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Superior Court of California
County of Fresno
By: Kenia Clemente, Deputy

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

LUZ MARIA CHAVEZ CAMPOS, as an
individual, and on behalf of all others similarly
situated,

Plaintiff,

v.

SCHAAD FAMILY ALMONDS, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 25CECG00466

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Luz Maria Chavez Campos (hereinafter “Plaintiff”), as an individual, and on
2 behalf of all others similarly situated, hereby brings this First Amended Class and Representative
3 Action Complaint against Schaad Family Almonds, Inc. and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

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

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Fresno. Defendants own, maintain offices, transact business, have an
18 agent or agents within the County of Fresno, and/or otherwise are found within the County of
19 Fresno, 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 §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et*
28 *seq.*, and California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”),

1 and Wage Order 13, which sets employment standards for industries preparing agricultural
2 products for market.

3 4. Plaintiff is informed and believes, and based thereon alleges, 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 in the agricultural industry, employed Plaintiff within Fresno County and
6 the state of California and, therefore, were (and are) doing business in Fresno County and the
7 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 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

all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff worked for Defendants from approximately April of 2023 to April 12, 2024. Plaintiff worked as an Almond Sorter and Quality Control (“QC”) worker. She performed tasks such as distinguishing which almonds were saleable, and sorting the almonds from other debris. Plaintiff was generally scheduled to work for 5 days per week, Monday through Friday, for 8 hours and up to and over 10 hours per day, with her shift starting at 3:30pm and continuing till 11:45pm. However, Plaintiff sometimes worked longer hours.

10. Throughout the duration of Plaintiff’s employment with Defendants, Plaintiff and other non-exempt employees were not paid for all hours worked as Defendants would not accurately keep track of their actual hours worked. Upon information and belief, the time records maintained by Defendants were not reflective of the actual number of hours that Plaintiff and other non-exempt employees actually worked.

11. In addition, Plaintiff’s paystubs reflect only rounded hours, thus suggesting that Defendants shaved time worked by Plaintiff and other non-exempt employees.

12. Further, Defendants required Plaintiff and other non-exempt employees to clock in 5 minutes before their scheduled start times. Employees were required to wash their hands, put on a mask, and put on maya or cachucha for the hair/head before clocking in— a process that took roughly 5 minutes. This time remained uncompensated on a daily basis. Similarly, Plaintiff and other non-exempt employees were required to return from lunch 5 minutes before the end of their 30 minute meal period, in order to wash their hands and arrive at their stations by the end of the lunch period. Every day was the same. Plaintiff estimates that she and other non-exempt employees spent at least 10 minutes each day working outside of her scheduled/documented work hours for an average of 50 uncompensated minutes per week. Overall, Plaintiff estimates that Defendants failed to pay her and other non-exempt employees for approximately 1 hour each week resulting from time worked off the clock and time shaved from the timesheets. As a result, of Defendants one-way rounding policy and failure to ensure that Plaintiff and other non-exempt employees were being paid for all hours actually worked, Defendants failed to ensure that Plaintiff

1 and other non-exempt employees received proper overtime wages for all overtime hours worked.

2 13. Plaintiff and other non-exempt employees were not authorized to take all legally
3 required rest periods. Specifically, Plaintiff and other non-exempt employees were only provided
4 with a single rest period. In lieu of a second or third rest period, Employees were allowed to clock
5 out 15 minutes before the end of their shift. No missing rest period premiums were ever paid to
6 Employees, including Plaintiff. Every day, Plaintiff and other non-exempt employees did not
7 receive an uninterrupted second rest period every four hours (or major fraction thereof) because
8 Defendants instead required Plaintiff and other non-exempt employees to work through their
9 second rest period, and then clock out 15 minutes before that period was due to end. Despite
10 Defendants' failure to authorize and permit Plaintiff and other non-exempt employees to take all
11 lawful paid rest periods, due to their uniform and unlawful practices, Defendants never provided
12 Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each rest
13 period violation as required by Labor Code § 226.7. Upon information and belief, during at least
14 a portion of the class period, Defendants maintained no payroll code or another mechanism for
15 the payment of rest period premiums in the event Plaintiff and other non-exempt employees were
16 not authorized to take lawful rest periods.
17

18 14. Defendants also did not provide Plaintiff and other non-exempt employees with a
19 legally compliant first meal period when they worked shifts in excess of 5.0 hours. On every
20 shift, Plaintiff and other non-exempt employees experienced meal period violations by being
21 required to return to their shift before the full 30-minute uninterrupted meal period had been
22 completed, and in the absence of any meal period waivers. Defendants maintained a policy and
23 practice whereby Plaintiff and other non-exempt employees had to rush to finish meal periods
24 early, because they were required to reduce their meal period by five minutes to accommodate
25 washing their hands and being in place at their station immediately at the conclusion of the 30
26 minute meal period, such that a full, uninterrupted 30 minute meal period was not possible.
27 Sometimes Defendants told Plaintiff and other non-exempt employees that they would end the
28 workday earlier for skipping their meal periods, however no compensation was provided to

employees for doing so. Moreover, Defendants failed to authorize second meal periods when employees worked over 10.0 hours. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt employees to take all lawful paid meal periods, due to their uniform and unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Defendants maintained no payroll code or another mechanism for the payment of meal period premiums in the event Plaintiff and other non-exempt employees were not authorized to take lawful meal periods.

15. Defendants have maintained inaccurate payroll records, failed to timely pay all wages and premiums owed to employees, and issued inaccurate and incomplete wage statements. This is in part a result of Defendants' failure to accurately compensate Plaintiff and other non-exempt employees for all minimum and overtime wages due, missed meal and rest period premiums, and failure to accurately track all hours worked on and off the clock.

16. Defendants failed to issue to Plaintiff and other non-exempt employees accurate itemized statements in writing showing all of the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name and address of the legal entity that is the employer; (8) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee; and (9) accrued paid sick leave balances.

17. Defendants failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Plaintiff and other aggrieved employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the

1 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
2 employer; vii) identifying information for the employer's workers' compensation insurance
3 carrier; and viii) information informing the employee of their right to accrue and use paid sick
4 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
5 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

6 18. Furthermore, Plaintiff and other non-exempt employees worked overtime hours,
7 but did not receive all overtime compensation equal to one and one-half times their regular rates
8 of pay for all overtime hours worked. Defendants also maintained a policy/practice of not
9 compensating Plaintiff and other non-exempt employees for all their overtime hours worked in
10 the pay period. As discussed above, upon information and belief, Defendants maintained a
11 policy/practice of shaving off and/or rounding time on the paystubs of Plaintiff and other non-
12 exempt employees for purposes of avoiding payment for work beyond the scheduled time. As a
13 result, Defendants failed to ensure that Plaintiff and other non-exempt employees were being paid
14 at least the minimum wage for all hours worked, and failed to ensure that Plaintiff and other non-
15 exempt employees received proper overtime wages for all overtime hours worked.
16

17 **CLASS ACTION ALLEGATIONS**

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

- 20 a. The Minimum Wage Class consists of all current and former non-exempt
21 employees of Defendants who performed work in California and were subject to
22 Defendants' timekeeping systems and/or practices during the four years
23 immediately preceding the filing of this lawsuit through the present.
- 24 b. The Rest Period Class consists of all current and former non-exempt employees of
25 Defendants who performed work in California and who worked at least one shift
26 in excess of 3.5 hours where they were deprived of a rest period during the four
27 years immediately preceding the filing of this lawsuit through the present.
28

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

10 d. The Wage Statement Class consists of all members of the Rest Period Class,
11 Minimum Wage Class, Meal Period Class, Overtime Class and/or Waiting Time
12 Class who received an incomplete wage statement from Defendants during the one
13 year period immediately preceding the filing of this lawsuit through the present.

14 e. The Overtime Wage Class consists of all current and former non-exempt
15 employees of Defendants in California who worked overtime hours and were
16 subject to Defendants' timekeeping systems and/or practices, during the four years
17 immediately preceding the filing of this lawsuit through the present.

18 f. The Waiting Time Class consists of all of Defendants' formerly employed non-
19 exempt employees in California who were subject to Defendants' timekeeping
20 systems and/or practices, during the three years immediately preceding the filing
21 of this lawsuit through the present.

22
23 20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
24 joinder of all members would be unfeasible and not practicable. The membership of the Classes is
25 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
26 greater than fifty (50) individuals. The identity of such membership is readily ascertainable via
27 inspection of Defendants' employment records.

28 ///

21. **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 §§ 1182.12, 1194, 1194.2, and 1197;
- ii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants provided all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants provided accurate, itemized wage statements to members of the Wage Statement Class pursuant to Labor Code § 226, *et seq.*);
- vi. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and Wage Order 13 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;
- vii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were lawful.

22. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping policies and practices, meal and rest period policies and practices, and wage

statement policies and practices. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal/rest period and timekeeping policies and practices and was provided inaccurate wage statements.

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

25. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer

1 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
2 employment. Further, the prosecution of separate actions by the individual class members, even
3 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
4 with respect to the individual class members against Defendants herein; and which would
5 establish potentially incompatible standards of conduct for Defendants; and/or legal
6 determinations with respect to individual class members which would, as a practical matter, be
7 dispositive of the interest of the other class members not parties to adjudications or which would
8 substantially impair or impede the ability of the class members to protect their interests. Further,
9 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
10 individual prosecution considering all of the concomitant costs and expenses attending thereto.
11 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
12 Civil Procedure.

13
14 **FIRST CAUSE OF ACTION**

15 **MINIMUM WAGE VIOLATIONS**

16 **(AGAINST ALL DEFENDANTS)**

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

18 27. Wage Order 13, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
19 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
20 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
21 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
22 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
23 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
24 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
25 Wage Class for all hours actually worked including, but not limited to, all hours she was subject
26 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
27 and Wage Order 13.
28

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

6 29. As a direct and proximate result of Defendants' unlawful conduct as alleged
7 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
8 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
9 entitled to recover economic and statutory damages and penalties and other appropriate relief as
10 a result of Defendants' violations of the California Labor Code and Wage Order 13.

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

17 **SECOND CAUSE OF ACTION**

18 **MEAL PERIOD VIOLATIONS** 19 **(AGAINST ALL DEFENDANTS)**

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

21 32. Plaintiff is informed and believes, and based thereon alleges, that Defendants
22 failed in their affirmative obligation to provide all of their non-exempt employees in California,
23 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods
24 in accordance with the mandates of the California Labor Code and Wage Order 13, § 11. Despite
25 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
26 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§
27 204, 210, 226.7, and 512.

28 33. As a result, Defendants are responsible for paying premium compensation for meal
period violations including interest thereon, as well as statutory penalties, civil penalties, and
costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 13, and Civil Code §§

3287(b) and 3289.

THIRD CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

35. Wage Order 13, § 12 and California Labor Code §§ 226.2, 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

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

37. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount of rest period premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§226.2, 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

WAGE STATEMENT VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

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

discrepancies in Defendants' reported data.

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

FIFTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

43. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all required meal and rest periods, or pay premium payments in lieu thereof, failing to furnish accurate, itemized wage statements, and willfully failing to timely pay Plaintiff and members of the Waiting Time class all final wages due upon separation of employment.

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

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

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

47. Plaintiff is compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf

1 of Defendants' current non-exempt employees, and to enforce important rights affecting the
2 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
3 which he is entitled to recover under Code of Civil Procedure § 1021.5.

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO PAY ALL OVERTIME WAGES**

6 **(AGAINST ALL DEFENDANTS)**

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

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

12 50. At all times relevant herein, Defendants were required to properly compensate
13 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
14 Labor Code § 1194 and Wage Order 4. Wage Order 13, § 3 requires an employer to pay overtime
15 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
16 in the Wage Order.

17 51. The foregoing policies and practices are unlawful and create entitlement to
18 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
19 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
20 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 13, and
21 Code of Civil Procedure § 1021.5.

22 **SEVENTH CAUSE OF ACTION**

23 **WAITING TIME PENALTIES**

24 **(AGAINST ALL DEFENDANTS)**

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

26 53. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
27 an employer to pay all wages immediately at the time of termination of employment in the event
28 the employer discharges the employee or the employee provides at least 72 hours of notice of

1 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
2 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
3 employee's last date of employment.

4 54. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class
5 all final wages due to them at the time of their separation including, among other things, unpaid
6 and/or underpaid overtime and minimum wages owed, and rest period premium wages. Further,
7 Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform policy
8 and practice, Defendants continue to fail to pay members of the Waiting Time Class all earned
9 wages at the end of employment in a timely manner pursuant to the requirements of Labor Code
10 §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of Labor
11 Code § 203.

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

17 **EIGHTH CAUSE OF ACTION**

18 **PRIVATE ATTORNEYS GENERAL ACT**

19 **(AGAINST ALL DEFENDANTS)**

20 56. Plaintiff re-allege and incorporates by reference all previous paragraphs.

21 57. Defendants have committed several Labor Code violations against Plaintiff,
22 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee" within
23 the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved
24 employees, brings this representative action against Defendants to recover the civil penalties due
25 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
26 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
27 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
28

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

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516 and 558;
- d. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, and 1198;
- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Plaintiff, the

Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

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

h. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees in violation of Labor Code § 2810.5; and

i. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

58. On January 27, 2025, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency ("LWDA") via its website, of Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 57 (a)-(i). Now that more than sixty-five days have passed from Plaintiff's notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

PRAYER

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

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;

1 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
2 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
3 1198 and Wage Order 13 § 5(A);

4 5. Upon the Second Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

6 6. Upon the Third Cause of Action, for compensatory, consequential, general and
7 special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;

8 7. Upon the Fourth Cause of Action, for actual damages, statutory and civil penalties
9 pursuant to Labor Code § 226, *et seq*;

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

14 9. Upon the Sixth Cause of Action, for compensatory, consequential, general, and
15 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and
16 Wage Order 13;

17 10. Upon the Seventh Cause of Action, for statutory waiting time penalties pursuant
18 to Labor Code §§ 201-203;

19 11. Upon the Eighth Cause of Action, for (1) \$100.00 for each initial violation for each
20 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
21 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
22 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
23 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
24 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
25 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
26 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
27 each initial violation and \$200 for each subsequent violation per employee per pay period for the
28 violations of the Labor Code Sections cited in Labor Code § 2699.5

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

4 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code
5 §226, and Code of Civil Procedure § 1021.5; and

6 14. For such other and further relief the Court may deem just and proper.
7

8 Respectfully submitted,
9 Dated: April 8, 2025 STANSBURY BROWN LAW, PC

10 By: 
11 Daniel J. Brown
12 Kathleen Becket
13 Attorneys for Plaintiff

14 **DEMAND FOR JURY TRIAL**

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

16 Respectfully submitted,
17 Dated: April 8, 2025 STANSBURY BROWN LAW, PC

18
19 
20 By: _____
21 Daniel J. Brown
22 Kathleen Becket
23 Attorneys for Plaintiff
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PROOF OF SERVICE

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

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 ½ Abbot Kinney Blvd. Venice, CA 90291

On April 08, 2025, 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 EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.

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

Executed on April 08, 2025, at South Gate, CA.

Laura Romero

Laura Romero

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SERVICE LIST

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