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ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
04/23/2025

By: Brenda Vargas-Barrios,
Deputy Clerk

Attorney for Plaintiff
ARMANDO CERVANTES MARTINEZ,
individually and on behalf of the putative class and aggrieved employees

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

ARMANDO CERVANTES MARTINEZ,
individually and on behalf of the putative class,

Plaintiff,

v.

PORTERVILLE CITRUS, INC, a California
company; and DOES 1- 50, Inclusive,

Defendants.

CASE NO.: PCU318066

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

1. **Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194 and 1197);**
2. **Failure to Pay Overtime Wages (Cal. Labor Code §§ 510 and 1194);**
3. **Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);**
4. **Failure to Provide Rest Periods (Cal. Labor Code § 226.7);**
5. **Failure to Reimburse Business Expenses (Cal. Labor Code § 2802);**
6. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code § 226);**
7. **Failure to Pay All Compensation Due During Employment and Upon Discharge (Cal. Labor Code §§ 201, 202, and 203); and**
8. **Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 *et seq.*)**
9. **Private Attorney General Act (Cal. Labor Code §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1. Plaintiff ARMANDO CERVANTES MARTINEZ (“Plaintiff”), on behalf of himself and all others similarly situated and aggrieved employees, hereby submits this Complaint against Defendant PORTERVILLE CITRUS, INC, a California company; and DOES 1 through 50, inclusive (collectively, “Defendants”), and each of them, and alleges as follows:

INTRODUCTION

2. This is a class action under California Code of Civil Procedure § 382 seeking damages for unpaid wages, failure to provide meal and rest breaks, unpaid meal and rest breaks, failure to provide accurate itemized wage statements, failure to reimburse employee expenses, penalties, interest, and other equitable relief, and reasonable attorneys’ fees and costs under Cal. Labor Code (“Labor Code”) §§ 226(e), 226.2, 226.7, 510, 512, 558, 1194, 1194.2, 2802, 201-203, 2802 and Cal. Civ. Proc. Code § 1021.5, and restitution under California’s Unfair Competition Law (“UCL”), Business & Professions Code §§ 17200 *et seq.*

3. Plaintiff brings this action on behalf of himself and all other similarly situated individuals – *all non-exempt employees currently and formerly employed by PORTERVILLE CITRUS, INC* (the “Class”) – in the State of California from four years prior to the filing of this Complaint through to the trial date (“Class Period”). Defendants’ violations of California’s wage and hours laws and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

4. During the Class Period, Plaintiff and Class Members were non-exempt employees as defined under the Labor Code and were entitled to receive all wages owed and either regular meal and rest breaks or premium pay for time worked during meal and rest breaks. Plaintiff and Class Members were also entitled to receive regular, accurate itemized wage statements reflecting the total amount of money which they were owed and the accurate name of the company employing them. However, Defendants refused to afford Plaintiff and Class Members any meal or rest breaks, and refused to pay them premium pay for denied meal and rest breaks.

5. Moreover, Defendants regularly furnished to Plaintiff and all Class Members inaccurate itemized wage statements by including inaccurate wages owing to Defendants' willful violation of California's meal and rest break laws.

6. In particular, during the one-year period prior to the filing of this Complaint through to the trial date (“Wage Statement Class Period”), Defendants knowingly and intentionally failed to provide Class Members with accurate itemized wage statements (“Wage Statement Subclass”), in violation of Labor Code § 226(a) and 226.2. Defendant did so by providing wage statements with inaccurate payment amounts, owing to the failure to pay all wages for all hours worked and to the failure to pay premium and meal and rest break pay.

7. Likewise, this action is brought on behalf of a subclass comprised of Plaintiff and Class Members formerly employed by Defendants (“Waiting Time Penalty Subclass Members”). During the “Waiting Time Penalty Subclass Period” – designated as three years prior to the filing of the Complaint through to the trial date – Defendants failed to pay all compensation due and owing to Waiting Time Penalty Subclass Members upon discharge from employment in violation of Labor Code §§ 201-203.

8. As a result of the above Labor Code violations, Defendants committed unfair, unlawful, and fraudulent business practices, in violation of the UCL.

THE PARTIES

9. Plaintiff is a resident of California, and was, at all times relevant to this action, a non-exempt employee of Defendants.

10. Defendant PORTERVILLE CITRUS, INC., is a corporation that at all times relevant hereto, did business and employed individuals in, among other locations, Tulare, California.

11. PORTERVILLE CITRUS, INC. is Plaintiff's employer within the meaning of the Labor Code and is therefore subject to the jurisdiction of this Court.

12. The true names and capacities, whether individual, corporate, associate, or otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this Complaint to insert the true names and capacities of said Defendants when the same become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is

1 therefore liable to Plaintiff as alleged hereinafter.

2 13. Plaintiff is informed and believes, and based thereupon alleges, that at all times
3 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,
4 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
5 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
6 in part within the course and scope of said agency, employment, conspiracy, joint employment,
7 alter ego status, and/or joint venture and with the permission and consent of each of the other
8 Defendants.

9 14. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
10 and each of them, including those Defendants named DOES 1-50, acted in concert with one
11 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or
12 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is
13 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,
14 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
15 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
16 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
17 Plaintiff harm.

18 15. Whenever and wherever reference is made in this Complaint to any act or failure
19 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
20 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

21 **JURISDICTION**

22 16. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor
23 Code §§ 201-203, 226, 510, 512, 558, 1194, 2802, and the UCL, Bus. & Prof. Code §§ 17203 and
24 17204.

25 17. The amount in controversy for Plaintiff's individual claims, including claims for
26 civil penalties and pro rata share of attorneys' fees, is less than seventy-five thousand dollars
27 (\$75,000).
28

1 **VENUE**

2 18. Venue is proper in the County of Tulare pursuant to Cal. Civ. Proc. Code § 395(a)
3 and 395.5. Defendant PORTERVILLE CITRUS, INC. maintain offices and transact business in
4 the County of Tulare.

5 **ALTER EGO, AGENCY, AND JOINT EMPLOYER**

6 19. Plaintiff is informed and believes, and based thereon alleges, that there exists such
7 a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and
8 separateness of Defendants have ceased to exist.

9 20. Plaintiff is informed and believes, and based thereon alleges, that despite the
10 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as
11 Defendant, including, but not limited to because:

12 a. Defendant is completely dominated and controlled by DOES 1-50, who
13 personally violated the laws as set forth in this complaint, and who have hidden and currently hid
14 behind Defendant to circumvent statutes or accomplish some other wrongful or inequitable
15 purpose.

16 b. DOES 1-50 derive actual and significant monetary benefits by and through
17 Defendant's unlawful conduct, and by using Defendant as the funding source for their own
18 personal expenditures.

19 c. Plaintiff is informed and believes that Defendant and DOES 1-50, while
20 really one and the same, were segregated to appear as though separate and distinct for purposes
21 of circumventing a statute or accomplishing some other wrongful or inequitable purpose.

22 d. Plaintiff is informed and believes that Defendant do not comply with all
23 requisite corporate formalities to maintain a legal and separate corporate existence.

24 e. Plaintiff is informed and believes, and based thereon alleges, that the
25 business affairs of Defendant and DOES 1-50 are, and at all times relevant were, so mixed and
26 intermingled that the same cannot reasonably be segregated, and the same are in inextricable
27 confusion. Defendant are, and at all times relevant hereto were, used by DOES 1-50 as a mere
28 shell and conduit for the conduct of certain of Defendant's affairs, and are, and were, the alter

ego of DOES 1-50. The recognition of the separate existence of Defendant would not promote justice, in that it would permit Defendant to insulate themselves from liability to Plaintiff for violations of the Government Code, Labor Code, and other statutory violations. The corporate existence of Defendant and DOES 1-50 should be disregarded in equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

21. Accordingly, Defendant constitute the alter ego of DOES 1-50, and the fiction of their separate corporate existence must be disregarded.

22. As a result of the aforementioned facts, Plaintiff is informed and believes, and based thereon alleges that Defendant and DOES 1-50 are Plaintiff's joint employers by virtue of a joint enterprise, and that Plaintiff was an employee of Defendant and DOES 1-50. Plaintiff performed services for each and every one of Defendant, and to the mutual benefit of all Defendant, and all Defendant shared control of Plaintiff as an employee, either directly or indirectly, in the manner in which Defendant's business was and is conducted.

FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS

23. Plaintiff was employed by both Defendant PORTERVILLE CITRUS, INC. as an orange sorter.

24. Despite being non-exempt hourly employees, Plaintiff and the Class Members were not afforded legally compliant meal or rest breaks. Defendant also did not provide premium pay for missed meal and rest breaks.

25. In addition, Defendant failed to pay Plaintiff and the Class Members wages for all hours worked, including by requiring Plaintiff and the Class Members to complete work off the clock and otherwise denying Plaintiff and the Class Members payment for all hours worked.

26. Moreover, Defendant failed to pay Plaintiff and the Class Members overtime wages for hours spent working overtime, including on days when they worked in excess of eight hours per day or weeks in which they worked in excess of forty hours per week. Defendant also failed to pay double time to Plaintiff and the Class Members on days in which they worked in excess of twelve hours.

1 27. Plaintiff's and the Class Members' wage statements confirm that they were not paid
2 premiums for their missed meal and rest breaks, which itself made the statements inaccurate
3 because the statements did not accurately reflect all wages owed to Plaintiff and Class Members
4 under California law. Instead, these wage statements also reflect routine, repeated, and deliberate
5 violations of California labor laws:

6 28. Failure to Pay Overtime: Plaintiff's and the Class Members' wage statements do
7 not show the individual days in which they worked in excess of eight hours, and weeks in which
8 they worked in excess of 40 hours. While they were given overtime pay, the wage statements
9 regularly failed to accurately reflect payment owed to them for overtime hours worked.

10 29. Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff's
11 or the Class Members' wage statements is there any reflection of premium pay for missed meal
12 and rest breaks, despite PORTERVILLE CITRUS, INC. denying Class Members the opportunity
13 to take such meal and rest breaks as required by California law.

14 30. Failure to Reimburse Business Expense: Nowhere on Plaintiff's or the Class
15 Member's wage statements is there any reflection of reimbursement for business expenses for use
16 of personal items for business purposes.

17 31. Off the Clock Work: Nowhere on Plaintiff's or the Class Members' wage
18 statements is there any reflection for payment of work completed before clocking in or after
19 clocking out, as required by Defendant.

20 **CLASS ACTION ALLEGATIONS**

21 32. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf
22 of the Class and Waiting Time Penalty Subclass. Upon information and belief, the members of the
23 Class and Waiting Time Penalty Subclass are so numerous that joinder of all members is
24 impractical.

25 33. Plaintiff's claims are typical of the claims of the members of the Class and Waiting
26 Time Penalty Subclass because Plaintiff was an employee of Defendant who was (a) not paid for
27 all hours worked, including for required off the clock work at PORTERVILLE CITRUS, INC.;
28 (b) not paid any premium overtime pay for the duration of her employment at PORTERVILLE

1 CITRUS, INC. (c) was not paid a premium rate for denied meal and rest breaks for the duration of
2 her employment at PORTERVILLE CITRUS, INC.; (d) was not reimbursed for business expenses;
3 (e) was provided with inaccurate wage statements which provided inaccurate sums of money to be
4 paid to Plaintiff; and (f) was not paid all wages due at termination.

5 34. Plaintiff will fairly and adequately represent the interests of the Class and Waiting
6 Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and
7 Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in
8 complex class action litigation. Plaintiff's counsel has the expertise and financial resources to
9 adequately represent the interests of the Class and Waiting Time Penalty Subclass.

10 35. Common questions of law and fact exist as to all members of the Class and the
11 Waiting Time Penalty Subclass and predominate over any questions solely affecting individual
12 members of the Class and Subclass.

13 36. Class action treatment is superior to any alternative to ensure the fair and efficient
14 adjudication of the controversy alleged herein. Such treatment will permit a large number of
15 similarly situated persons to prosecute their common claims in a single forum simultaneously,
16 efficiently, and without duplication of effort and expense that numerous individual actions would
17 entail. No difficulties are likely to be encountered in the management of this class action that would
18 preclude its maintenance as a class action, and no superior alternative exists for the fair and
19 efficient adjudication of this controversy. Class Members are readily identifiable from Defendant's
20 employee rosters and/or payroll records.

21 37. Defendant's actions are generally applicable to the entire Class. Prosecution of
22 separate actions by individual members of each Class creates the risk of inconsistent or varying
23 adjudications of the issues presented herein, which, in turn, would establish incompatible standards
24 of conduct for Defendant.

25 38. Because joinder of all members is impractical, a class action is superior to other
26 available methods for the fair and efficient adjudication of this controversy. Furthermore, the
27 amounts at stake for many members of each Class, while substantial, may not be sufficient to
28 enable them to maintain separate suits against Defendant.

1 **FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **FAILURE TO PAY WAGES FOR ALL HOURS WORKED**

3 *(California Labor Code §§ 1194, 1197)*

4 39. Plaintiff re-alleges, on behalf of himself and Class Members, each and every
5 paragraph of this Complaint as though fully set forth.

6 40. California Labor Code §§ 1194, 1197, and applicable Wage Orders entitle non-
7 exempt employees to be paid for all hours worked. All hours must be paid at the statutory or agreed
8 rate and no part of this rate may be used as a credit against a minimum wage obligation.

9 41. Plaintiff and Class Members regularly worked “off the clock” as required by
10 Defendant, and they were not paid any wages for this time worked. Defendant unlawfully failed
11 to pay Plaintiff and Class Members the proper compensation for these hours.

12 42. As a result of these violations, Defendant is liable for unpaid wages, interest
13 thereon, and attorneys’ fees and costs.

14 43. Plaintiff, on behalf of himself and Class Members, also requests relief as described
15 below.

16 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

17 **FAILURE TO PAY OVERTIME WAGES**

18 *(California Labor Code §§ 510, 558)*

19 44. Plaintiff re-alleges, on behalf of himself and Class Members, each and every
20 paragraph of this Complaint as though fully set forth.

21 45. California Labor Code §§ 510, 558, and applicable Wage Orders entitle non-exempt
22 employees to overtime premiums for hours worked in excess of eight (8) in a given day, forty (40)
23 in a given workweek, or on the seventh day worked in a single workweek. All hours must be paid
24 at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum
25 wage obligation.

26 46. Plaintiff and Class Members worked in excess of eight hours per day and in excess
27 of forty hours per week, and Defendant unlawfully failed to pay Plaintiff and Class Members the
28 proper overtime compensation.

1 47. As a result of these violations, Defendant is liable for unpaid overtime wages,
2 interest thereon, and attorneys' fees and costs.

3 48. Plaintiff, on behalf of himself and Class Members, also requests relief as described
4 below.

5 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

6 **FAILURE TO PROVIDE MEAL PERIODS**

7 *(California Labor Code §§ 226.7, 512)*

8 49. Plaintiff re-alleges, on behalf of himself and Class Members, each paragraph of this
9 Complaint as though fully set forth.

10 50. Defendants failed to provide meal periods as required by Labor Code §§ 226.7, 512
11 and applicable Wage Orders.

12 51. Plaintiff and Class Members worked in excess of five hours a day without being
13 provided at least half hour meal periods in which they were relieved of their duties, as required by
14 Labor Code §§ 226.7 and 512 and applicable Wage Orders. *See Brinker Restaurant Corp., et al.*
15 *v. Superior Court* (2012) 53 Cal. 4th 1004, 1040-41 ("The employer satisfies this obligation if it
16 relieves its employees of all duty, relinquishes control over their activities and permits them a
17 reasonable opportunity to take an uninterrupted 30-minute period, and does not impede or
18 discourage them from doing so . . . [A] first meal period [is required] no later than the end of an
19 employee's fifth hour of work, and a second meal period [is required] no later than the end of an
20 employee's 10th hour of work.").

21 52. Because Defendants failed to provide proper meal periods, it is liable to Plaintiff
22 and Class Members for one hour of additional pay at the regular rate of compensation for each
23 work day that the proper meal periods were not provided, pursuant to Labor Code §§ 226.7 and
24 512 and applicable Wage Orders, as well as interest thereon, plus reasonable attorneys' fees and
25 costs of suit pursuant to Civil Procedure Code § 1021.5.

26 53. Plaintiff, on behalf of himself and Class Members, also requests further relief as
27 described below.

1 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **FAILURE TO PROVIDE REST PERIODS**

3 *(California Labor Code § 226.7)*

4 54. Plaintiff re-alleges, on behalf of himself and Class Members, each paragraph of this
5 Complaint as though fully set forth.

6 55. Defendants failed to provide the rest periods that are required by applicable Wage
7 Orders. *See Brinker*, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts
8 from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to
9 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

10 56. Because Defendants failed to provide proper rest periods, it is liable to Plaintiff and
11 Class Members for one hour of additional pay at the regular rate of compensation for each workday
12 that the proper rest periods were not provided, pursuant to Labor Code § 226.7 and applicable
13 Wage Orders, as well as interest thereon, plus reasonable attorneys’ fees and costs of suit pursuant
14 to Civil Procedure Code § 1021.5.

15 57. Plaintiff, on behalf of himself and Class Members, also requests relief as described
16 below.

17 **FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

18 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

19 *(California Labor Code § 2802)*

20 58. Plaintiff re-alleges, on behalf of himself and Class Members, each and every
21 paragraph of this Complaint as though fully set forth.

22 59. California Labor Code § 2802 requires employers to reimburse employees for all
23 reasonable business expenses incurred by employees as a condition of employment.

24 60. Plaintiff and Class Members were required to use their personal gear and equipment
25 to carry out their tasks. They likewise used their personal cell phones, both on the clock and off
26 the clock, to respond to work-related emergencies and other issues, and they incurred expenses as
27 a result. Defendant unlawfully refused to reimburse Plaintiff and Class Members for these
28 expenses.

1 61. As a result of these violations, Defendant is liable for damages related to these
2 unreimbursed expenses.

3 62. Plaintiff, on behalf of himself and Class Members, also requests relief as described
4 below.

5 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

6 **FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE STATEMENTS**

7 *(California Labor Code § 226.7)*

8 63. Plaintiff re-alleges, on behalf of himself and Class Members, each paragraph of this
9 Complaint as though fully set forth.

10 64. In violation of Labor Code § 226(a), Defendants did not provide Plaintiff or Class
11 Members with accurate itemized wage statements in writing showing: (1) all applicable hourly
12 rates in effect during each respective pay period and the corresponding number of hours worked
13 by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages
14 earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the
15 employee identification or social security number; and, (8) the name and address of the legal entity
16 that is the employer.

17 65. In particular, Defendants failed to include all wages owed and owing to Plaintiff
18 and Class Members on their wage statements, because these statements did not show premium pay
19 for missed meal and rest periods as required under California law.

20 66. As a result of Defendants' failure to provide accurate itemized wages statements,
21 Plaintiff and Class Members suffered actual damages and harm by being unable to determine their
22 applicable hourly rate for each pay period, which prevented them from becoming aware of these
23 violations and asserting their statutory protections under California law.

24 67. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a)
25 on each and every wage statement provided to Plaintiff and Class and Subclass Members.

26 68. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to
27 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which
28 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a

subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

69. Plaintiff and Class Members are entitled to an award of costs and reasonable attorneys' fees under Labor Code § 226(h).

70. Plaintiff, on behalf of himself and Class Members, also requests relief as described below.

SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

**FAILURE TO PAY ALL COMPENSATION DUE DURING EMPLOYMENT AND
UPON DISCHARGE**

(California Labor Code §§ 201-203)

71. Plaintiff re-alleges, on behalf of himself and Class Members, each paragraph of this Complaint as though fully set forth.

72. California Labor Code §§ 201 and 202 require Defendant to pay all compensation due and owing to former employees immediately upon discharge or within seventy-two hours of their termination of employment. California Labor Code § 203 provides that if an employer willfully fails to pay compensation promptly upon discharge or resignation, as required by Sections 201 and 202, then the employer is liable for such "waiting time" penalties in the form of continued compensation up to thirty workdays.

73. Defendants willfully failed to Class Members who are no longer employed by Defendants compensation due upon termination as required by California Labor Code §§ 201 and 202. As a result, Defendants are liable to Plaintiff and Waiting Time Class Members waiting time penalties provided under California Labor Code § 203, plus reasonable attorneys' fees and costs of suit.

74. Plaintiff, on behalf of himself and Class Members, also requests relief as described below.

EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA

(Bus. & Prof. Code §§ 17200 *et seq.*)

75. Plaintiff re-alleges, on behalf of himself and Class Members, each paragraph of

1 this Complaint as though fully set forth.

2 76. Plaintiff brings this cause of action individually and as a representative of all others
3 subject to Defendants' unlawful acts and practices.

4 77. Business and Professions Code § 17200 prohibits unfair competition in the form of
5 any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204
6 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a
7 civil action for violation of the Unfair Competition Law.

8 78. Defendants committed unlawful, unfair, and/or fraudulent business acts and
9 practices as defined by Business and Professions Code § 17200 by failing to pay overtime wages
10 and failing to pay wages for missed meal and rest periods.

11 79. The above-described unlawful actions of Defendants constitute false, unfair,
12 fraudulent and/or deceptive business practices, within the meaning of Business and Professions
13 Code § 17200, et seq.

14 80. As a result of its unlawful acts, Defendants reaped unfair benefits and illegal profits
15 at the expense of Plaintiff, and the Class Plaintiff seeks to represent. Defendants should be enjoined
16 from this activity, caused to specifically perform its obligations, and made to disgorge these ill-
17 gotten gains and pay restitution to Plaintiff and the members of the Class including, but not limited
18 to, restitution of all unpaid wages, plus interest, as well as attorneys' fees and costs.
19 Plaintiff, on behalf of Plaintiff and Class Members, also requests relief as described below.

20 **NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

21 **PRIVATE ATTORNEYS GENERAL ACT**

22 (Cal. Labor Code §§ 2698, et seq.)

23 81. Plaintiff re-alleges, on behalf of himself and aggrieved employees, each paragraph
24 of this Complaint as though fully set forth.

25 82. Plaintiff is an "aggrieved employee" under PAGA, as Plaintiff was employed by
26 Defendants during the applicable statutory period and suffered one or more of the Labor Code
27 violations described herein and as above. As such, Plaintiff seeks to recover the civil penalties
28 provided by PAGA, plus reasonable attorneys' fees and costs.

1 83. Plaintiff seeks to recover the PAGA civil penalties through a representative action
2 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
3 4th 969. Therefore, class certification of the PAGA claims is not required, but Plaintiff may choose
4 to seek certification of the PAGA claims.

5 84. As a result of the acts alleged above, Plaintiff seeks civil penalties pursuant to Labor
6 Code §§ 2698 et seq.

7 85. Civil penalties recovered will be allocated 75% to the Labor and Workforce
8 Development Agency, and 25% to the affected employees.

9 86. Plaintiff has fully complied with the procedural requirements specified in Labor
10 Code § 2699.3 as to each of the alleged violations and may therefore commence this action to seek
11 civil penalties pursuant to Labor Code § 2698 et seq.

12 87. Enforcement of statutory provisions to protect workers and to ensure proper and
13 prompt payment of wages is a fundamental public interest. Plaintiff's successful enforcement of
14 important rights affecting the public interest will confer a significant benefit upon the general
15 public. Private enforcement of these rights is necessary, as no public agency has pursued
16 enforcement. Plaintiff is incurring a financial burden in pursuing this action, and it would be
17 against the interest of justice to require the payment of attorneys' fees and costs from any recovery
18 obtained, pursuant to, inter alia, Labor Code § 2699.

1 **PRAYER FOR RELIEF**

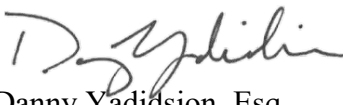
2 WHEREFORE, Plaintiff, individually and on behalf of the proposed Class and Subclass
3 and aggrieved employees, prays for judgment against Defendants, and each of them, in an amount
4 according to proof, as follows:

- 5 1) Certification of Plaintiff's claims (except for the PAGA cause of action) as a class action,
6 pursuant to Cal. Code of Civ. Pro. Section 382, on behalf of the proposed class;
7 2) For statutory damages as allowed by law;
8 3) For penalties as allowed by law; and
9 4) For prejudgment interest on each of the foregoing at the legal rate from the date the
10 obligation became due through the date of judgment on this matter;
11 5) For post-judgment interest;
12 6) For reasonable attorneys' fees and costs;
13 7) For all such other and further relief that the court may deem just and proper.
14

15 Respectfully Submitted,

16 DATED: April 23, 2025

LABOR LAW PC

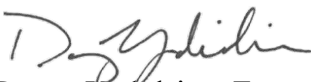
17 By: 
18 Danny Yadidsion, Esq.
19 Attorney for Plaintiff
20 ARMANDO CERVANTES MARTINEZ,
21 individually and on behalf of the putative
22 class and aggrieved employees
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DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a jury trial of all causes of action and claims with respect to which Plaintiff has a right to jury trial.

DATED: April 23, 2025

LABOR LAW PC

By: 
Danny Yaddison, Esq.
Attorney for Plaintiff
ARMANDO CERVANTES MARTINEZ,
individually and on behalf of the putative
class and aggrieved employees

1 **PROOF OF SERVICE**
2 **STATE OF CALIFORNIA**
3 **COUNTY OF TULARE**
 [C.C.P., §1013(a)]

4 ARMANDO CERVANTES MARTINEZ v PORTERVILLE CITRUS, INC., et al.
5 Tulare County Superior Court Case Number: PCU318066

6 I am over the age of 18 and not a party to the within action; my business address is 100
7 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is
 jp.cabasag@laborlawpc.com

8 On April 23, 2025, I served the following document(s):

9 **-FIRST AMENDED COMPLAINT**

10 On the following:

11 **Attorneys for the Defendant**

12 Rebecca Hause-Schultz, Esq.,
13 Stella Tran, Esq.,
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18 (XX) (BY ELECTRONIC MAIL) Per local rules, I delivered such documents by electronic
19 mail. My email address is jp.cabasag@laborlawpc.com

20
21 Executed on April 23, 2025

22 I declare under penalty of perjury under the laws of the State of California that the above is true
23 and correct.

24 John Paul Cabasag

25 Print Name

/s/ John Paul Cabasag

 Signature