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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KINGS**

MARIA RUIZ QUINTEROS, as an individual,
and on behalf of all others similarly situated,

Plaintiff,

v.

LION RAISINS, INC., a California
corporation; LION FARMS, LLC, a California
limited liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21C-0214

Amended As a Matter of Right Pursuant to
Labor Code Section 2699.3(a)(2)(C)

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

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);
- (2) **FAILURE TO PAY ALL**
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7 AND 512);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7 AND 516);
- (5) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (6) **WAGE STATEMENT VIOLATIONS**
(LABOR CODE § 226, *et seq.*);
- (7) **UNFAIR COMPETITION (BUS &**
PROF CODE § 17200, *et seq.*);
- (8) **FAILURE TO REIMBURSE FOR**
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND
- (9) **CIVIL PENALTIES UNDER THE**
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Maria Ruiz Quinteros (hereinafter "Plaintiff"), on behalf of herself and all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 ("Complaint") against Lion Raisins, Inc., a California corporation, Lion Farms, LLC, a California
4 limited liability company, and DOES 1 to 100, inclusive (collectively "Defendants"), and on
5 information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff, on behalf of herself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200 *et. seq.*, Labor Code §§ 201-203, 204, 226 *et. Seq.*, 226.7, 510, 512, 516, 558,
10 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, and 2802, and Industrial Welfare Commission
11 Wage Order 14 ("Wage Order 14"), in addition to seeking declaratory relief and restitution. This
12 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
13 jurisdiction over Defendants' violations of the California Labor Code because the amount in
14 controversy exceeds this Court's jurisdictional minimum.

15 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is a California resident. During the four years immediately preceding
24 the filing of the Complaint in this action and within the statute of limitations periods applicable
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
26 employee. Plaintiff was and is a victim of Defendants' policies and/or practices complained of
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
28 §§ 201-203, 204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698

1 *et seq.*, and 2802, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition
2 Law”), and Wage Order 14, which sets employment standards for the agricultural industries.

3 4. Plaintiff is informed and believes, and based thereon allege, that during the four
4 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
5 continue to do) business by harvesting agricultural commodities in California and the United
6 States, employed Plaintiff within Kings County and the state of California and, therefore, were
7 (and are) doing business in Kings County and the State of California.

8 5. Plaintiff 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, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
12 and believe, and based thereon allege, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the
15 unlawful employment practices, wrongs, injuries and damages complained of herein.

16 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
17 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

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

1 all members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Plaintiff began her employment with Defendants around May 2008 and worked
4 for Defendants until she separated her employment with Defendants on or around August 19,
5 2020.

6 10. Plaintiff generally worked Monday through Saturday with a schedule that varied
7 depending on the season. During the Fall and Summer seasons, Plaintiff generally worked from
8 5:30 a.m. until 3:00 p.m. Monday through Friday, and from 3:30 a.m. until 11:00 a.m. on
9 Saturdays. During the Spring and Winter seasons, Plaintiff would generally work from 7:00 a.m.
10 until 4:30 p.m. Monday through Friday, and 7:00 a.m. until 12:30 a.m. on Saturdays. However,
11 as discussed below, Plaintiff worked considerably more hours than she was credited for on the
12 timesheets prepared by her supervisors. Plaintiff was paid at a rate of \$15.10 per hour at the time
13 of her separation with Defendants.

14 11. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
15 other aggrieved employees were not paid for all hours worked. Furthermore, Plaintiff and other
16 aggrieved employees routinely worked overtime hours, based on the requirements of Wage Order
17 14, per workweek but did not receive overtime compensation equal to one and one-half times her
18 regular rate of pay for all overtime hours worked. For example, Plaintiff and other aggrieved
19 employees would be required to arrive at the worksite to perform at least thirty minutes of pre-
20 shift work off-the-clock on a daily basis. This unpaid pre-shift work included, but was not limited
21 to, preparing a list of tasks to be completed for the day and making sure that all employees in her
22 crew signed in on the timesheets. Additionally, Plaintiff and other aggrieved employees were
23 made to perform post-shift work off-the-clock on a daily basis. For example, Plaintiff would be
24 made to complete necessary paperwork documenting the day's events, take notes, and complete
25 other necessary post-shift paperwork after she clocked out for the day. Plaintiff estimates that
26 she was made to work between thirty minutes to an hour of unpaid post-shift work at the behest
27 of Defendants each day that she worked. Defendants also failed to provide "Reporting Time Pay"
28 to Plaintiff and other aggrieved employees on those occasions where they was required to report

1 to Defendants' worksite but was not able to perform work due to weather conditions. Despite
2 maintaining a policy that required its employees to report to the worksite every day regardless of
3 weather conditions, Defendants failed to provide any sort of compensation to Plaintiff and the
4 other aggrieved employees on those occasions where they reported to the worksite but was unable
5 to perform any work in violation of the "Reporting Time Pay" requirements as set forth in Wage
6 Order 14 § 5. Defendants maintained a strict policy/practice that employees were only to be
7 compensated if they were actually on the field working and did not provide any compensation for
8 those hours and/or entire days where they were required to report to the job site but unable to
9 perform work due to weather conditions. Consequently, due Defendants' unlawful timekeeping
10 and payment policies and practices that failed to compensate for all hours worked, Plaintiff and
11 other aggrieved employees have been deprived of all required minimum and overtime wages
12 earned.

13 12. In addition, Plaintiff and other aggrieved employees were not provided all legally
14 compliant meal periods due to Defendants' meal period policies and practices which fail to
15 provide a timely duty-free first meal period (i.e. a first meal period commencing before the end
16 of the fifth hour of work). For example, despite Plaintiff and other aggrieved employees being
17 required to arrive at the job site at 5:00 a.m. to perform pre-shift duties, they were not released
18 for their meal periods until 11:00 a.m., well past the fifth hour worked as mandated by the Labor
19 Code. Furthermore, even on those occasions where Plaintiff and other aggrieved employees did
20 receive meal periods, they were almost always interrupted. Plaintiff's supervisors would
21 constantly bombard them with work related questions, ask them to perform various tasks, or
22 attend to crew members while they was exercising the use of their meal periods. Additionally,
23 Plaintiff and the other aggrieved employees were not allowed to leave the facility during their
24 meal periods, further resulting in Defendants' failure to provide duty-free meal periods. Plaintiff
25 estimates that she was not ever able to exercise a timely full duty-free meal period of thirty
26 minutes on her shifts at all during her almost 11 years of employment with Defendants. Plaintiff's
27 missed, late, and on-duty meal periods were a direct result of Defendants' policy/practice. In
28 addition, on those occasions when Plaintiff and the other aggrieved employees were not provided

1 with all legally compliant meal periods to which they were entitled, Defendants failed to
2 compensate them with the required meal period premiums for each workday in which they
3 experienced a meal period violation, as mandated by Labor Code § 226.7.

4 13. Defendants have also failed to authorize and permit Plaintiff and other aggrieved
5 employees to take all statutorily mandated rest periods. For example, while Defendants scheduled
6 Plaintiff and its other non-exempt employees to take rest periods at 8:00 a.m. and 1:00 a.m. each
7 shift, in reality Plaintiff and the other employees would made to work through their rest periods
8 to meet the intense workloads imposed on them by Defendants. Due to the overwhelming
9 workload, company culture, and lack of staff to cover for her, Plaintiff and the other aggrieved
10 employees were generally not permitted the exercise any compliant duty-free rest periods.
11 Defendants' policy/practice prohibited Plaintiff and other aggrieved employees from leaving
12 Defendants' facilities during their rest periods, and therefore, failed to authorize and permit
13 Plaintiff to take duty-free paid rest periods for every four-hour period worked, or major fraction
14 thereof. Further, Plaintiff's supervisors would reprimand her and other forepersons if the
15 timecards did not falsely reflect that the employees exercised the use of their rest period even
16 though Defendants either knew or should have known that they were not being exercised. Further,
17 upon information and belief during at least a portion of the relevant time period, Defendants
18 maintained no payroll code or other mechanism for the payment of rest period premium payments
19 under Labor Code § 226.7 in the event that a legally compliant rest period was not authorized or
20 permitted to Plaintiff and the other non-exempt employees.

21 14. Defendants failed to adequately reimburse Plaintiff and other aggrieved employees
22 for all reasonable and necessary work expenditures and required Plaintiff and other aggrieved
23 employees to purchase their own tools including, but not limited to, scissors and gloves.
24 Moreover, Plaintiff was required to use her personal cellular phone for work purposes, including
25 communicating with supervisors, and was not reimbursed for the mileage expense when she had
26 to drive to two or more fields, in her personal vehicle, during the same shift.

27 15. As a result of Defendants' failure to pay all minimum and overtime wages, and
28 meal and rest period premium wages, Defendants maintained inaccurate payroll records, and

1 issued inaccurate and deficient wage statements.

2 16. As a further result of Defendants' failure to pay all minimum and overtime wages,
3 and meal and rest period premium wages, Defendants failed to pay all wages owed to Plaintiff
4 and the other aggrieved employees upon their separation of employment from Defendants.

5 17. Furthermore, upon information and belief, Defendants have failed to accurately
6 record and compensate its aggrieved employees who are compensated on a piece-rate basis for
7 non-productive time and failed to properly compensate its piece-rate employees for all required
8 paid rest and recovery time. *See Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th
9 36 (holding that a piece-rate compensation structure that does not separately compensate
10 employees for non-productive time violates California minimum wage laws). Upon information
11 and belief, Defendants' aggrieved employees working on a piece-rate basis were required to
12 perform work duties and activities that were not directly compensated on a piece-rate basis such
13 as for bathroom and water breaks, waiting in lines, waiting for weather conditions to permit the
14 commencement of work, and/or other mandatory duties that were not directly compensated on a
15 piece-rate basis. Accordingly, Plaintiff alleges that Defendants have not accurately tracked and
16 compensated employees' non-productive time in compliance with Labor Code § 226.2. While
17 Plaintiff was paid on an hourly basis, pursuant to *Huff v. Securitas Security Services*, (2018) 23
18 Cal.App.5th 745, 751, an employee who brings a representative action and was affected by at
19 least one of the violations alleged in the complaint has standing to pursue penalties on behalf of
20 the State not only for that violation, but for violations affecting other employees as well.
21 Accordingly, Plaintiff has standing to pursue penalties on behalf of the State for violations
22 affecting all aggrieved employees of Defendants, regardless of whether they were paid on an
23 hourly basis, piece-rate basis, and/or both.
24

25 CLASS ACTION ALLEGATIONS

26 18. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
27 following Classes pursuant to § 382 of the Code of Civil Procedure:
28

- 1 a. The Minimum Wage Class consists of all current and former non-exempt
2 employees of Defendants in California who were subject to Defendants'
3 timekeeping systems and/or practices, during the four years immediately
4 preceding the filing of this lawsuit through the present.
- 5 b. The Overtime Wage Class consists of all current and former non-exempt
6 employees of Defendants in California who worked overtime hours (based on
7 criteria set forth in Wage Order 14) during the four years immediately preceding
8 the filing of this lawsuit through the present.
- 9 c. The Meal Period Class consists of all current and former non-exempt employees
10 of Defendants in California in California who: (i) worked at least one shift in
11 excess of 5.0 hours without a meal period of at least 30 minutes in duration
12 commencing prior to the conclusion of the fifth hour of work, and who do not have
13 a corresponding meal period premium payment made for such shifts during the
14 four years preceding the filing of this lawsuit through the present.
- 15 d. The Rest Period Class consists of all Defendants' current and former non-exempt
16 employees in California who worked at least one shift of 3.5 hours or more, during
17 the four years immediately preceding the filing of the Complaint through the
18 present;
- 19 e. The Employee Expense Class consists of all of Defendants in California who were
20 not i) not reimbursed for the purchase and maintenance of tools necessary for the
21 performance of their job duties; and/or ii) not reimbursed for gas & mileage
22 expenses incurred during the performance of their job duties; and/or iii) not
23 reimbursed for expenses associated with the use of their personal cellular phones
24 in the performance of their job duties, during the four years immediately preceding
25 the filing of this lawsuit to the present
- 26 f. The Wage Statement Class consists of all members of the Minimum Wage Class,
27 Overtime Class, Rest Period Class, and/or Meal Period Class who received a wage
28

statement from Defendants during the one year immediately preceding the filing of this lawsuit through the present.

- g. The Waiting Time Class consists of all Defendants formerly employed members of the Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class who separated from employment during the three years immediately preceding the filing of this lawsuit through the present.

19. **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 is unknown to Plaintiff 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.

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

- i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194, 1194.2, and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and Wage Order 14 by requiring members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;
- iv. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- v. Whether Defendants failed to reimburse members of the Employee Expense Class

- 1 for business expenditures necessarily incurred in the performance of their duties;
- 2 vi. Whether Defendants provided accurate, itemized wage statements to members of
- 3 the Classes; and
- 4 vii. Whether Defendants' policies and/or practices for the timing and amount of
- 5 payment of final wages to members of the Waiting Time Class at the time of
- 6 separation from employment were lawful.

7 21. **Predominance of Common Questions:** Common questions of law and fact

8 predominate over questions that affect only individual members of the Classes. The common

9 questions of law set forth above are numerous and substantial and stem from Defendants' policies

10 and/or practices applicable to each individual class member, such as Defendants' uniform

11 timekeeping policies and practices, meal period policies and practices, non-reimbursement

12 policies and practices, wage statement policies and practices, and the policies and practices

13 regarding the timely payment of final wages. As such, the common questions predominate over

14 individual questions concerning each individual class member's showing as to his or her

15 eligibility for recovery or as to the amount of his or her damages.

16

17 22. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because

18 Plaintiff was employed by Defendants as a non-exempt employee in California during the

19 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged

20 herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal period and

21 timekeeping policies and practices, was subjected to Defendants' unlawful failure to reimburse

22 business expenses, was provided inaccurate wage statements, and was not paid all wages earned

23 at the time of his separation of employment.

24 23. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps

25 to represent fairly and adequately the interests of the members of the Classes. Moreover,

26 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of

27 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-

28 and-hour class actions in state and federal courts in the past and are committed to vigorously

1 prosecuting this action on behalf of the members of the Classes.

2 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
3 an important public interest in establishing minimum working conditions and standards in
4 California. These laws and labor standards protect the average working employee from
5 exploitation by employers who have the responsibility to follow the laws and who may seek to
6 take advantage of superior economic and bargaining power in setting onerous terms and
7 conditions of employment. The nature of this action and the format of laws available to Plaintiff
8 and members of the Classes make the class action format a particularly efficient and appropriate
9 procedure to redress the violations alleged herein. If each employee were required to file an
10 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
11 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
12 their vastly superior financial and legal resources. Moreover, requiring each member of the
13 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
14 employees who would be disinclined to file an action against their former and/or current employer
15 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
16 employment. Further, the prosecution of separate actions by the individual class members, even
17 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
18 with respect to the individual class members against Defendants herein; and which would
19 establish potentially incompatible standards of conduct for Defendants; and/or legal
20 determinations with respect to individual class members which would, as a practical matter, be
21 dispositive of the interest of the other class members not parties to adjudications or which would
22 substantially impair or impede the ability of the class members to protect their interests. Further,
23 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
24 individual prosecution considering all of the concomitant costs and expenses attending thereto.
25 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
26 Civil Procedure.
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1 prosecuting this action on behalf of the members of the Classes.

2 24. **Superiority:** The California Labor Code is broadly remedial in nature and serves
3 an important public interest in establishing minimum working conditions and standards in
4 California. These laws and labor standards protect the average working employee from
5 exploitation by employers who have the responsibility to follow the laws and who may seek to
6 take advantage of superior economic and bargaining power in setting onerous terms and
7 conditions of employment. The nature of this action and the format of laws available to Plaintiff
8 and members of the Classes make the class action format a particularly efficient and appropriate
9 procedure to redress the violations alleged herein. If each employee were required to file an
10 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
11 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
12 their vastly superior financial and legal resources. Moreover, requiring each member of the
13 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
14 employees who would be disinclined to file an action against their former and/or current employer
15 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
16 employment. Further, the prosecution of separate actions by the individual class members, even
17 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
18 with respect to the individual class members against Defendants herein; and which would
19 establish potentially incompatible standards of conduct for Defendants; and/or legal
20 determinations with respect to individual class members which would, as a practical matter, be
21 dispositive of the interest of the other class members not parties to adjudications or which would
22 substantially impair or impede the ability of the class members to protect their interests. Further,
23 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
24 individual prosecution considering all of the concomitant costs and expenses attending thereto.
25 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
26 Civil Procedure.
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FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

25. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

26. Wage Order 14, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees 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 herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours she was subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 14.

27. 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 balance of the unpaid wages as well as liquidated damages in an amount equal to the wages due and interest thereon.

28. Wage Order 14 § 5 (A) requires that "Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two hours nor more than four hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." By requiring Plaintiff and the Minimum Wage Class to routinely report to the worksite on days that weather conditions did not permit for the commencement of work, and not paying Plaintiff Reporting Time Pay as mandated by Wage Order 14 § 5 (A), Defendants have failed to pay Plaintiff and the Minimum Wage Class all minimum wages.

1 29. As a direct and proximate result of Defendants' unlawful conduct as alleged
2 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
3 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
4 entitled to recover economic and statutory damages and penalties and other appropriate relief as
5 a result of Defendants' violations of the California Labor Code and Wage Order 14.

6 30. Defendants' practice and uniform administration of corporate policy regarding
7 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
8 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
9 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
10 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
11 Procedure § 1021.5.

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY ALL OVERTIME WAGES**

14 **(AGAINST ALL DEFENDANTS)**

15 31. Plaintiff re-allege and incorporates by reference all previous paragraphs.

16 32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
17 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
18 overtime hours worked, and provide a private right of action for the failure to pay all overtime
19 compensation for overtime work performed.

20 33. At all times relevant herein, Defendants were required to properly compensate
21 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
22 Labor Code § 1194 and Wage Order 14. Wage Order 14, § 3 requires an employer to pay overtime
23 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
24 in the Wage Order.

25 34. Wage Order 14 § 5 (A) requires that "Each workday an employee is required to
26 report for work and does report, but is not put to work or is furnished less than half said
27 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
28 scheduled day's work, but in no event for less than two hours nor more than four hours, at the

1 employee's regular rate of pay, which shall not be less than the minimum wage." By requiring
2 Plaintiff and the Overtime Class to routinely report to the worksite on days that weather conditions
3 did not permit for the commencement of work, and not paying Plaintiff Reporting Time Pay as
4 mandated by Wage Order 14 § 5 (A), Defendants have failed to pay Plaintiff and the Overtime
5 Class all overtime wages.

6 35. The foregoing policies and practices are unlawful and create entitlement to
7 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
8 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
9 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 14, and
10 Code of Civil Procedure § 1021.5.

11 **THIRD CAUSE OF ACTION**
12 **MEAL PERIOD VIOLATIONS**
13 **(AGAINST ALL DEFENDANTS)**

14 36. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

15 37. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
16 in their affirmative obligation to provide all of their non-exempt employees in California,
17 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods
18 in accordance with the mandates of the California Labor Code and Wage Order 14, § 11. Despite
19 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
20 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§
21 204, 210, 226.7, and 512.

22 38. As a result, Defendants are responsible for paying premium compensation for meal
23 period violations including interest thereon, as well as statutory penalties, civil penalties, and
24 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 14, and Civil Code §§
25 3287(b) and 3289.

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FOURTH CAUSE OF ACTION
REST PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

39. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

40. Wage Order 14, § 12 and California Labor Code §§ 226.7 and 516 establish the right of employees to be provided with a duty-free rest period of at least ten (10) minutes for each four (4) hour period worked or major fraction thereof.

41. Due to their unlawful rest period policies and/or practices, Defendants did not authorize and permit Plaintiff and the Rest Period Class to take all duty-free rest periods to which they were legally entitled. Despite Defendants' violations, Defendants have not paid an additional hour of pay to Plaintiff and the Rest Period Class at their respective regular rate of pay for each violation in accordance with California Labor Code § 226.7.

42. The foregoing violations create an entitlement to recovery by Plaintiff and the Rest Period Class in a civil action for the unpaid amount of rest period premiums owing, including interest thereon, statutory penalties, and costs of suit pursuant to Wage Order 14, California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

43. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

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

45. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, unpaid

1 and/or underpaid overtime and minimum wages owed, and meal and rest period premium wages.
2 Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform
3 policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all
4 earned wages at the end of employment in a timely manner pursuant to the requirements of Labor
5 Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of
6 Labor Code § 203.

7 46. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their
8 earned wages upon separation from employment results in a continued payment of wages up to
9 thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time
10 Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees
11 and costs of suit.

12 **SIXTH CAUSE OF ACTION**
13 **WAGE STATEMENT VIOLATIONS**
14 **(AGAINST ALL DEFENDANTS)**

15 47. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

16 48. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
18 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
19 number of hours worked, meal period premiums, and rest period premiums in violation of Labor
20 Code § 226 *et seq.*

21 49. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with
22 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
23 among other things, the non-payment of all minimum wages, overtime wages, meal and rest
24 period premium wages, and deprived them of the information necessary to identify the
25 discrepancies in Defendants' reported data.

26 50. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage
27 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226
28

1 *et seq.*, including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
2 according to California Labor Code § 226 *et seq.*

3 **SEVENTH CAUSE OF ACTION**

4 **UNFAIR COMPETITION**

5 **(AGAINST ALL DEFENDANTS)**

6 51. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

7 52. Defendants have engaged and continue to engage in unfair and/or unlawful
8 business practices in California in violation of California Business and Professions Code § 17200
9 *et seq.*, by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all
10 required meal periods and authorize and permit all rest periods, or pay premium payments in lieu
11 thereof, failing to furnish accurate, itemized wage statements, failing to reimburse for necessary
12 business expenses, and willfully failing to timely pay Plaintiff and members of the Waiting Time
13 class all final wages due upon separation of employment.

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

19 54. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
20 herein, Plaintiff for herself and on behalf of the members of the Classes, seek full restitution of
21 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
22 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

23 55. The acts complained of herein occurred within the last four years immediately
24 preceding the filing of the Complaint in this action.

25 56. Plaintiff is compelled to retain the services of counsel to file this court action to
26 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
27 of Defendants' current non-exempt employees, and to enforce important rights affecting the
28 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,

1 which she is entitled to recover under Code of Civil Procedure § 1021.5.

2 **EIGHTH CAUSE OF ACTION**

3 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

4 **(AGAINST ALL DEFENDANTS)**

5 57. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

6 58. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
7 states that “an employer shall indemnify his or her employees for all necessary expenditures or
8 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
9 his or her obedience to the directions of the employer...”

10 59. Due to Defendants’ unlawful policy and practice of requiring employees to
11 purchase their own scissors and gloves in the performance of their job duties in addition to
12 requiring them to utilize their own personal vehicles and cellular phones for business purposes at
13 their own expense, Defendants have violated Labor Code § 2802.

14 60. Plaintiff and the members of the Employee Expense Class are entitled to attorneys’
15 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

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

20 **NINTH CAUSE OF ACTION**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 **(AGAINST ALL DEFENDANTS)**

23 62. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

24 63. Defendants have committed several Labor Code violations against Plaintiff,
25 members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee”
26 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of herself and other aggrieved
27 employees, brings this representative action against Defendants to recover the civil penalties due
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1 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
2 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
3 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
4 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
5 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
6 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
7 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
8 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
9 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
10 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
11 subsequent violation per employee per pay period for those violations of the Labor Code for which
12 no civil penalty is specifically provided, based on the following Labor Code:

- 13 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
14 Wage Class, and other aggrieved employees in violation of Labor Code §§
15 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 16 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
17 earned overtime compensation in violation of Labor Code §§ 204, 510, 558,
18 1194, and 1198;
- 19 c. Failing to provide all legally required meal periods, and failure to pay meal
20 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
21 employees at the regular rate of compensation in violation of Labor Code §§
22 226.7, 512, 558, and 1198;
- 23 d. Failing to authorize and permit all legally required rest periods, and failure to
24 pay rest period premium wages, to Plaintiff, the Rest Period Class, and other
25 aggrieved employees at the regular rate of compensation in violation of Labor
26 Code §§ 226.7, 516, 558, and 1198;
- 27 e. Failing to reimburse Plaintiff, the Employee Expense Class, and other
28

1 aggrieved employees for all necessary work expenses incurred in violation of
2 Labor Code §§ 2802 and 2804;

3 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
4 employees with complete, accurate, itemized wage statements in violation of
5 Labor Code § 226;

6 g. Failing to timely pay all final wages and compensation earned by Plaintiff, the
7 Waiting Time Class, and other aggrieved employees at the time of separation
8 in violation of Labor Code §§ 201, 202, and 203;

9 h. Failing to pay Plaintiff and other non-exempt employees all earned wages at
10 least twice during each calendar month in violation of Labor Code § 204; and

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

13 64. On July 14, 2021, Plaintiff notified Defendants via certified mail, and notified the
14 California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants'
15 violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties
16 under California Labor Code § 2698 et seq. with respect to violations of the California Labor
17 Code identified in Paragraph 63 (a)-(i). Now that sixty-five days have passed from Plaintiff's
18 notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice
19 that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements
20 for bringing a claim under the Private Attorneys General Act with respect to these violations.

21 65. Plaintiff was compelled to retain the services of counsel to file this court action to
22 protect her interests and the interests of other similarly aggrieved employees, and to assess and
23 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and
24 costs, which she is entitled to receive under California Labor Code § 2699(g).

25 **PRAYER**

26 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
27 this suit brought against Defendants, as follows:
28

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and Wage Order 14 § 5(A);
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 14 § 5(A);
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 226., 516, and 558;
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
10. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;
11. Upon the Eighth Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code § 2802;
12. Upon the Ninth Cause of Action, (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

1 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
2 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
3 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
4 each initial violation and \$200 for each subsequent violation per employee per pay period for the
5 violations of the Labor Code Sections cited in Labor Code § 2699.5.;

6 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor
7 Code § 218.6 and Civil Code §§ 3287 and 3289;

8 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
9 §226, and Code of Civil Procedure § 1021.5; and

10 15. For such other and further relief the Court may deem just and proper.
11

12
13 Dated: September 20, 2021

Respectfully submitted,
STANSBURY BROWN LAW

14
15 By: 

Daniel J. Brown
Ethan C. Surls
Attorneys for Plaintiff

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17
18 **DEMAND FOR JURY TRIAL**

19 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

20
21 Dated: September 20, 2021

Respectfully submitted,
STANSBURY BROWN LAW

22
23 By: 

Daniel J. Brown
Ethan C. Surls
Attorneys for Plaintiff

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES) ss.

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 1/2 Abbot Kinney Blvd. Venice, CA 90212

On September 20, 2021, I served the document listed below on the parties in this action as follows:

- FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

- ☒ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.
- ☐ (BY HAND DELIVERY) I delivered to an authorized courier or driver authorized by _____ to receive documents to be delivered on the same date.
- ☐ (BY FEDERAL EXPRESS) I am readily familiar with the practice of collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- ☐ (BY EMAIL) In accordance with California Code of Civil Procedure Section 1010.6 in compliance with the Judicial Council's Appendix I, Emergency Rules Related to Covid-19, Emergency Rule 12, I caused to be transmitted the document(s) described herein via the email address(s) listed on the attached service list.
- ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 20, 2021, at Redondo Beach, California.



Ethan C. Surls

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SERVICE LIST

Lion Raisins, Inc.
c/o Alfred Lion
9500 S. De Wolf Ave.
Selma, CA 93662

Agent for Service of Process for Defendant Lion Raisins, Inc.

Lion Farms, LLC
c/o Alfred Lion, Jr.
9500 S. De Wolf Ave.
Selma, CA 93662

Agent for Service of Process for Defendant Lion Farms, LLC