauded, acquiesced, authorized, and otherwise approved of each and all of the said acts and conduct of the aforementioned corporate employees, agents and representatives.

12. As a result of the aforementioned facts, Plaintiffs are informed and believe, and based thereon allege, that Defendants, and each of them, are joint employers.

JURISDICTION

13. Jurisdiction exists in the Superior Court of the State of California pursuant to Code of Civil Procedure section 410.10.

14. Venue is proper in Fresno County, California pursuant to Code of Civil Procedure sections 392, et seq. because, among other things, Fresno County is where the causes of action complained of herein arose; the county in which the employment relationship began; the county in which the employment contract, or part of it, between Plaintiffs, or some of them, and Defendants was actually performed; and the county in which Defendants, or some of them, reside. Moreover, the unlawful acts alleged herein have a direct effect on Plaintiffs and Class Members in Fresno County, and because Defendants employ numerous Class Members in Fresno County.

15. Plaintiffs are "aggrieved employees" under PAGA, as they were employed by Defendants during the applicable statutory period and suffered one or more of the Labor Code violations set forth herein. Accordingly, Plaintiffs seek to recover civil penalties, as the term "civil penalty" is defined under *ZB N.A. v. Superior Court* (2019) 8 Cal.5th 175, under PAGA plus reasonable attorneys' fees and costs, for Plaintiffs and all other aggrieved current and former employees of Defendants during the Civil Penalty Period.

16. Specifically, Plaintiffs seek to recover PAGA civil penalties through a representative action permitted by PAGA and the California Supreme Court in, among other authorities, *Arias v. Superior Court* (2009) 46 Cal.4th 969. According to the same authorities, class certification of the PAGA allegations described herein is not required.

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17. During the period beginning one (1) year preceding the provision of the original notice to the LWDA regarding the herein-described Labor Code violations (the "Civil Penalty Period"), Defendants violated, *inter alia*, Labor Code sections 96, 98.6, 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 232, 232.5, 246, *et seq.*, 432, 510, 512, 558, 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 2699, 2802, and 2810.5, among others.

18. Labor Code section 2699, subdivisions (a) and (g), authorizes aggrieved employees such as Plaintiffs, on behalf of Plaintiffs and all other aggrieved current and former employees within the statutory period, to bring a civil action to recover civil penalties pursuant to the procedures specified in Labor Code section 2699.3.

19. On or around October 7, 2020, Plaintiff RAMON HUERTA provided written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

20. On or around July 23, 2025, Plaintiffs provided an amended written notice pursuant to Labor Code section 2699.3 online and by certified mail, with return receipt requested, of Defendants' violation of various, including the herein-described, provisions of the Labor Code, to the LWDA, as well as by certified mail, with return receipt requested to Defendants, and each of them.

21. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(A), the LWDA did not provide notice of its intention to investigate Defendants' alleged violations within sixty-five (65) calendar days of the October 7, 2020 or July 23, 2025 postmarked dates of the herein-described notices sent by Plaintiffs to the LWDA and Defendants.

FACTUAL BACKGROUND

22. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, failed to pay overtime wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and Class Members working over eight (8) hours per day, forty (40) hours per week, and seven consecutive work days in a work week without being properly compensated for hours worked in excess of (8) hours per day

in a work day, forty (40) hours per week in a work week, and/or hours worked on the seventh consecutive work day in a work week by, among other things, failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay, including but not limited to, engaging, suffering, or permitting employees to work off the clock, including, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendant's control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to work through meal periods, to don and doff uniforms and/or safety equipment off the clock, to drive off the clock to the detriment of Plaintiffs and Class Members.

23. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, failed to pay overtime wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, without limitation, Plaintiffs and Class Members working greater than the hours proscribed under Wage Order 14, among other things, failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay, including but not limited to, engaging, suffering, or permitting employees to work off the clock, including, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendant's control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to work through meal periods, to don and doff uniforms and/or safety equipment off the clock, to make phone calls or drive off the clock; and failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, and other forms of remuneration, including shift differential pay, into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; editing and/or manipulation of time entries to show less hours than actually worked , and for paying straight pay instead of overtime pay, to the detriment of Plaintiffs and Class Members.

24. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have, failed to pay minimum wages to Plaintiffs and Class Members, or some of them, in violation of California state wage and hour laws as a result of, among other things, failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage

including but not limited to, engaging, suffering, or permitting employees to work off the clock, including, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendant's control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to work through meal periods, to don and doff uniforms and/or safety equipment off the clock, to make phone calls or drive off the clock; and editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay for reporting time pay, to the detriment of Plaintiffs and Class Members.

25. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants have failed to provide Plaintiffs and Class Members, or some of them, full, timely thirty (30) minute uninterrupted meal period for days on which they worked more than five (5) hours in a work day and a second thirty (30) minute uninterrupted meal period for days on which they worked in excess of ten (10) hours in a work day, and failing to provide compensation for such unprovided meal periods as required by California wage and hour laws.

26. For at least four (4) years prior to the filing of this Action and continuing to the present, Defendants' managers and supervisors have regularly interrupted the meal breaks of at least some of the Class Members without compensating employees for those unprovided meal periods as required by California wage and hour laws ("Interrupted Meal Break Subclass.") Defendants' managers' caused these violations through the enactment and enforcement of the policies and procedures put in place by Defendants. Indeed, Defendants either authorized or ratified the interruptions of Class Member meal breaks.

27. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have, failed to authorize and permit Plaintiffs and Class Members, or some of them, to take rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failed to provide compensation for such unprovided rest periods as required by California wage and hour laws. Employees were only provided with a single ten (10) minute rest break for all shifts worked, even though employees regularly worked more than eight hours in a day. Additionally, Defendants did not allow employees to leave the premises during employee rest breaks. Defendant is liable for Civil Penalties

pursuant to Labor Code Section 2699, et seq.

28. For at least three (3) years prior to the filing of this action and continuing to the present, Defendants have, failed to pay Plaintiffs and Class Members, or some of them, the full amount of their wages owed to them upon termination and/or resignation as required by Labor Code sections 201 and 202, including for, without limitation, failing to pay overtime wages, minimum wages, and premium wages.

29. For at least one (1) year prior to the filing of this Action and continuing to the present, as a result of failing to furnish proper meal periods, proper rest breaks, properly paying Class Members their overtime wages, properly paying Class Members their minimum wages, and failing to compensate Class Members for all hours that they worked, Defendants have failed to furnish Plaintiffs and Class Members, or some of them, with itemized wage statements that accurately reflect gross wages earned by Class Members and the total hours worked by Class Members; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and other such information as required by in violation of Labor Code section 226, subdivision (a) ("Wage Statement Derivative Violation Subclass"). As a result thereof, Defendants have further failed to furnish employees with an accurate calculation of gross and gross wages earned, as well as gross and net wages paid.

30. For at least one (1) year prior to the filing of this Action and continuing to the present, Defendants have failed to furnish Plaintiffs and Class Members with wage statements listing Defendants' address on all wage statements and paystubs in violation of Labor Code section 226, subdivision (a) ("Wage Statement Direct Violation Subclass"). As a result thereof, Defendants have failed comply with the requirement for a Wage Statement under the Labor Code and employees have suffered harm thereto.

31. For at least three (3) years prior to the filing of this Action and continuing to the present, Defendants have, failed to indemnify Class Members, or some of them, for the costs incurred for work related purposes. Defendants, throughout all times relevant hereto, failed to compensate Class Members for mileage and/or gas costs incurred in driving personal vehicles for work-related purposes and the purchasing of tools necessary to perform work duties that Defendants required employees to purchase ("Unreimbursed Tools Subclass"), including but not limited to, scissors, knives, and tool sharpeners. Defendants, throughout all times relevant hereto, further failed to reimburse Class Members for the use of

their personal cellphone for work related purposes ("Unreimbursed Phones Subclass").

32. For at least one (1) year prior to the filing of this Action and continuing to the present, Defendants had a policy or practice of illegally and improperly deducting wages from Class Member paychecks for housing in an amount exceeding the allowable credit limit prescribed in Wage Order 14. Defendants are therefore subject to Civil Penalties for these illegal deductions in violation of Labor Code Section 221 and Labor Code Section 1198.

33. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to comply with the notice requirements of Labor Code section 2810.5 (*i.e.*, the Wage Theft Protection Act of 2011) by, among other things, failing to provide Plaintiffs and other Aggrieved Employees with the rates of pay and overtime rates of pay applicable to their employment; allowances claimed as part of the minimum wage; the regular payday designated by Defendants; the name, address, and telephone number of the workers' compensation insurance carrier; information regarding paid sick leave; and other pertinent information required to be disclosed by Defendants under Labor Code section 2810.5.

34. At all relevant times mentioned herein, Defendants failed to provide Plaintiffs and other Aggrieved Employees with the amount of paid sick leave required to be provided pursuant to California law (including, without limitation Labor Code section 246, *et seq.*), and also did not permit its use upon request as contemplated under California laws, to the detriment of Plaintiffs and all other Aggrieved Employees.

35. At all relevant times mentioned herein, Defendants have had a policy or practice of failing to pay Plaintiffs and Aggrieved Employees their wages in accordance with Labor Code Section 204, which requires that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive of any calendar month, shall be paid for between the 1st and 10th day of the following month."

36. Defendants had and have a policy or practice of preventing Plaintiffs and/or other Aggrieved Employees from disclosing violations of state and federal law, either within Defendants to their managers or outside to private attorneys or government officials, among others, in violation of Business and

Professions Code section 17200, and, thus, in violation of Labor Code section 1102.5. In addition, Plaintiffs are informed and believe that Defendants' herein-described policies and/or practices prevent Plaintiffs and/or other Aggrieved Employees from disclosing information about unsafe or discriminatory working conditions, or about wage and hour violations in violation of Labor Code section 232 and 232.5.

37. Defendants had and have a policy or practice of preventing Plaintiffs and/or other Aggrieved Employees from engaging in lawful conduct during non-work hours, thus violating state statutes entitling employees to disclose wages, working conditions, and illegal conduct, including, without limitation, Labor Code sections 96, subdivision (k), 98.6, 232, 232.5, and 1197.5, subdivision (k). Plaintiffs are informed and believe that this lawful conduct includes the exercise of Plaintiffs' and/or other Aggrieved Employee's constitutional rights of freedom of speech and economic liberty.

38. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, bring this Action pursuant to, including but not limited to, Labor Code sections 200, 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 1197.1, and 2802, and California Code of Regulations, Title 8, sections 11080, 11013, and 11014, seeking overtime wages, minimum wages, payment of premium wages for missed meal and rest periods, waiting time penalties, wage statement penalties, failure to indemnify work-related expenses, and other such provisions of California law, and reasonable attorneys' fees and costs.

39. Plaintiffs, on Plaintiffs' own behalf and on behalf of Class Members, pursuant to Business and Professions Code sections 17200 through 17208, also seek (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as all monies owed but withheld and retained by Defendants to which Plaintiffs and Class Members are entitled, as well as restitution of amounts owed.

40. Plaintiffs, in Plaintiffs' representative capacity, seek civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699 for the herein-described acts, which violate the California Labor Code as described above, including on behalf of Plaintiffs and other Aggrieved Employees pursuant to PAGA.

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CLASS ACTION ALLEGATIONS

41. Plaintiffs brings this action on behalf of Plaintiffs and Class Members as a class action pursuant to Code of Civil Procedure section 382. Plaintiffs seek to represent a class of all current and former non-exempt employees of Defendants within the State of California at any time commencing four (4) years preceding the filing of Plaintiff RAMON HUERTA's initial complaint up until the time that notice of the class action is provided to the class (collectively referred to as "Class Members").

42. Plaintiffs reserve the right under California Rule of Court rule 3.765, subdivision (b) to amend or modify the class description with greater specificity, further divide the defined class into subclasses, and to further specify or limit the issues for which certification is sought.

43. This Action has been brought and may properly be maintained as a class action under the provisions of Code of Civil Procedure section 382 because there is a well-defined community of interest in the litigation and the proposed Class is easily ascertainable.

A. Numerosity

44. The potential Class Members as defined are so numerous that joinder of all the members of the Class is impracticable. While the precise number of Class Members has not been determined yet, Plaintiffs are informed and believe that there are over seventy-five (75) Class Members employed by Defendants within the State of California.

45. Accounting for employee turnover during the relevant periods necessarily increases this number. Plaintiffs allege Defendants' employment records would provide information as to the number and location of all Class Members. Joinder of all members of the proposed Class is not practicable.

B. Commonality

46. There are questions of law and fact common to Class Members. These common questions include, but are not limited to:

A. Did Defendants violate Labor Code sections 510 and 1194 by failing to pay all hours worked at a proper overtime rate of pay?

B. Did Defendants violate Labor Code sections 510, 1194 and 1197 by failing to pay for all other time worked at the employee's regular rate of pay and a rate of pay that is greater than

the applicable minimum wage?

C. Did Defendants violate Labor Code section 512 by not authorizing or permitting Class Members to take compliant meal periods?

D. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed or interrupted meal periods?

E. Did Defendants violate applicable Wage Orders by not authorizing or permitting Class Members to take compliant rest periods?

F. Did Defendants violate Labor Code section 226.7 by not providing Class Members with additional wages for missed rest periods?

G. Did Defendants violate Labor Code sections 201 and 202 by failing to pay Class Members upon termination or resignation all wages earned?

H. Are Defendants liable to Class Members for waiting time penalties under Labor Code section 203?

I. Did Defendants violate Labor Code section 226, subdivision (a) by not furnishing Class Members with accurate wage statements?

J. Did Defendants fail to indemnify Class Members for all necessary expenditures or losses incurred in direct consequence of the discharge of their duties or by obedience to the directions of Defendants as required under Labor Code section 2802?

K. Did Defendants violate the Unfair Competition Law, Business and Professions Code section 17200, *et seq.*, by their unlawful practices as alleged herein?

L. Are Class Members entitled to restitution of wages under Business and Professions Code section 17203?

M. Are Class Members entitled to costs and attorneys' fees?

N. Are Class Members entitled to interest?

C. <u>Typicality</u>

47. The claims of Plaintiffs herein alleged are typical of those claims which could be alleged by any Class Members, and the relief sought is typical of the relief which would be sought by each Class

Member in separate actions. Plaintiffs and Class Members sustained injuries and damages arising out of and caused by Defendants' common course of conduct in violation of laws and regulations that have the force and effect of law and statutes as alleged herein.

D. Adequacy of Representation

48. Plaintiffs will fairly and adequately represent and protect the interest of Class Members. Counsel who represents Plaintiffs is competent and experienced in litigating wage and hour class actions.

E. Superiority of Class Action

49. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Class Members is not practicable, and questions of law and fact common to Class Members predominate over any questions affecting only individual Class Members. Class Members, as further described therein, have been damaged and are entitled to recovery by reason of Defendants' policies and/or practices that have resulted in the violation of the Labor Code as set out herein.

50. Class action treatment will allow Class Members to litigate their claims in a manner that is most efficient and economical for the parties and the judicial system. Plaintiffs is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

FIRST CAUSE OF ACTION

(Failure to Pay Overtime Wages – Against All Defendants)

51. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

52. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 510, 1194 and 1199, as well as applicable Wage Orders.

53. At all times relevant to this Complaint, Labor Code section 510 was in effect and provided: "(a) Eight hours of labor constitutes a day's work. Any work in excess of eight hours in one workday and any work in excess of forty hours in any one workweek . . . shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee."

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54. At all times relevant to this Complaint, Labor Code section 510 further provided that "[a]ny work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee. In addition, any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay."

55. At all times relevant to this Complaint, Wage Order 14 further provides that employees shall not be employed more than ten (10) hours in one workday or more than six (6) days in any workweek unless the employee receives one and one-half times such employee's regular rate of pay for all hours worked over ten (10) hours in a workday; and starting in 2019, not more than nine and one-half (9 ½) hours per workday or fifty-five hours per workweek; and starting in 2020, not more than nine (9) hours per work day or fifty hours per workweek; and starting in 2021, not more than eight and one-half (8 ½) hours per workday or forty-five hours per workweek.

56. Four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs and Class Members, worked for Defendants during shifts that consisted of more than eight (8) hours in a workday and/or more than forty hours in a workweek, and/or seven (7) consecutive workdays in a workweek, and/or more than those hours as set out in Wage Order 14, without being paid overtime wages for all hours worked as a result of, including but not limited to, Defendants failing to accurately track and/or pay for all hours actually worked at the proper overtime rate of pay, including but not limited to, engaging, suffering, or permitting employees to work off the clock, including, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendants' control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to work through meal periods, to don and doff uniforms and/or safety equipment off the clock, to make phone calls or drive off the clock; failing to include all forms of remuneration, including non-discretionary bonuses, incentive pay, and other forms of remuneration, including shift differential pay, into the regular rate of pay for the pay periods where overtime was worked and the additional compensation was earned for the purpose of calculating the overtime rate of pay; editing and/or manipulation of time entries to show less hours than actually worked, and for paying straight pay instead of overtime pay, to the detriment of Plaintiffs and Class Members.

57. Specifically, Defendants' managers were the sole individual in charge of the recording of employee timesheets. Employees had no control over the hours inputted on their timesheets and the hours that they would be paid. Defendants have a policy and practice of having the time records be rounded to the nearest half hour and not recording the hours Class Members worked to the nearest minute. As a result, employees were drastically underpaid for all hours that they worked.

58. Furthermore, Defendants had a policy and practice of not paying Class Members for times spent not working in the fields where the crops were located. Class Members, on a daily basis, would also work off the fields as well, without pay. Class Members were required to fill up tractors with fuel, clean those tractors, drive these tractors from the sheds to the fields, don and doff protective equipment, gather water, gather tools, and attend company meetings off the clock outside of the fields.

59. Even aside from the off the clock work performed off the fields, employees would still not be compensated for all hours worked even on the fields. Class Members would rarely, if ever, begin work right at the beginning of the hour. Rather, Class Members were required to begin working several minutes before the times recorded on their time sheets. Class Members would spray crops, harvest crops, and meet with their supervisors off the clock on the fields.

60. Additionally, Defendants had a policy and procedure of requiring Class Members work off the clock while on their meal breaks. Class Members would regularly work off the clock while on their meal breaks. Class Members would oftentimes be required to end meal breaks early without being paid for that time spent working off the clock. Employees would not be paid for this time.

61. Accordingly, by requiring Plaintiffs and Class Members to, work greater than eight (8) hours per workday, forty (40) hours per workweek, and/or seven (7) straight workdays, and by requiring work greater than those proscribed by Wage Order 14, without properly compensating overtime wages at the proper overtime rate of pay, Defendants willfully violated the provisions of the Labor Code, among others, sections 510, 1194, and applicable IWC Wage Orders, and California law.

62. As a result of the unlawful acts of Defendants, Plaintiffs and Class Members have been deprived of overtime wages in amounts to be determined at trial, and are entitled to recovery, plus interest and penalties thereon, attorneys' fees and costs, pursuant to Labor Code section 1194 and 1199, Code of

Civil Procedure section 1021.5 and 1032, and Civil Code section 3287.

SECOND CAUSE OF ACTION

(Failure to Pay Minimum Wages – Against All Defendants)

63. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

64. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 1197, 1199 and applicable Wage Orders.

65. Pursuant to Labor Code section 1197 and applicable Wage Orders, Plaintiffs and Class Members were entitled to receive minimum wages for all hours worked or otherwise under Defendants' control.

66. For four (4) years prior to the filing of the Complaint in this Action through the present, Defendants failing to accurately track and/or pay for all hours actually worked at their regular rate of pay that is above the minimum wage including but not limited to, engaging, suffering, or permitting employees to work off the clock, including, by requiring employees: to come early to work and leave late work without being able to clock in for all that time, to suffer under Defendant's control to complete pre-shift tasks before clocking in and post-shift tasks after clocking out, to work through meal periods, to don and doff uniforms and/or safety equipment off the clock, to make phone calls or drive off the clock; editing and/or manipulation of time entries to show less hours than actually worked; and failing to pay for reporting time pay, to the detriment of Plaintiffs and Class Members.

67. Specifically, Defendants' managers were the sole individual in charge of the recording of employee timesheets. Employees had no control over the hours inputted on their timesheets and the hours that they would be paid. Defendants have a policy and practice of having the time records be rounded to the nearest half hour and not recording the hours Class Members worked to the nearest minute. As a result, employees were drastically underpaid for all hours that they worked.

68. Furthermore, Defendants had a policy and practice of not paying Class Members for times spent not working in the fields where the crops were located. Class Members, on a daily basis, would also work off the fields as well, without pay. Class Members were required to fill up tractors with fuel, clean

those tractors, drive these tractors from the sheds to the fields, don and doff protective equipment, gather water, gather tools, and attend company meetings off the clock outside of the fields.

69. Even aside from the off the clock work performed off the fields, employees would still not be compensated for all hours worked even on the fields. Class Members would rarely, if ever, begin work right at the beginning of the hour. Rather, Class Members were required to begin working several minutes before the times recorded on their time sheets. Class Members would spray crops, harvest crops, and meet with their supervisors off the clock on the fields.

70. Additionally, Defendants had a policy and procedure of requiring Class Members work off the clock while on their meal breaks. Class Members would regularly work off the clock while on their meal breaks. Class Members would oftentimes be required to end meal breaks early without being paid for that time spent working off the clock. Employees would not be paid for this time.

71. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid minimum wages for all hours worked or otherwise due.

72. Pursuant to Labor Code sections 218.6, 1194, 1194.2, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover the full amount of unpaid minimum wages, interest and penalties thereon, liquidated damages, reasonable attorneys' fees and costs of suit.

THIRD CAUSE OF ACTION

(Failure to Provide Meal Periods – Against All Defendants)

73. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

74. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 512 and applicable Wage Orders.

75. Pursuant to Labor Code section 512 and applicable Wage Orders, no employer shall employ an employee for a work period of more than five (5) hours without a timely meal break of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties. Furthermore, no employer

shall employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second timely meal period of not less than thirty (30) minutes in which the employee is relieved of all of his or her duties.

76. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided.

77. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs and Class Members were not provided complete, timely 30-minute, duty-free uninterrupted meal periods every five hours of work without waiving the right to take them, as permitted. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not provided compliant meal periods.

78. Defendants have a policy and procedure of having employee supervisors controlling Class Member meal break entries. Defendants further have a policy or procedure of rounding Class Member meal break entries to the nearest half hour rather than inputting the actual times Class Members took their meal breaks.

79. Defendants controlled the time in which Class Members would take their meal breaks and how long these meal breaks would last. The schedules that Class Members worked were provided by Defendants' headquarters. These schedules include the times in which Class Members were expected to take their meal breaks and when these meal breaks were expected to end.

80. As a result of Defendants' scheduling and the workplace expectations placed upon Class Members, meal breaks were often taken after the fifth hour of work and were shorter than thirty minutes in length.

81. Furthermore, Defendants had a policy or procedure in having employee meal breaks be interrupted. Through the acts and omissions of their supervisors, all of which were either approved of or later ratified by Defendants, Defendants' supervisors required the Interrupted Meal Break Subclass to work off the clock during their meal breaks without compensation. Interrupted Meal Break Subclass members

would be required to continue their work tasks while on their meal breaks and answer work related questions while on their meal breaks, all without compensation and without premium pay as required under California law.

82. By their failure to provide Plaintiffs, Class Members, and members of the Interrupted Meal Break Subclass compliant meal periods as contemplated by Labor Code section 512, among other California authorities, and failing, to provide compensation for such unprovided meal periods, as alleged above, Defendants willfully violated the provisions of Labor Code section 512 and applicable Wage Orders.

83. As a result of Defendants' unlawful conduct, Plaintiffs, Class Members, and members of the Interrupted Meal Break Subclass have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for missed, untimely, interrupted, incomplete and/or on-duty meal periods.

84. Plaintiffs, Class Members, and members of the Interrupted Meal Break Subclass are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FOURTH CAUSE OF ACTION

(Failure to Provide Rest Periods – Against All Defendants)

85. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

86. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by applicable Wage Orders.

87. California law and applicable Wage Orders require that employers "authorize and permit" employees to take ten (10) minute rest periods in about the middle of each four (4) hour work period "or major fraction thereof." Accordingly, employees who work shifts of three and-a-half (3 ½) to six (6) hours must be provided ten (10) minutes of paid rest period, employees who work shifts of more than six (6) and up to ten (10) hours must be provided with twenty (20) minutes of paid rest period, and employees who

work shifts of more than ten (10) hours must be provided thirty (30) minutes of paid rest period.

88. Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a meal period or rest period as provided in the applicable Wage Order of the Industrial Welfare Commission, the employer shall pay the employee one (1) additional hour of pay at the employee's regular rate of compensation for each work day that the rest period is not provided.

89. For four (4) years prior to the filing of the Complaint in this Action through the present, Plaintiffs and Class Members were, not authorized or permitted to take complete, timely 10-minute, duty-free uninterrupted rest periods every four (4) hours of work or major fraction thereof. Moreover, Defendants failed to provide one (1) additional hour of pay at the Class Member's regular rate of compensation on the occasions that Class Members were not authorized or permitted to take compliant rest periods.

90. Defendants had a policy or procedure of failing to provide Class Members with one rest break for every four (4) hours worked or major fraction thereof without providing Class Members with rest break premiums. Class Members were only provided with a single rest break for all shifts worked, rather than one rest break for every four (4) hours worked or major fraction thereof as required by Wage Order 14 and the Labor Code. Class Members would regularly work more than eight (8) hours in a day without the provision of more than one rest break.

91. Defendants had a further policy or procedure of interrupting employee rest breaks without providing Class Members with rest break premiums. Class Members were regularly required to work through rest breaks and continue with their daily duties on a near daily duty.

92. Defendants had a further policy or procedure of preventing employees from leaving the premises while on their rest breaks, making each and every rest break "on duty." Class Members were not allowed to leave the premises while on rest breaks, having their requests to leave the premises be denied by Defendants on multiple occasions.

93. By their failure to authorize and permit Plaintiffs and Class Members to take rest periods contemplated by California law, and one (1) additional hour of pay at the employee's regular rate of compensation for such unprovided rest periods, as alleged above, Defendants willfully violated the

provisions of Labor Code section 226.7 and applicable Wage Orders.

94. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount, subject to proof, to the extent they were not paid additional pay owed for rest periods that they were not authorized or permitted to take.

95. Plaintiffs and Class Members are entitled to recover the full amount of their unpaid additional pay for unprovided compliant meal periods, in amounts to be determined at trial, plus interest and penalties thereon, attorneys' fees, and costs, under Labor Code sections 226 and 226.7, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287.

FIFTH CAUSE OF ACTION

(Failure to Pay All Wages Due Upon Termination – Against All Defendants)

96. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

97. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code sections 201, 202 and 203, as well as applicable Wage Orders.

98. Pursuant to Labor Code sections 201 and 202, Plaintiffs and Class Members were entitled upon termination to timely payment of all wages earned and unpaid prior to termination. Discharged Class Members were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Class Members who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid at the time of resignation.

99. Plaintiffs are informed and believe and based thereon allege that in the three (3) years before the filing of the Complaint in this Action through the present, Defendants, due to the failure to provide overtime wages mentioned above, failed to pay Plaintiffs and Class Members all wages earned prior to resignation or termination in accordance with Labor Code sections 201 or 202.

100. Plaintiffs are informed and believe Defendants failed to pay Plaintiffs and Class Members all wages earned prior to termination or resignation in accordance with Labor Code sections 201 and 202 was willful. Defendants had the ability to pay all wages earned by Plaintiffs and Class Members at the

time of termination in accordance with Labor Code sections 201 and 202, but intentionally adopted policies or practices incompatible with the requirements of Labor Code sections 201 and 202 resulting in the failure to pay all wages earned prior to termination or resignation.

101. Pursuant to Labor Code section 203, Plaintiffs and Class Members are entitled to waiting time penalties from the date their earned and unpaid wages were due, upon termination or resignation, until paid, up to a maximum of thirty (30) days.

102. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered damages in an amount subject to proof, to the extent they were not paid for all wages earned prior to termination or resignation.

103. Pursuant to Labor Code section 203 and 218.6, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs and Class Members are entitled to recover waiting time penalties, interest, and their costs of suit, as well.

SIXTH CAUSE OF ACTION

(Failure to Provide Accurate Wage Statements – Against All Defendants)

104. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

105. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 226, as well as applicable Wage Orders.

106. Pursuant to Labor Code section 226, subdivision (a), Plaintiffs and Class Members were entitled to receive, semi-monthly or at the time of each payment of wages, an accurate itemized statement that accurately reflects, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer, among other things.

107. Plaintiffs are informed and believe and based thereon allege that in the one (1) year before the filing of the Complaint in this Action through the present, as a result of Defendants' practices or procedures of failure to provide employees with proper meal periods, proper rest breaks, pay Class Members due overtime wages, minimum wages earned, and for all hours worked, Defendants failed to

comply with Labor Code section 226, subdivision (a) in their failure to furnish Plaintiffs and members of the Derivative Wage Statement Subclass with accurate itemized statements that accurately reflect, among other things, gross wages earned; total hours worked; net wages earned; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; and the name and address of the legal entity that is the employer, among other things.

108. Further, Defendants had a policy or procedure of failing to list Defendants' address on wage statement provided to members of the Direct Wage Statement Class in violation of Labor Code section 226, subdivision (a).

109. Defendants' failure to provide Plaintiffs, members of the Direct Wage Statement Class, and members of the Derivative Wage Statement Subclass with accurate wage statements was knowing, intentional, and willful. Defendants had the ability to provide Plaintiffs, members of the Direct Wage Statement Class, and members of the Derivative Wage Statement Subclass with accurate wage statements, but willfully provided wage statements that Defendants knew were not accurate.

110. As a result of Defendants' unlawful conduct, Plaintiffs and Class Members have suffered injury. The absence of accurate information on Class Members' wage statements has delayed timely challenge to Defendants' unlawful pay practices; requires discovery and mathematical computations to determine the amount of wages owed; causes difficulty and expense in attempting to reconstruct time and pay records; and led to submission of inaccurate information about wages and amounts deducted from wages to state and federal governmental agencies, among other things.

111. Pursuant to Labor Code section 226, subdivision (e), Plaintiffs, members of the Direct Wage Statement Class, and members of the Derivative Wage Statement Subclass are entitled to recover $50 for the initial pay period during the period in which violation of Labor Code section 226 occurred and $100 for each violation of Labor Code section 226 in a subsequent pay period, not to exceed an aggregate $4,000.00 per employee.

112. Pursuant to Labor Code sections 226, subdivisions (e) and (g), Code of Civil Procedure section 1032, Civil Code section 3287, Plaintiffs, members of the Direct Wage Statement Class, and members of the Derivative Wage Statement Subclass are entitled to recover the full amount of penalties

due under Labor Code section 226, subdivision (e), reasonable attorneys' fees, and costs of suit.

SEVENTH CAUSE OF ACTION

(Violation of Labor Code § 2802 – Against All Defendants)

113. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

114. At all relevant times, Plaintiffs and Class Members were employees or former employees of Defendants covered by Labor Code section 2802 and applicable Wage Orders.

115. Labor Code section 2802, subdivision (a) provides that "an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties . . ."

116. For three (3) years prior to the filing of the Complaint in this Action through the present, Defendants required Plaintiffs and Class Members, or some of them, to incur necessary expenditures or losses in direct consequence of the discharge of their duties or at the obedience to the directions of Defendants.

117. Defendants had a policy or procedure of requiring members of the Unreimbursed Tools Subclass to purchase tools necessary for the carrying out of their duties without reimbursement. These tools include, but are in no way limited to, shovels, gloves, and hoes. Defendants had known or should have known about the members of the Unreimbursed Tools Subclass incurring these costs without reimbursement.

118. Defendants had a policy or procedure of requiring members of the Unreimbursed Cellphone Subclass to use their cellphones for work related purposes. Defendants had known or should have known about the members of the Unreimbursed Tools Subclass incurring these costs without reimbursement. that included, without limitation: costs incurred for mileage and/or gas costs incurred in driving personal vehicles for work-related purposes and purchasing tools necessary to perform work duties, including but not limited to, scissors, knives, wrenches, and tool sharpeners.

119. During that time period, Plaintiffs are informed and believe and based thereon allege that Defendants failed and refused, and still fail and refuse to reimburse Plaintiffs, members of the

Unreimbursed Tools Subclass, and members of the Unreimbursed Cellphone Subclass for those losses and/or expenditures.

120. As a result of Defendants' unlawful conduct, Plaintiffs, members of the Unreimbursed Tools Subclass, and members of the Unreimbursed Cellphone Subclass have suffered damages in an amount subject to proof, to the extent they were not reimbursed for the herein-described losses and/or expenditures.

121. Pursuant to Labor Code section 2802, Code of Civil Procedure sections 1021.5 and 1032, and Civil Code section 3287, Plaintiffs, members of the Unreimbursed Tools Subclass, and members of the Unreimbursed Cellphone Subclass are entitled to recover reimbursement for their herein-described losses and/or expenditures, reasonable attorneys' fees and costs of suit.

EIGHTH CAUSE OF ACTION

(Unfair Competition – Against All Defendants)

122. Plaintiffs reallege and incorporate by reference all of the allegations contained in the preceding paragraphs as though fully set forth hereat.

123. Plaintiffs are informed and believe and based thereon allege that the unlawful conduct of Defendants alleged herein constitutes unfair competition within the meaning of Business and Professions Code section 17200. Due to their unlawful business practices in violation of the Labor Code, Defendants have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their obligations to compensate employees in accordance with the Labor Code.

124. As a result of Defendants' unfair competition as alleged herein, Plaintiffs and Class Members have suffered injury in fact and lost money or property.

125. Pursuant to Business and Professions Code section 17203, Plaintiffs and Class Members are entitled to (an) injunction(s) prohibiting Defendants from further violating the Labor Code and requiring the establishment of appropriate and effective means to prevent further violations, as well as restitution of all wages and other monies owed to them under the Labor Code, including interest thereon, in which they had a property interest and which Defendants nevertheless failed to pay them and instead withheld and retained for themselves. Restitution of the money owed to Plaintiffs and Class Members is necessary to prevent Defendants from becoming unjustly enriched by their failure to comply with the Labor Code.

126. Plaintiffs and Class Members are entitled to costs of suit under Code of Civil Procedure section 1032 and interest under Civil Code section 3287.

NINTH CAUSE OF ACTION

(Civil Penalties Under Labor Code § 210 – Against All Defendants)

127. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

128. At all relevant times herein, Labor Code section 204, requires and required that: "[l]abor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month."

129. At all relevant times herein, Labor Code section 210, subdivision (a) states and stated that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 205, 205.5, and 1197.5, shall be subject to a civil penalty as follows: (1) For any initial violation, one hundred dollars ($100) for each failure to pay each employee" and "(2) For each subsequent violation, or any willful or intentional violation, two hundred dollars ($200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld."

130. At all relevant times herein, Defendants have had a consistent policy or practice of failing to pay Plaintiffs and/or Aggrieved Employees during their employment on a timely basis as per Labor Code section 204. Thus, pursuant to Labor Code section 210, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violations of Labor Code section 204, in the amount of one hundred dollars ($100) for each Aggrieved Employee for each initial violation per employee, and two hundred dollars ($200) for each Aggrieved Employee for each subsequent violation in connection with each payment that was made in violation of Labor Code section 204.

TENTH CAUSE OF ACTION

(Civil Penalties Under Labor Code § 226.3 – Against All Defendants)

131. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

132. Defendants had and have a policy or practice of failing to comply with Labor Code section 226, subdivision (a) by intentionally failing to furnish Plaintiffs and Aggrieved Employees with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; the name and address of each employer with whom they have been placed to work; all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

133. Labor Code section 226.3 states that "[a]ny employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars ($250) per employee per violation in an initial citation and one thousand dollars ($1,000) per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage deduction statement or fails to keep the records required in subdivision (a) of Section 226."

134. Labor Code section 226.3 further provides that "[t]he civil penalties provided for in this section are in addition to any other penalty provided by law."

135. Plaintiffs are informed and believe and based thereon allege that Defendants had and have a policy or practice of failing to furnish non-exempt employees, including, without limitation, Plaintiffs, with itemized wage statements that accurately reflect gross wages earned; total hours worked; net wages earned; all deductions; all applicable hourly rates in effect and the corresponding number of hours worked at each hourly rate in effect during the pay period; the legal name of the employer and/or the name and address of the legal entity securing the employer's services if the employer is a farm labor contractor; and other such information as required by Labor Code section 226, subdivision (a).

136. Pursuant to Labor Code section 226.3, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' violation of Labor Code section 226, subdivision (a) in the amount of two hundred fifty dollars ($250) for each Aggrieved Employee per pay period for the initial

violation, and one thousand dollars ($1,000) for each Aggrieved Employee per pay period for each subsequent violation.

ELEVENTH CAUSE OF ACTION

(Violation of Labor Code § 558 – Against All Defendants)

137. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

138. Pursuant to Labor Code section 558, subdivision (a): "Any employer or other person acting on behalf of an employer who violates, or causes to be violated . . . any provision regulating hours and days of work in any of the Industrial Welfare Commission" shall be subject to a civil penalty as follows:

(1) For any initial violation, fifty dollars ($50) for each underpaid employee and for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

(2) For each subsequent violation, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee was underpaid in addition to an amount sufficient to recover underpaid wages;

(3) Wages recovered pursuant to this section shall be paid to the affected employee."

139. Plaintiffs are informed and believe and based thereon allege, that Defendants, and each of them, violated, or caused to be violated, the Labor Code sections described herein, including causing Plaintiffs and other Aggrieved Employees not to: be paid overtime wages and minimum wages; receive meal and rest periods or compensation in lieu thereof; be paid timely wages during their employment and after their employment separation; receive accurate, itemized wage statements; be provided with the opportunity to inspect employment records; be provided with notice as required under Labor Code section 2810.5; be provided with the proper accrual and use of paid sick leave; and/or be paid out all paid time off and/or vacation wages owed at the proper rate of pay.

140. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 558, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount fifty dollars ($50) for each

Aggrieved Employee per pay period for the initial violation, and one hundred dollars ($100) for each Aggrieved Employee per pay period for each subsequent violation.

TWELFTH CAUSE OF ACTION

(Violation of Labor Code § 1174.5 – Against All Defendants)

141. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

142. At all times mentioned herein, Labor Code section 1174, subdivision (b) has required every person employing labor in California to "[a]llow any member of the commission or the employees of the Division of Labor Standards Enforcement free access to the place of business or employment of the person to secure any information or make any investigation that they are authorized by this chapter to ascertain or make. The commission may inspect or make excerpts, relating to the employment of employees, from the books, reports, contracts, payrolls, documents, or papers of the person."

143. At all times mentioned herein, Labor Code section 1174, subdivision (c) has required every person employing labor in California to "[k]eep a record showing the names and addresses of all employees employed and the ages of all minors."

144. At all times mentioned herein, Labor Code section 1174, subdivision (d) has required every person employing labor in California to "[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept in accordance with rules established for this purpose by the commission, but in any case, shall be kept on file for not less than three years. An employer shall not prohibit an employee from maintaining a personal record of hours worked, or, if paid on a piece-rate basis, piece-rate units earned."

145. Pursuant to Labor Code section 1174.5, "[a]ny person employing labor who willfully fails to maintain the records required by subdivision (c) of [Labor Code] Section 1174 or accurate and complete records required by subdivision (d) of [Labor Code] Section 1174, or to allow any member of the commission or employees of the division to inspect records pursuant to subdivision (b) of [Labor Code]

Section 1174, shall be subject to a civil penalty of five hundred dollars ($500).

146. Plaintiffs are informed and believe and based thereon allege that Defendants have willfully failed to maintain the records required by Labor Code subdivision (c), failed to maintain accurate and complete records required by Labor Code subdivision (d), and/or failed to allow inspection of records as required by Labor Code subdivision (b).

147. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1174.5, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount of five hundred dollars ($500) per violation per Aggrieved Employee.

THIRTEENTH CAUSE OF ACTION

(Violation of Labor Code § 1197.1 – Against All Defendants)

148. Plaintiffs re-allege each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

149. Pursuant to Labor Code section 1197.1, subdivision (a): "Any employer or other person acting either individually or as an officer, agent, or employee of another person, who pays or causes to be paid to any employee a wage less than the minimum fixed by an applicable state or local law, or by an order of the commission shall be subject to a civil penalty, restitution of wages, liquidated damages payable to the employee, and any applicable penalties imposed pursuant to Section 203 as follows:

(1) For any initial violation that is intentionally committed, one hundred dollars ($100) for each underpaid employee for each pay period for which the employee is underpaid. This amount shall be in addition to an amount sufficient to recover underpaid wages, liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(2) For each subsequent violation for the same specific offense, two hundred fifty dollars ($250) for each underpaid employee for each pay period for which the employee is underpaid regardless of whether the initial violation is intentionally committed. This amount shall be in addition to an amount sufficient to recover underpaid wages,

liquidated damages pursuant to Section 1194.2, and any applicable penalties imposed pursuant to Section 203.

(3) Wages, liquidated damages, and any applicable penalties imposed pursuant to Section 203, recovered pursuant to this section shall be paid to the affected employee."

150. Plaintiffs are informed and believe and based thereon allege that Defendants caused Plaintiffs and Aggrieved Employees not to be paid minimum wages as a result of Defendants, without limitation, routinely failing to pay Plaintiffs or other Aggrieved Employees' wages for all hours worked or otherwise under Defendants' control due to, without limitation, routinely failing to accurately track and/or pay for all hours actually worked; detrimental rounding or manipulation of time entries; paying straight pay instead of overtime or otherwise failing to pay overtime hours at the proper overtime rate of pay; engaging, suffering, or permitting employees to work off the clock.

151. As a direct and proximate result of the herein-described Labor Code violations, pursuant to Labor Code section 1197.1, Plaintiffs and other Aggrieved Employees are entitled to recover civil penalties for Defendants' herein-described Labor Code violations in the amount one hundred dollars ($100) for each Aggrieved Employee per pay period for the initial violation, and two hundred and fifty dollars ($250) for each Aggrieved Employee per pay period for each subsequent violation.

FOURTEENTH CAUSE OF ACTION

(Civil Penalties Under Labor Code § 2699 – Against All Defendants)

152. Plaintiffs reallege each and every allegation set forth in the preceding paragraphs and incorporate each by reference as though fully set forth hereat.

153. Pursuant to Labor Code section 2699, subdivision (a), notwithstanding any other provision of law, any provision of the Labor Code that provides for a civil penalty to be assessed and collected by the LWDA or any of its departments, divisions, commissions, boards, agencies or employees for a violation of the Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to the procedures specified in Labor Code section 2699.3.

154. Pursuant to Labor Code section 2699, subdivision (f), for all provisions of the Labor Code except those for which a civil penalty is specifically provided, the established civil penalty for a violation of those provisions is as follows: if, at the time of the alleged violation, the person employs one or more employees, the civil penalty is one hundred dollars ($100) for each aggrieved employee per pay period for the initial violation and two hundred dollars ($200) for each aggrieved employee per pay period for each subsequent violation.

155. Furthermore, Defendants have violated or caused to be violated Labor Code Sections 1198 and 221. Defendants had and have a practice or policy of illegally and improperly deducting wages from aggrieved employees' paychecks for housing in an amount exceeding the allowable limit by all applicable wage orders. Defendants would automatically and directly deduct such wages from employee paycheck's for the payment of housing provided by Defendants. Not only does such deduction of wages from employee paychecks violate Labor Code Section 221, but the amount deducted from employee paychecks greatly exceeds the amount allowable by all applicable wage orders. As such, Plaintiffs are informed and believe and based thereon allege that Defendants violated, without limitation, Labor Code Sections 221 and 1198 entitling Employees and other aggrieved employees to damages. Employer would also be liable for civil penalties pursuant to Labor Code Section 2699.

156. Additionally, Plaintiffs are informed and believe and based thereon allege that Defendants maintain policies or practices of failing to permit Plaintiffs and other aggrieved employees from taking cooldown rest periods in the shade as required under California Code of Regulations, Title 8, Section 3395. As a result, Employer would be liable for civil penalties under Labor Code sections 558 and 2699.

157. Plaintiffs are informed and believe and based thereon allege that Defendants, and each of them, violated the Labor Code sections described herein, including, without limitation, for the failure to: pay overtime wages and minimum wages; provide meal and rest periods or compensation in lieu thereof; provide accurate, itemized wage statements; pay timely wages during employment and after employment separation; provide employees the opportunity to inspect employment records; reimburse Aggrieved Employees for costs incurred in furtherance of their work duties; provide notice as required under Labor Code section 2810.5; provide the proper accrual and use of paid sick leave; paying employees all owed

paid time off and vacation time owed by separation at the proper rate of pay; and placing restraints on competition, whistleblowing and freedom of speech, entitling Plaintiffs and other Aggrieved Employees to civil penalties for each of these Labor Code violations in the amounts set forth in Labor Code section 2699, subdivision (f).

158. Moreover, Plaintiffs and other Aggrieved Employees within the State of California whom he seek to represent are entitled to an award of reasonable attorneys' fees and costs in connection with their herein-described claims for civil penalties.

DEMAND FOR JURY TRIAL

159. Plaintiffs demand a trial by jury on all causes of action contained herein.

PRAYER

WHEREFORE, on behalf of Plaintiffs and Class Members, Plaintiffs pray for judgment against Defendants as follows:

A. An order certifying this case as a Class Action;

B. An Order appointing Plaintiffs as Class Representatives and appointing Plaintiffs' counsel as Class Counsel;

C. Damages for all wages earned and owed, including minimum. overtime wages under Labor Code sections 510, 1194, 1197 and 1199;

D. Liquidated damages pursuant to Labor Code section 1194.2;

E. Damages for unpaid premium wages from missed meal and rest periods under, among other Labor Code sections, 512 and 226.7;

F. Penalties for inaccurate wage statements under Labor Code section 226, subdivision (e);

G. Waiting time penalties under Labor Code section 203;

H. Damages under Labor Code section 2802;

I. Preliminary and permanent injunctions prohibiting Defendants from further violating the California Labor Code and requiring the establishment of appropriate and effective means to prevent future violations;

J. Restitution of wages and benefits due which were acquired by means of any unfair business practice, according to proof;

K. An award of civil penalties pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699;

L. Prejudgment and post-judgment interest at the maximum rate allowed by law;

M. For attorneys' fees in prosecuting this action;

N. For costs of suit incurred herein; and

O. For such other and further relief as the Court deems just and proper.

Dated: October 8, 2026

BIBIYAN LAW GROUP, P.C.

BY: */s/* Vedang Patel
VEDANG PATEL

Attorneys for Plaintiffs RAMON HUERTA, ANTONIO DIAZ, FELICIANO BERNABE BARRIOS, and NORBERTO HUERTA-MARTINEZ on behalf of themselves and all others similarly situated and aggrieved

BLACKSTONE LAW, APC

Dated: October 8, 2026

BY: /s/ Jasmine Y. Kianfard
JASMINE Y. KIANFARD

Attorneys for Plaintiffs RAMON HUERTA, ANTONIO DIAZ, FELICIANO BERNABE BARRIOS, and NORBERTO HUERTA-MARTINEZ on behalf of themselves and all others similarly situated and aggrieved

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF FRESNO

I, Ana Turcios, certify and declare as follows:

I am over eighteen years of age and not a party to the within action; my business address is 8383 Wilshire Blvd, Suite 745, Beverly Hills, California 90211. On October 8, 2026, I served a copy of the following document(s):

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

On the interested parties as follows:

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☒ **BY ELECTRONIC MAIL (E-MAIL):** I caused said document(s) to be delivered electronically to be delivered to the above referenced addressee(s) via email from email address *aturcios@blackstonepc.com* pursuant to California Code of Civil Procedure section 1010.6(e)(1). I did not receive any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency
Web URL:
http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html

☒ **BY ONLINE SUBMISSION:** The above-referenced documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(I). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

☒ **STATE:** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 8, 2026 at Beverly Hills, California.

/s/ Ana Turcios
Ana Turcios