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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF MADERA

CLAUDIO VALDEZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

LABOR FORCE MANAGEMENT, INC., a
California corporation; FOWLER PACKING
COMPANY, INC., a California corporation;
and DOES 1 through 100,

Defendants.

Case No.: MCV086790

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

BY FAX

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

- (1) **MINIMUM WAGE VIOLATIONS**
(LABOR CODE §§ 1182.12, 1194,
1194.2, AND 1197);
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 551, 552, 558,
1194, AND 1198);**
- (3) **MEAL PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 512);
- (4) **REST PERIOD VIOLATIONS**
(LABOR CODE §§ 226.7, 516);
- (5) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);**
- (6) **FAILURE TO PROVIDE
ACCURATE, ITEMIZED WAGE
STATEMENTS (LABOR CODE
§ 226 *et seq.*);**
- (7) **WAITING TIME PENALTIES**
(LABOR CODE §§ 201-203);
- (8) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*; and**
- (9) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Claudio Valdez ("Plaintiff"), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint ("FAC")
3 against Labor Force Management, Inc.; Fowler Packing Company, Inc.; and DOES 1 to 100,
4 inclusive (collectively "Defendants"), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions
8 Code § 17200 *et. seq.*, Labor Code §§ 201-205, 226 *et seq.*, 226.2, 226.7, 510, 512, 516, 551-552,
9 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*; and Industrial Welfare Commission
10 Wage Order 14 ("Wage Order 14"), in addition to seeking declaratory relief and restitution. This
11 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants' violations of the California Labor Code because the amount in
13 controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. During the four years immediately preceding
23 the filing of the Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was, and is, a victim of Defendants' policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-205, 226 *et seq.*, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,
28 2802, 2698 *et seq.*; California Business & Professions Code § 17200 *et seq.* ("Unfair Competition

1 Law”); and Wage Order 14, which sets employment standards for Agricultural Occupations.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
4 continue to do) business by employing seasonal farm labor employees to harvest agricultural
5 commodities in the United States, and employed Plaintiff, and other similarly-situated non-
6 exempt employees, within Madera County and the state of California and, therefore, were (and
7 are) doing business in Madera 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 believes, and based thereon alleges, 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 subject to the unlawful
15 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 of Plaintiff and all

1 members of the Classes.

2 9. Defendants Fowler Packing Company, Inc. are also jointly liable with Defendant
3 Labor Force Management, Inc. for all civil legal responsibility and civil liability for the payment
4 of wages, including all sums payable to an employee or the state of California based upon any
5 failure to pay wages, pursuant to Labor Code §2810.3

6 **GENERAL FACTUAL ALLEGATIONS**

7 10. Defendants are in the agricultural business and employee seasonal farm labor
8 employees to harvest agricultural goods. Plaintiff commenced employment with Defendants as a
9 non-exempt farm labor employee as a general field worker from approximately March of 2020
10 until approximately March 21, 2022 when he sustained a workplace injury on the job. Plaintiff's
11 job duties included picking citrus fruits, and other farm labor tasks. Plaintiff generally worked
12 from 8:00 a.m. until around 6:00 p.m., Monday through Friday, and was paid both hourly and
13 piece rate compensation depending on the nature of the work he was performing. Plaintiff was
14 generally paid piece rate when performing duties such as picking citrus fruits. Defendants have
15 not boarded or lodged Plaintiff during his employment.

16 11. During Plaintiff's employment with Defendants, Plaintiff was paid on a piece-rate
17 basis, whereby he was paid a set piece rate based on the amount of citrus fruit. However,
18 Defendants failed to accurately record the amount of piece rate units Plaintiff and other non-
19 exempt employees earned on those shifts where they were compensated on a piece-rate basis, and
20 instead would credit them with one unit and pay them arbitrary amounts accordingly.
21 Furthermore, Defendants' forepersons falsely recorded the hours worked by Plaintiff and other
22 non-exempt employees who were not permitted to keep track of their own hours worked. Upon
23 information and belief, this policy/practice of the forepersons being in sole possession of the
24 timecards on Plaintiff and other non-exempt employees resulted in the systematic undercounting
25 of their hours actually worked. This practice was a daily occurrence throughout Plaintiff's
26 employment with Defendants. Furthermore, at the end of their shifts, Defendants' forepersons
27 would advise Plaintiff and the other non-exempt employees to stop working and would indicate
28 that their shifts had finished on their timesheets. However, upon information and belief,

1 Defendants' forepersons did not accurately record the end times of the shifts of Plaintiff and other
2 non-exempt employees. At no point during Plaintiff's employment with Defendants were he nor
3 any of the other non-exempt employees made to sign off on or confirm the amount of hours they
4 worked on a given shift. As a result of these unlawful policies/practices, Defendants failed to
5 ensure that Plaintiff and other non-exempt employees were being paid at least the minimum wage
6 for all hours actually worked, and failed to ensure that Plaintiff and other non-exempt employees
7 received proper overtime wages for all overtime hours worked, in compliance with Wage Order
8 14.

9 12. Plaintiff and other non-exempt employees were also not authorized to take all
10 legally required rest periods regardless of whether they were working on a piece-rate or hourly
11 basis. Plaintiff and the other non-exempt employees were not entitled nor advised of their right
12 to exercise the use of legally compliant rest periods and were instructed to work throughout the
13 entirety of their shifts. Furthermore, Defendants did not properly compensate Plaintiff and the
14 other non-exempt employees for paid rest and recovery time, and to the extent that it was
15 compensated, it was not compensated at the correct average hourly rate as a consequence of their
16 systemic policy/practice of underreporting the hours that Plaintiff and the other non-exempt
17 employees actually worked. Despite Defendants' failure to authorize and permit Plaintiff and
18 other non-exempt employees to take all lawful paid rest periods, due to their uniform and unlawful
19 practices, Defendants never provided Plaintiff and other non-exempt employees with an hour of
20 pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon
21 information and belief, during at least a portion of the class period, Defendants maintained no
22 payroll code or another mechanism for the payment of rest period premiums in the event Plaintiff
23 and other non-exempt employees were not authorized to take lawful rest periods.

24 13. Defendants also failed to provide "Reporting Time Pay" to Plaintiff and other non-
25 exempt employees on those occasions where they were required to report to Defendants' worksite
26 but were not able to perform work and/or were furnished with half the usual or scheduled days'
27 work due to weather conditions and/or other factors outside of their control. Specifically, on
28 information and belief, Plaintiff and other non-exempt employees were scheduled to work 8.0 to

1 10 hours per shift and at a minimum of at least 6.0 hours per shift, but because of factors outside
2 of their control, were furnished with less than half of their scheduled days' work. However,
3 despite furnishing Plaintiff and other non-exempt employees with less than half of said
4 employees' scheduled days' work, Defendants failed to pay Plaintiff and other non-exempt
5 employees at least half of their usual or scheduled days' work in violation of the applicable Wage
6 Orders.

7 14. Defendants have failed to accurately record and compensate Plaintiff and other
8 non-exempt employees who are compensated on a piece-rate basis for non-productive time. *See*
9 *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36 (holding that a piece-rate
10 compensation structure that does not separately compensate employees for non-productive time
11 violates California minimum wage laws). Plaintiff and other non-exempt employees were
12 required to perform work duties and activities that were not directly compensated on a piece-rate
13 basis, such as waiting for weather conditions to permit work to commence and/or resume,
14 bathroom and water breaks, and/or other mandatory duties that were not directly compensated on
15 a piece-rate basis. While some of Plaintiff's wage statements do contain a "Non-Productive Time"
16 item, the amount of time recorded under "Non-Productive Time" is grossly unrepresentative of
17 the actual non-productive time that Plaintiff and the other non-exempt employees experienced
18 during their shifts. Rather, as was with its practice with respect to recording piece-rate units, in
19 pay periods in which Defendants did compensation for non-productive time, Defendants would
20 uniformly and arbitrarily pay Plaintiff exactly 0.63 hours of Non-Productive time during those
21 pay periods in which he was entitled to and received such pay. For example, on Plaintiff's wage
22 statement numbered 033391 representing the time period between February 8, 2021 and February
23 14, 2021, Plaintiff was paid exactly 0.63 hours of Non-Productive time two times. Similarly, on
24 Plaintiff's wage statement numbered 034099 representing the time period between February 15,
25 2021 and February 21, 2021, Plaintiff was again paid exactly 0.63 hours of Non-Productive Time
26 three times. This uniformity and lack of variance inherently evidences a failure to properly keep
27 track of Plaintiff's Non-Productive Time hours worked in favor of a policy that provides for
28 exactly 0.63 hours of Non-Productive Time across the board, regardless of the actual amount of

1 Non-Productive Time hours that Plaintiff and other non-exempt employees should have been
2 entitled to. Accordingly, Defendants have not accurately tracked and compensated employees'
3 non-productive time in compliance with Labor Code § 226.2.

4 15. Moreover, Defendants failed to pay the correct amount of rest and recovery time
5 and failed to pay rest and recovery time at the regular rate of pay in compliance with Labor Code
6 § 226.2. For example, on Plaintiff's wage statement identified as 023791 Plaintiff was
7 compensated for rest and recovery time at a rate of \$13.00 per hour, but Plaintiff should have
8 been paid at a rate of at least \$15.18 per hour.

9 16. Defendants also never provided Plaintiff and other non-exempt employees with a
10 full 30-minute first meal period when they worked shifts in excess of 6.0 hours or second meal
11 periods when they worked shifts over 10.0 hours. Instead, Plaintiff and other non-exempt
12 employees would be entitled to at most 10 to 15 minutes of time for meal periods before being
13 instructed to return to work by the Forepersons at the job site. At no point during Plaintiff's
14 employment with Defendants were he nor any of the other non-exempt employees advised of
15 their legal right to exercise the use of full uninterrupted thirty-minute meal periods, rather they
16 were afforded a few minutes to eat any food that they may have brought with them to the work
17 site before quickly returning to work. Furthermore, upon information and belief, Defendants'
18 forepersons did not accurately record the beginning and ending of each meal period on the
19 timecards, if at all. Despite Defendants' failure to provide Plaintiff and other non-exempt
20 employees with all lawful meal periods due to their uniform and unlawful practices, Defendants
21 never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate
22 for each meal period violation as required by Labor Code § 226.7.

23 17. Defendants failed to adequately reimburse Plaintiff for all reasonable and
24 necessary work expenditures, including but not limited to, requiring Plaintiff to purchase and
25 maintain their own pruning shears and sharpeners for the benefit of Defendants without
26 reimbursement.

27 18. As a result of Defendants' failure to accurately compensate Plaintiff and other non-
28 exempt employees for non-productive time, failure to pay all minimum and overtime wages, and

1 failure to provide all required meal periods and authorize all rest periods or pay premium pay in
2 lieu thereof, Defendants have maintained inaccurate payroll records, failed to timely pay all wages
3 owed to separating employees at the time of their separation, and issued inaccurate wage
4 statements. Moreover, as evidenced by Plaintiff's wage statement numbered 034099,
5 Defendants' wage statements are facially deficient as they do not list the full legal complete name
6 of the farm client employer, "Fowler Packing, Inc." and instead only list the name "Fowler
7 Packing." As there are a number of business entities that contain the name "Fowler" and
8 "Packing" this constitutes a wage statement violation as it is not clear what "Fowler" "Packing"
9 entity Plaintiff and other non-exempt employees worked for.

10 CLASS ACTION ALLEGATIONS

11 19. **Class Definitions:** Plaintiff brings this action on behalf of himself and the
12 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 13 a. The Minimum Wage Class consists of all current and former non-exempt
14 employees of Defendant Labor Force Management, Inc. in California who
15 performed work for i) Defendant Fowler Packing Company, Inc; that were
16 compensated on a piece-rate or hourly basis during the four years immediately
17 preceding the filing of this lawsuit through the present.
- 18 b. The Overtime Wage Class consists of all current and former non-exempt
19 employees of Defendant Labor Force Management, Inc. in California who worked
20 overtime hours (based on criteria set forth in Wage Order 14) while performing
21 work for Defendant Fowler Packing Company, Inc, during the four years
22 immediately preceding the filing of this lawsuit through the present.
- 23 c. The Rest Period Class consists of all current and former non-exempt employees of
24 Defendant Labor Force Management, Inc. in California who worked at least one
25 shift in excess of 3.5 hours while performing work for Defendant Fowler Packing
26 Company, Inc; during the four years immediately preceding the filing of this
27 lawsuit through the present.
- 28

1 d. The Meal Period Class consists of all current and former non-exempt employees
2 of Defendant Labor Force Management, Inc. in California who worked at least one
3 shift in excess of 5.0 hours while performing work for Defendant Fowler Packing
4 Company, Inc; without a meal period of at least 30 minutes in duration
5 commencing prior to the conclusion of the fifth hour of work, and who do not have
6 a corresponding meal period premium payment made for such shifts and/or (ii)
7 worked at least one shift in excess of 10.0 hours without a second meal period of
8 at least 30 minutes in duration commencing prior to the conclusion of the tenth
9 hour of work, and who do not have a corresponding meal period premium payment
10 made for such shifts during the four years preceding the filing of this lawsuit
11 through the present.

12 e. The Employee Expense Class consists of all of Defendants' current and former
13 non-exempt employees in California who were not reimbursed for the purchase
14 and maintenance of tools necessary for the performance of their job duties during
15 the four years immediately preceding the filing of this lawsuit to the present.

16 f. The Wage Statement Class consists of all members of the Rest Period Class,
17 Minimum Wage Class, Overtime Class, and/or Meal Period Class who received a
18 wage statement from Defendants during the one year immediately preceding the
19 filing of this lawsuit through the present.

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

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

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

- 5 i. Whether Defendants correctly compensated employees for rest periods pursuant
6 to Labor Code § 226.2;
- 7 ii. Whether Defendants paid all minimum wages owed for all hours worked to
8 members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194,
9 1194.2, and 1197;
- 10 iii. Whether Defendants violated the applicable Labor Code provisions, including, but
11 not limited to, §§ 510 and 1194 and Wage Order 14 by requiring members of the
12 Overtime Wage Class to perform overtime work and not paying for said work in
13 accordance with the overtime laws of the State of California;
- 14 iv. Whether Defendants' timekeeping policies/practices resulted in the failure to
15 properly compensate members of the Minimum Wage Class;
- 16 v. Whether Defendants authorized and permitted legally compliant rest periods to
17 members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 18 vi. Whether Defendants provided all legally compliant meal periods to members of
19 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 20 vii. Whether Defendants failed to reimburse members of the Employee Expense Class
21 for business expenditures necessarily incurred in the performance of their duties;
- 22 viii. Whether Defendants provided accurate, itemized wage statements to members of
23 the Classes; and
- 24 ix. Whether Defendants' policies and/or practices for the timing and amount of
25 payment of final wages to members of the Waiting Time Class at the time of
26 separation from employment were lawful.

27 22. **Predominance of Common Questions:** Common questions of law and fact
28 predominate over questions that affect only individual members of the Classes. The common

1 questions of law set forth above are numerous and substantial and stem from Defendants' policies
2 and/or practices applicable to each individual class member, such as Defendants' uniform piece-
3 rate pay structure, meal and rest period policies and practices, timekeeping policies and practices,
4 non-reimbursement, wage statement, and payment of final wages policies and practices. As such,
5 the common questions predominate over individual questions concerning each individual class
6 member's showing as to his or her eligibility for recovery or as to the amount of his or her
7 damages.

8 23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
9 Plaintiff was employed by Defendants as a non-exempt employee in California during the
10 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
11 herein, Plaintiff, like the members of the Classes, was paid on a piece-rate basis, was subject to
12 Defendants' meal and rest period and timekeeping policies and practices, was subjected to
13 Defendants' unlawful failure to reimburse business expenses, was furnished with inaccurate and
14 incomplete wage statements, and was not paid all wages earned at the time of his separation of
15 employment.

16 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
17 to represent fairly and adequately the interests of the members of the Classes. Moreover,
18 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
19 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
20 and-hour class actions in state and federal courts in the past and are committed to vigorously
21 prosecuting this action on behalf of the members of the Classes.

22 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
23 an important public interest in establishing minimum working conditions and standards in
24 California. These laws and labor standards protect the average working employee from
25 exploitation by employers who have the responsibility to follow the laws and who may seek to
26 take advantage of superior economic and bargaining power in setting onerous terms and
27 conditions of employment. The nature of this action and the format of laws available to Plaintiff
28 and members of the Classes make the class action format a particularly efficient and appropriate

1 procedure to redress the violations alleged herein. If each employee were required to file an
2 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
3 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
4 their vastly superior financial and legal resources. Moreover, requiring each member of the
5 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
6 employees who would be disinclined to file an action against their former and/or current employer
7 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
8 employment. Further, the prosecution of separate actions by the individual class members, even
9 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
10 with respect to the individual class members against Defendants herein; and which would
11 establish potentially incompatible standards of conduct for Defendants; and/or legal
12 determinations with respect to individual class members which would, as a practical matter, be
13 dispositive of the interest of the other class members not parties to adjudications or which would
14 substantially impair or impede the ability of the class members to protect their interests. Further,
15 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
16 individual prosecution considering all of the concomitant costs and expenses attending thereto.
17 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
18 Civil Procedure.

19 **FIRST CAUSE OF ACTION**

20 **MINIMUM WAGE VIOLATIONS**

21 **(AGAINST ALL DEFENDANTS)**

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

23 27. Wage Order 14, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
24 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
25 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
26 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
27 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
28 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform

1 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
2 Wage Class for all hours actually worked including, but not limited to, all hours they were subject
3 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
4 and Wage Order 14.

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

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

20 30. As a direct and proximate result of Defendants’ unlawful conduct as alleged
21 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
22 not limited to, unpaid wages and lost interest in an amount to be established at trial, and they are
23 entitled to recover economic and statutory damages and penalties and other appropriate relief as
24 a result of Defendants’ violations of the California Labor Code and Wage Order 14.

25 31. Defendants’ practice and uniform administration of corporate policy regarding
26 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
27 members of the Minimum Wage Class in a civil action for the unpaid amount of minimum wages,
28 liquidated damages, including interest thereon, statutory penalties, and attorneys’ fees and costs

1 of suit according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of
2 Civil Procedure § 1021.5.

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY ALL OVERTIME WAGE**

5 **(AGAINST AL DEFENDANTS)**

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

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

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

16 35. At all times relevant herein, Defendants caused Plaintiff and other non-exempt
17 employees to work overtime hours but did not compensate Plaintiff or members of the Overtime
18 Class at one and one-half times their regular rate of pay for such hours.

19 36. The foregoing policies and practices are unlawful and create entitlement to
20 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
21 premiums owing, including interest thereon, statutory and civil penalties, and attorneys' fees and
22 costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order
23 14, and Code of Civil Procedure § 1021.5.

24 **THIRD CAUSE OF ACTION**

25 **MEAL PERIOD VIOLATIONS**

26 **(AGAINST ALL DEFENDANTS)**

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

28 38. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 failed in their affirmative obligation to provide all of their non-exempt employees in California,
2 including Plaintiff and members of the Meal Period Class, with all legally compliant meal periods
3 in accordance with the mandates of the California Labor Code and Wage Order 14, § 11. Despite
4 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and members
5 of the Meal Period Class at their respective regular rates of compensation, in accordance with
6 California Labor Code §§ 226.7, and 512.

7 39. As a result, Defendants are responsible for paying premium compensation for meal
8 period violations including interest thereon, as well as statutory penalties, civil penalties, and
9 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 14, and Civil Code §§
10 3287(b) and 3289.

11 **FOURTH CAUSE OF ACTION**

12 **REST PERIOD VIOLATIONS**

13 **(AGAINST ALL DEFENDANTS)**

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

15 41. Wage Order 14, § 12 and California Labor Code §§ 226.7 and 516 establish the
16 right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
17 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

18 42. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
19 of the Rest Period Class to take all legally compliant rest periods.

20 43. The foregoing violations create an entitlement to recovery by Plaintiff and
21 members of the Rest Period Class in a civil action for the unpaid amount of rest period premiums
22 owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit
23 according to California Labor Code §§ 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

24 **FIFTH CAUSE OF ACTION**

25 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

26 **(AGAINST ALL DEFENDANTS)**

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

28 45. At all relevant times herein, Defendants were subject to Labor Code § 2802, which

1 states that “an employer shall indemnify his or her employees for all necessary expenditures or
2 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
3 his or her obedience to the directions of the employer...”

4 46. Due to Defendants’ unlawful policy and practice of requiring employees to
5 purchase and maintain tools necessary for the performance of their job duties, Defendants have
6 violated Labor Code § 2802.

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

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

13 **SIXTH CAUSE OF ACTION**

14 **WAGE STATEMENT VIOLATIONS**

15 **(AGAINST ALL DEFENDANTS)**

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

17 50. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiff
19 and the Wage Statement Class with accurate, itemized wage statements that included, among
20 other requirements, accurate total gross wages earned, accurate hours worked, meal and rest
21 period premiums, and total net wages earned in violation of Labor Code §226 *et seq.*
22 Furthermore, Defendants failed to include the entire legal name of the farm client employer.

23 51. Defendants’ failure to furnish Plaintiff and the members of the Wage Statement
24 Class with complete and accurate, itemized wage statements resulted in actual injury, as said
25 failures led to, among other things, the non-payment of all of their owed wages, meal and rest
26 period premiums, and deprived them of the information necessary to identify discrepancies in
27 Defendants’ reported data.

28 52. Defendants’ failures created an entitlement to Plaintiff and members of the Wage

1 Statement Class in a civil action for damages and/or penalties pursuant to Labor Code § 226,
2 including statutory penalties civil penalties, reasonable attorneys' fees, and costs according to
3 suit pursuant to Labor Code § 226 *et seq.*

4 **SEVENTH CAUSE OF ACTION**

5 **WAITING TIME PENALTIES**

6 **(AGAINST ALL DEFENDANTS)**

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

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

14 55. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class
15 all final wages due to them at the time of their separation including, among other things, unpaid
16 amounts for rest and recovery periods and non-productive time, underpaid overtime and
17 minimum wages owed, and meal and rest period premium wages. Further, Plaintiff is informed
18 and believes, and based thereon alleges, that as a matter of uniform policy and practice,
19 Defendants continue to fail to pay members of the Waiting Time Class all earned wages at the
20 end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-203.
21 Defendants' failure to pay all final wages was willful within the meaning of Labor Code § 203.

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

27 ///

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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

24 62. Plaintiff was compelled to retain the services of counsel to file this court action to
25 protect his interests and those of the Classes, to obtain restitution and injunctive relief on behalf
26 of Defendants' current non-exempt employees, and to enforce important rights affecting the
27 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
28 which he is entitled to recover under Code of Civil Procedure § 1021.5.

1 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
2 employees at the regular rate of compensation in violation of Labor Code §§
3 226.7, 512, 558, and 1198;

4 d. Failing to authorize and permit all legally required rest periods, and failure to
5 pay rest period premium wages, to Plaintiff, the Rest Period Class, and other
6 aggrieved employees at the regular rate of compensation in violation of Labor
7 Code §§ 226.7, 516, 558, and 1198;

8 e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
9 employees with complete, accurate, itemized wage statements in violation of
10 Labor Code § 226;

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

14 g. Failing to pay non-exempt employees all earned wages at least twice during
15 each calendar month in violation of Labor Code § 204; and

16 h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
17 employees in violation of Labor Code § 1174.

18 65. On March 1, 2022, Plaintiff notified Defendants via certified mail, and notified the
19 California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’
20 violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties
21 under California Labor Code § 2698 et seq. with respect to violations of the California Labor
22 Code identified in Paragraph 54 (a)-(h). The LWDA has not provided notice that it intends to
23 investigate the violations, and therefore Plaintiff has exhausted his administrative requirements
24 for bringing a claim under the Private Attorneys General Act with respect to these violations.

25 66. Plaintiff was compelled to retain the services of counsel to file this court action to
26 protect his interests and the interests of other aggrieved employees, and to assess and collect the
27 civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and costs, which
28 he is entitled to receive under California Labor Code § 2699(g).

1 PRAYER

2 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
3 this suit is brought against Defendants, as follows:

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
8 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
9 1197;
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
11 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general and
13 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 16 8. Upon the Fifth Cause of Action, for compensatory, consequential, general, and
17 special damages according to proof pursuant to Labor Code § 2802;
- 18 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
19 226, *et seq.*;
- 20 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant
21 to Labor Code § 201-203;
- 22 11. Upon the Eighth Cause of Action, for restitution to Plaintiff and members of the
23 Classes of all money and/or property unlawfully acquired by Defendants by means of any acts or
24 practices declared by this Court to be in violation of Business and Professions Code § 17200 *et*
25 *seq.*;
- 26 12. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other
27 aggrieved employees, and the State of California according to proof pursuant to Labor Code §§
28 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for

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

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

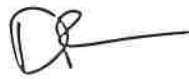
13 14. On all causes of action, for attorneys' fees and costs as provided by Code of Civil
14 Procedure § 1021.5 and all other applicable statutes; and

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

16
17 Dated: May 13, 2022

Respectfully submitted,
STANBURY BROWN LAW

18
19 By: _____


Daniel J. Brown
Attorneys for Plaintiff

20
21 **DEMAND FOR JURY TRIAL**

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

23
24 Dated: May 13, 2022

Respectfully submitted,
STANBURY BROWN LAW

25
26 By: _____


Daniel J. Brown
Attorneys for Plaintiff

1
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA)
4) ss.
5 COUNTY OF LOS ANGELES)

6 I am employed in the County of Los Angeles, State of California. I am over the age of
7 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney
8 Blvd., Venice, CA 90291

9 On May 16, 2022, I served the document listed below on the parties in this action as follows:

10 - **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT**

- 11 ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for
12 deposit in the U.S. Postal Service at my place of business at Venice, California,
13 following the ordinary business practices of my place of business. I am readily familiar
14 with the business practice at my place of business for collection and processing of
15 correspondence for mail with the U.S. Postal Service. Under that practice, such
16 correspondence is deposited with the U.S. Postal Service the same day it is collected
17 and processed in the ordinary course of business.
- 18 ☐ (BY HAND DELIVERY) I delivered to an authorized courier or driver authorized by
19 _____ to receive documents to be delivered on the same date.
- 20 ☐ (BY FEDERAL EXPRESS) I am readily familiar with the practice of collection and
21 processing of correspondence for overnight delivery and know that the document(s)
22 described herein will be deposited in a box or other facility regularly maintained by
23 Federal Express for overnight delivery.
- 24 X (BY EMAIL) I transmitted said document(s) by electronic mail to the e-mail addresses
25 indicated below pursuant to SB 1146 effective 9/18/20, which codifies parts of
26 Emergency Rules 11 and 12, as amended, and CRC 2.251
- 27 X (STATE) I declare under penalty of perjury under the laws of the State of California
28 that the above is true and correct.

Executed on May 16, 2022 at Venice, California.

22 
23 _____
24 Daniel J. Brown

SERVICE LIST

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