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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SUTTER
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SUTTER

GUADALUPE BUSTAMANTE, an
individual, on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

SACRAMENTO VALLEY WALNUT
GROWERS, LLC a California limited liability
company and DOES 1-50, inclusive,

Defendant.

Case No.: CVCS25-0000751

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

- 1. Failure to Pay For All Hours Worked,
Including Overtime Hours Worked**
- 2. Failure to Pay Wages Upon
Termination**
- 3. Failure to Provide Compliant Meal
Breaks**
- 4. Failure to Provide Rest Breaks**
- 5. Failure to Reimburse for Required
Business Expenses**
- 6. Failure to Provide Accurate Itemized
Wage Statements & Violation of
Record Keeping Requirements**
- 7. Failure to Pay Vested Vacation/Paid
Time Off**
- 8. Unlawful Business Practices
Bus & Prof. Code §17200**
- 9. Private Attorneys General Act
Penalties (Lab. Code §2699)**

[Amended as a matter of right, pursuant
to the Labor Code section 2699.3(a)(2)(c)]

JURY TRIAL DEMANDED

1
2 Plaintiff GUADALUPE BUSTAMANTE, individually, and on behalf of all others
3 similarly situated, all aggrieved employees, and as Private Attorney General for the State of
4 California (collectively “Plaintiff”), alleges as follows:

5
6 **NATURE OF THE ACTION**

7 1. This is an employment class and representative action on behalf of over 100 hourly, non-
8 exempt employees against their employer for violations of numerous wage and hour laws. Plaintiff
9 brings this employment class action complaint on behalf of herself, and all others similarly
10 situated, all aggrieved employees, and as a Private Attorney General for the State of California,
11 against SACRAMENTO VALLEY WALNUT GROWERS, LLC and DOES 1-50, inclusive,
12 (hereafter collectively “Defendant” or “Defendants”).

13 2. Defendant SACRAMENTO VALLEY WALNUT GROWERS, LLC operates an
14 agricultural business growing, processing, and marketing walnuts. Plaintiff worked for Defendant
15 from October 2023 to September 2024 as a quality control worker located at 896 Obanion Rd. in
16 Yuba City, California. Plaintiff worked as an hourly, nonexempt employee earning approximately
17 \$ 16.50 at the time of separation.

18 3. As described further below, Defendant has violated the California Labor Code by (1)
19 failing to pay for all hours worked, including overtime hours worked (Cal. Labor Code §200, 204,
20 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, IWC
21 Wage Orders); (2) failing to pay all wages due upon termination (Cal. Labor Code §201, 202, 203,
22 227.3); (3) failing to provide compliant meal breaks (Cal. Labor Code §226, 226.7, 512, 558, 1198,
23 Wage Orders); (4) failing to provide rest breaks (Cal. Labor Code §226, 226.7, 512, 558, 1198,
24 Wage Orders); (5) failing to reimburse for required business expenses (Cal. Labor Code §1198,
25 2802); (6) failing to provide accurate itemized wage statements and violating record keeping
26 requirements (Cal. Labor Code §226, 1174); (7) failing to pay vested vacation/paid time off (Cal.
27 Labor Code §§ 227.3); (8) unlawful and unfair business practices (Bus. & Prof. Code §17200, *et*.

seq.); and (9) penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 et seq. Attorney General Act (“PAGA”), Labor Code §2698 et seq.

4. The class claims in this action are brought pursuant to Code of Civil Procedure (“CCP”) §382, seeking recovery for unpaid wages, including overtime wages, missed meal and rest period penalty pay, statutory and waiting time penalties, injunctive and other equitable relief, interest, and reasonable attorneys’ fees and costs. Pursuant to the class and representative action procedures provided for under California law, Plaintiff, on behalf of herself and proposed Class Members (also referred to as “Class”), also seeks injunctive relief and restitution of all benefits Defendant has received from their unlawful actions as alleged herein. Plaintiff has also provided notice of these claims pursuant to §2698 et. seq., to the Labor and Workforce and Development Agency (“LWDA”) and now brings this First Amended Complaint, including claims for civil penalties under the Private Attorneys General Act (“PAGA”), Labor Code §2698 et seq. Attorney General Act (“PAGA”), Labor Code §2698 et seq.

5. The “Class Period” is designated as the four-year period prior to the filing of this Complaint through the date of the final disposition of this action. From the start of the Class Period through the present, Defendant has had a policy and/or practice of among other violations: late and/or interrupted meal breaks, untimely and/or interrupted rest breaks, issuing inaccurate wage statements, and ignoring and violating California wage and hour laws, in their business as more fully set forth below.

6. The “PAGA Period” is defined herein commences one year prior to the date of filing the PAGA Notice letter with the LWDA.

7. Defendant has treated all persons employed in California in such a way as to violate California’s laws governing conditions of employment and payment of wages owed. Plaintiff asserts that Defendant has knowingly and with conscious disregard of the law refused to pay the Class Members and aggrieved employees all wages owed, including overtime wages and meal and rest break penalty wages. Defendant has violated numerous Labor Code provisions, as set forth herein. Class Members and aggrieved employees are owed their back pay, plus interest and/or

1 premiums and penalties under Business and Professions Code section 17203 to compensate Class
2 Members and aggrieved employees for the delay in receiving wages due.

3 8. Defendant, by and through their actions, has engaged in unfair competition, requiring
4 restitution to persons affected and disgorgement of profits so obtained.

5 **THE PARTIES**

6 9. Plaintiff GUADALUPE BUSTAMANTE is an individual who resides in California and
7 Plaintiff worked for Defendant from October 2023 to September 2024 as a quality control worker
8 located at 896 Obanion Rd in Yuba City, California. Plaintiff worked as an hourly, nonexempt
9 employee earning approximately \$ 16.50 at the time of separation.

10 10. Defendant SACRAMENTO VALLEY WALNUT GROWERS, LLC is a California
11 limited liability company doing business in California with the capacity to sue and to be sued and
12 doing business, in Sutter County, State of California. Defendant exercised control over the wages,
13 hours, and/or working conditions of Plaintiff and members of the proposed class and aggrieved
14 employees throughout the liability period.

15 11. Defendant Does 1-50, inclusive, are sued herein under fictitious names. Their true
16 names and capacities are unknown to Plaintiff. When their true names and capacities are
17 ascertained, Plaintiff will amend this complaint by inserting their true names and capacities herein.
18 Plaintiff is informed and believe, and thereon alleges, that each of the fictitiously named Defendant
19 is responsible in some manner for the occurrences herein alleged, and that the damages sustained
20 by Plaintiff and the Class Members and aggrieved employees herein alleged were proximately
21 caused by such Doe Defendants.

22 12. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
23 indirectly, or through agents or other persons, employed Plaintiff and other members of the Class,
24 and exercised control over their wages, hours, and working conditions. Plaintiff is informed and
25 believes and thereon alleges that each Defendant acted in all respects pertinent to this action as the
26 agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects
27 pertinent hereto, and the acts of each Defendant is legally attributable to the other Defendants.

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JURISDICTION AND VENUE

13. Venue is proper in this judicial district because Defendant conducts business in this County and Defendant has legal obligations to Plaintiff and many of the Class Members and aggrieved employees in this case that arose in this county.

14. The monetary damages, restitution, and statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation, and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties, and attorney’s fees, is more than twenty-five thousand dollars (\$25,000) and less than five million dollars (\$5,000,000).

15. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is incorporated in and/or qualified to do business in California and regularly conduct business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

CLASS AND REPRESENTATIVE ACTION ALLEGATIONS

16. During the Class Period and PAGA, Defendant committed various violations of the California Labor Code, the UCL and the applicable IWC Wage Order, as alleged below in more detail. Defendant enforces multiple policies that violate state law which are intended to increase its own profits to the detriment of its employees.

17. Defendant failed to properly pay for all hours worked, including overtime compensation. Defendant rounds Plaintiff and class members timecards in a manner that favors Defendant. Although time entries are recorded to the minute, the total hours worked each day indicated on timesheets is rounded to equate to the shift start and shift end time, resulting in underpaid hours worked.

18. Defendant failed to pay all wages due upon termination.

19. Defendant failed to maintain a policy and practice that provides its employees with rest periods as required by California law.

1 20. Defendant failed to maintain a policy and practice that provides its employees with
2 timely meal breaks as required by California law.

3 21. Defendant failed to reimburse for required business expenses. Plaintiff, Class members
4 and aggrieved employees are required to use their personal cell phones for work related
5 communications, although Defendant did not reimburse them in any way for the expense of their
6 personal cell phone use.

7 22. Defendant failed to consistently provide timely, accurate, itemized wage statements to
8 employees, as well as maintain accurate records, in accordance with Labor Code §§ 226 and 1174.

9 23. Based upon the above allegations, Defendant from time to time engaged in unfair
10 competition.

11 24. Plaintiff brings this action on behalf of herself, and all other persons similarly situated,
12 all aggrieved employees, and the State of California, to recover from Defendant for failure to
13 comply with California wage and hour laws, and for claims under Business and Professions Code
14 § 17200.

15 25. This action has been brought and may properly be maintained as a class action
16 pursuant to the provisions of Code of Civil Procedure § 382 because the proposed class is
17 ascertainable and there is a well-defined community of interest. Plaintiff is among in excess of 100
18 employees who have been similarly injured by Defendant's unlawful employment policies and
19 practices.

20 26. The "PAGA Period" is defined herein commences one year prior to the date of filing
21 the PAGA Notice letter with the LWDA.

22 27. The PAGA Class, also referred to herein as "aggrieved employees": "All current and
23 former hourly, non-exempt employees of Defendants in California, at any time from one year prior
24 to the filing of the PAGA Notice letter with the LWDA until the resolution of this matter." Plaintiff
25 reserves the right to amend or modify the definition of aggrieved employees with respect to the
26 issues or in any other way.

27 28. The "Relevant Class Period" or proposed "Class Period" as defined herein commences
28 four years prior to the date of filing the Complaint in this action.

1 29. Plaintiff brings this action on her behalf and as a class action under Cal. Code of Civil
2 Procedure §382 on behalf of the following defined groups:

3 30. Proposed Class: “All persons who are employed or have been employed by Defendant
4 in the State of California as hourly, non-exempt workers during the period of the relevant statute
5 of limitations.”

6 31. Proposed Sub-classes are defined below and/or a representative action under Business
7 & Professions Code §§17200 et seq. and Labor Code §2699:

8 A. All persons who are employed or have been employed by Defendant in the State
9 of California as hourly, non-exempt workers during the period of the relevant
10 statute of limitations, who worked one or more shift in excess of five (5) hours.

11 B. All persons who are employed or have been employed by Defendant in the State
12 of California as hourly, non-exempt workers during the period of the relevant
13 statute of limitations, who worked one or more shifts in excess of six (6) hours.

14 C. All persons who are employed or have been employed by Defendant in the State
15 of California as hourly, non-exempt workers during the period of the relevant
16 statute of limitations, who worked one or more shifts in excess of eight (8)
17 hours.

18 D. All persons who are employed or have been employed by Defendant in the State
19 of California as hourly, non-exempt workers during the period of the relevant
20 statute of limitations, who worked one or more shifts in excess of three and one-
21 half hours (3 ½), but less than or equal to six (6) hours.

22 E. All persons who are employed or have been employed by Defendant in the State
23 of California as hourly, non-exempt workers during the period of the relevant
24 statute of limitations, who worked one or more shifts in excess of six (6) hours,
25 but less than or equal to ten (10) hours.

26 F. All persons who are employed or have been employed by Defendant in the State
27 of California as hourly, non-exempt workers during the period of the relevant
28 statute of limitations, who were paid sick pay.

G. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who separated their employment from Defendant.

H. All persons who are employed or have been employed by Defendant in the State of California as hourly, non-exempt workers during the period of the relevant statute of limitations, who received pay for one or more pay periods.

32. This action is brought, and may properly be maintained, as a class action under CCP §382 and/or a representative action under Business & Professions Code §§17200 et seq. and Labor Code §2699 because there is a well-defined community of interest in the litigation, and the proposed Class, PAGA Class, and Subclasses (collectively “Class”) are easily ascertainable.

33. Numerosity: The Proposed Class is so numerous that joinder of all members is impractical. Plaintiff is informed and believes, and on that basis alleges, that during the relevant time period, Defendant employed over 100 putative Class Members who are geographically dispersed and who satisfy the definition of the proposed Class. As such, a class action is the only available method for the fair and efficient adjudication of this controversy. Membership in the Proposed Class can be easily ascertained by an examination and analysis of employee and payroll records, among other records within Defendant’s possession and control.

34. Typicality: Plaintiff’s claims are typical of the claims of the Class Members. Plaintiff, like others similarly situated, was subjected to Defendant’s common, unlawful policies, practices, and procedures described above. The Plaintiff’s positions at the company was typical of those of other Class Members. Plaintiff’s claims are typical of the claims of each Class Member because each have sustained damages arising out of and caused by Defendant’s common course of conduct, as alleged herein. As such, Plaintiff has the same interests in this matter as all members of the Class.

35. Adequacy: Plaintiff will fairly and adequately protect the interests of the members of the Class. Plaintiff has retained counsel competent and experienced in complex class actions and California labor and employment litigation.

1 36. Commonality: Common questions of law and fact exist, including but not limited to
2 the following:

- 3 i. Whether Defendant violated wage and hour laws by failing to pay overtime
4 wages;
- 5 ii. Whether Defendant violated wage and hour laws by failing to pay all wages
6 due upon termination;
- 7 iii. Whether Defendant violated wage and hour laws by failing to provide rest
8 breaks;
- 9 iv. Whether Defendant's policy and practice concerning rest breaks was
10 unlawful;
- 11 v. Whether Defendant violated wage and hour laws by failing to provide timely
12 meal breaks;
- 13 vi. Whether Defendant's policy and practice concerning meal breaks was
14 unlawful;
- 15 vii. Whether Defendant violated wage and hour laws by failing to reimburse for
16 required business expenses;
- 17 viii. Whether Defendant unlawfully failed to keep and furnish Class Members
18 with accurate, itemized records of hours worked, in violation of Labor Code
19 §§ 226 and 1174;
- 20 ix. The proper measure of damages sustained and the proper measure of
21 restitution recoverable by Plaintiff, the Class Members, and Subclass
22 Members;
- 23 x. Whether the Class Members are entitled to injunctive relief to enjoin any
24 further violations of wage and labor laws;
- 25 xi. Whether Defendant, and each of them, are/were participants in the alleged
26 unlawful and/or tortious conduct;
- 27 xii. Whether Defendant's conduct was willful and reckless;
- 28

38. Manageability: Plaintiff is informed and believes that all allegations in this Complaint are capable of being determined on the same evidence and based primarily on review of corporate records and key testimony of Defendant's corporate representatives. To the extent statistical analysis and representative evidence is necessary, Plaintiff and proposed class counsel will employ competent experts and consultants in the field to determine and review evidence for both issues of liability and damages in a scientifically reliable manner.

39. Plaintiff requests, pursuant to Rule 1857(a)(1) and Rule 3.766 of the California Rules of Court, that the absent Class and Subclass Members be notified by the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort. The names and address of the Class and Subclass Members are available from Defendant.

FIRST AMENDED CLASS AND PAGA REPRESENTATIVE ACTION COMPLAINT

1 **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS**
2 **WORKED**

3 Cal. Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558,
4 1194, 1197, 1197.1, 1198, IWC Wage Orders
5 (Plaintiff Against All Defendants)

6 40. Plaintiff incorporates by reference in this cause of action each allegation of the
7 preceding paragraphs as though fully set forth herein.

8 41. Defendant's conduct described in this complaint from time to time violates the
9 provisions of Labor Code §§ 200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510,
10 558, 1194, 1197, 1197.1, 1198, IWC Wage Orders.

11 42. The Wage Orders define "hours worked" as "the time during which an employee is
12 subject to the control of an employer, and including all the time the employee is suffered or
13 permitted to work, whether or not required to do so." Defendant has been engaged in many
14 unlawful employment practices which resulted in underpayment for hours worked each pay period,
15 including overtime hours worked based on the employees regular rate of pay, as more fully set
16 forth below. Defendant has also failed to pay the required minimum wage for all hours worked,
17 and has failed to pay all wages owed twice per month.

18 43. Plaintiff and class members have been employed under conditions prohibited by the
19 wage order, and thus Defendant has also violated §§1198 and 1199.

20 44. Unpaid Wages – Rounding. Defendant rounds Plaintiff and class members timecards
21 in a manner that favors Defendant. Although time entries are recorded to the minute, the total hours
22 worked each day indicated on timesheets is rounded to equate to the shift start and shift end time,
23 resulting in underpaid hours worked.

24 45. California law will permit a "rounding policy only 'if the rounding policy is fair and
25 neutral on its face and 'it is used in such a manner that it will not result, over a period of time, in
26 failure to compensate the employees properly for all the time they have actually worked.'" *(Troester v. Starbucks Corporation, (2018) 5 Cal. 5th 829, 846, citing See's Candy, 210*
27 *Cal.App.4th at p. 907.)* The policy utilized by Defendant is neither fair nor neutral, as it
28

consistently shaved time from Plaintiff and class members' hours worked, resulting in a failure to compensate Plaintiff and class members for all hours worked.

SECOND CAUSE OF ACTION

FAILURE TO PAY WAGES DUE UPON TERMINATION

Cal. Lab. Code §§201, 202, 203, 227.3

(Plaintiff Against All Defendants)

46. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

47. Defendant's conduct described in this complaint violates the provisions of Labor Code §§ 201, 202, 203, 227.3.

48. An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Defendant knowingly and willfully failed to pay all compensation due and owing to Plaintiff at the time employment terminated.

49. Defendant willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203.

THIRD CAUSE OF ACTION

FAILURE TO PROVIDE COMPLIANT MEAL PERIODS

Cal. Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Orders

(Plaintiff Against All Defendants)

50. Plaintiff incorporates by reference in this cause of action each allegation of the preceding paragraphs as though fully set forth herein.

51. Defendant's conduct described in this complaint from time to time violates the provisions of Labor Code §§ 226 (a), 226.7, 512, 558, 1198, Wage Orders.

52. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not

1 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
2 to work during any meal... period mandated by an applicable order of the Industrial Welfare
3 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
4 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
5 duty’ meal period and counted as time worked.”

6 53. Rounding Meal Period Time Entries. Meal periods were noncompliant because
7 Defendant rounded employee time records. The California Supreme Court has emphasized the
8 importance of fully compliant meal periods, holding that employers must record meal period time
9 entries to the exact minute, prohibiting rounding or shaving time for employee meal periods.
10 (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.)

11 54. When meal periods were noncompliant, Defendant failed to pay all premium pay to
12 Plaintiff and class members at their regular rates of pay. As a derivative claim, Plaintiff alleges
13 that pay statements were inaccurate, failing to include required meal period penalties, thus failing
14 the requirements of Labor Code §226(a).

15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PERMIT REST BREAKS**

17 Cal. Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Order

18 (Plaintiff Against All Defendants)

19 55. Plaintiff incorporates by reference in this cause of action each allegation of the
20 preceding paragraphs as though fully set forth herein.

21 56. Defendant’s conduct described in this complaint from time to time violates the
22 provisions of Labor Code §§ 226, 226.7, 512, 558, 1198, Wage Order.

23 57. Defendant failed to maintain a compliant rest period policy and practice that provides
24 its employees with off-duty rest periods as required by California law.

25 58. Rest break- Walk time. Rest breaks were consistently under 10 minutes because
26 employees were required to return back to their workstations within 10 minutes. However, the
27 break facility was located 4 minutes from the work areas, significantly cutting into employees’
28 required 10 minute “net” rest breaks.

59. The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

60. Defendant did not authorize or permit all of its hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Defendant failed to pay the 1-hour premium, as required.

FIFTH CAUSE OF ACTION
FAILURE TO REIMBURSE FOR REQUIRED BUSINESS EXPENSES
Cal. Labor Code §§ 1198, 2802
(Plaintiff Against All Defendants)

1 by personal check or cash, an accurate itemized statement in writing showing
2 (1) gross wages earned, (2) total hours worked by the employee, except as
3 provided in subdivision (j), (3) the number of piece-rate units earned and any
4 applicable piece rate if the employee is paid on a piece-rate basis, (4) all
5 deductions, provided that all deductions made on written orders of the employee
6 may be aggregated and shown as one item, (5) net wages earned, (6) the
7 inclusive dates of the period for which the employee is paid, (7) the name of the
8 employee and only the last four digits of his or her social security number or an
9 employee identification number other than a social security number, (8) the
10 name and address of the legal entity that is the employer and, if the employer is
11 a farm labor contractor, as defined in subdivision (b) of Section 1682, the name
12 and address of the legal entity that secured the services of the employer, and (9)
13 all applicable hourly rates in effect during the pay period and the corresponding
14 number of hours worked at each hourly rate by the employee...

15 70. Such failures called injury to Plaintiff and others, by, among other things, impeding
16 them from knowing the true legal name of their employer, the total hours worked, and the amount
17 of wages to which they are and were entitled. Defendant knowingly and intentionally failed to
18 accurately itemize the gross wages earned, net wages earned, and total hours worked.

19 **SEVENTH CAUSE OF ACTION**

20 **FAILURE TO PAY VESTED VACATION/PAID TIME OFF**

21 Cal. Labor Code §§ 227.3

22 (Plaintiff Against All Defendants)

23 71. Plaintiff incorporates by reference in this cause of action each allegation of the
24 preceding paragraphs as though fully set forth herein.

25 72. California Labor Code section 227.3 provides that when an employer policy provides
26 for paid vacations and/or paid time off, and an employee is terminated without having taken off
27 his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages
28 at the employee's final rate in accordance with such contract of employment or employer policy

1 respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or
2 paid time off upon termination.

3 73. At the time of separation from employment, Plaintiff was owed accrued, vested and
4 unpaid vacation wages and Defendant failed and refused to pay these owed vacation wages. Based
5 on information and belief, Defendant had and continues to have a uniform policy and practice of
6 failing to allow Plaintiff and Class Members to use their earned vacation/paid time off during their
7 employment and failing to pay all vested, accrued paid time off (including but not limited to, all
8 owed vacation pay/paid time off paid at the final rate including non-discretionary compensation,
9 including but not limited to, shift differentials) to Plaintiff and Class Members upon separation of
10 employment, in violation of California law, including but not limited to, Labor Code section 227.3.

11 **EIGHTH CAUSE OF ACTION**

12 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF**

13 California Business and Professions Code section 17200, et seq.

14 (Plaintiff Against All Defendants)

15 74. Plaintiff incorporates by reference in this cause of action each allegation of the
16 preceding paragraphs as though fully set forth herein.

17 75. Defendant from time to time knowingly committed, and upon information and belief
18 continue to commit, ongoing unlawful business practices within the meaning of the UCL,
19 including, but not limited to unlawful practices as described in the causes of action articulated
20 above, and hereby incorporated herein.

21 76. Plaintiff lost money and property as a result of Defendant's unlawful business practices
22 described above.

23 77. Pursuant to the UCL, Plaintiff and all Class Members are entitled to restitution of
24 money or property acquired by Defendant by means of such unlawful business practices, in
25 amounts not yet known, but to be ascertained at trial.

26 78. Pursuant to the UCL, Plaintiff and Class Members are entitled to injunctive relief
27 against Defendant's ongoing unlawful business practices. If an injunction does not issue enjoining
28

1 Defendant from engaging in the unlawful business practices described above, Plaintiff and the
2 general public will be irreparably injured.

3 79. Plaintiff has no plain, speedy, and adequate remedy at law. Defendant, if not enjoined
4 by this Court, will continue to engage in the unlawful business practices described above in
5 violation of the UCL, in derogation of the rights of Plaintiff and Class Members and of the general
6 public.

7 80. Plaintiff's success in this action will result in the enforcement of important rights
8 affecting the public interest by conferring a significant benefit upon the general public.

9 81. Defendant's numerous violations of local and California law, as well as the other
10 statutory and regulatory violations alleged herein, constitute unlawful business actions and
11 practices in violation of Business and Professions Code § 17200, et seq.

12 82. Pursuant to Business and Professions Code § 17200, et seq., Plaintiff and the Class
13 Members are entitled to restitution of unpaid wages, including overtime, sick pay, and premium
14 wages, among other relief alleged herein, that were withheld and retained by Defendant during a
15 period that commences four years prior to the filing of this action. Plaintiff is further entitled to a
16 permanent injunction requiring Defendant to comply with all provisions of California labor law,
17 including properly paying the lawful rate of pay for all hours worked, properly paying sick pay,
18 providing rest periods to all workers as defined herein, timely paying due wages upon termination,
19 maintaining accurate wages statements and payroll records, in addition to an award of attorneys'
20 fees and costs pursuant to Code of Civil Procedure § 1021.5 and other applicable law, and costs.

21 **NINTH CAUSE OF ACTION**

22 STATUTORY PENALTIES PURSUANT TO PRIVATE ATTORNEYS GENERAL ACT,
23 LABOR CODE §2698 et seq.

24 (Plaintiff Against All Defendants)

25 83. Plaintiff incorporates by reference in this cause of action each allegation of the
26 preceding paragraphs as though fully set forth herein

27 84. Under the Private Attorneys General Act of 2006, Labor Code §§2698-2699.5, an
28 aggrieved employee, on behalf of herself and other current or former employees, may recover

1 penalties under any provision of the Labor Code that provides for civil penalties. These penalties
2 are in addition to any other relief available under the Labor Code. Plaintiff is an aggrieved
3 employee under PAGA.

4 85. As set forth above, Defendants have committed numerous violations for which the
5 Labor Code provides for penalties, including violations of all applicable Labor Code provisions
6 set forth in the foregoing causes of action. Labor Code §2699.5 identifies the aforementioned
7 Labor Code provisions as statutes to which §2699.3's procedural requirements must be met before
8 a penalty may be assessed under §2699(f). Plaintiff has complied with the procedural requirements
9 specified in §2699.3 by providing written notice to the Defendants and the Labor & Workforce
10 Development Agency ("LWDA"). See Exhibit 1 attached hereto, which is a true and correct copy
11 of the Notice correspondence showing compliance with §2699.3. No notice of intent to investigate
12 the alleged violations was provided within the statutory period. Consequently, Plaintiff has
13 exhausted administrative remedies, and on behalf of themselves and all other aggrieved current
14 and former employees of Defendants. Plaintiff, therefore, now pursues this cause of action as
15 permitted by §2698, et seq.

16 86. Enforcement of statutory provisions enacted to protect workers and to ensure proper
17 and prompt payment of wages due to employees is a fundamental public interest in California.
18 Consequently, Plaintiff's success in this action will result in the enforcement of important rights
19 affecting the public interest and will confer a significant benefit upon the general public. Private
20 enforcement of the rights enumerated herein is necessary, as no public agency has pursued
21 enforcement. Plaintiff is incurring a financial burden in pursuing this action and it would be against
22 the interests of justice to require payment of attorneys' fees and costs from any recover that might
23 be obtained herein, pursuant to, inter alia, Labor Code §§2698, et seq., and Code of Civil Procedure
24 §1021.5.

25 87. In addition, if Plaintiff succeeds in enforcing these rights affecting the public interest,
26 then attorneys' fees may be awarded to Plaintiff and against Defendants under Code of Civil
27 Procedure §1021.5 and other applicable law in part, because:
28

1 a. A successful outcome in this action will result in the enforcement of important
2 rights affecting the public interest by requiring Defendants to comply with the wage and hour
3 laws and California's unfair business practice law;

4 b. This action will result in a significant benefit to Plaintiff, the Class, and the
5 general public by bringing to a halt unlawful and/or unfair activity;

6 c. Unless this action is prosecuted, members of the Class and general public will not
7 recover those moneys, and many of Defendants' employees would not be aware that the acts and
8 practices they were subjected to by Defendants were wrongful;

9 d. Unless this action is prosecuted, Defendants will continue to mislead their
10 employees about the true nature of their rights and remedies under the wage and hour laws; and

11 88. An award of attorneys' fees and costs is necessary for the prosecution of this action
12 and will result in a benefit to Plaintiff, the Class, aggrieved employees, and to consumers in
13 general, by preventing Defendants from continuing to circumvent the wage and hour statutes and
14 frustrate the long-standing recognition by the California legislature and the courts that such
15 statutes, as pled herein, are not merely a matter of private concern between employer and employee
16 to be eviscerated by considerations of waiver, contributory negligence, good or bad faith, and
17 private agreements. Rather, the wage and hour statutes have been described as a matter of public
18 concern, were designed to provide minimum substantive guarantees to individual workers and are
19 essential to public welfare.

20 REQUEST FOR RELIEF

21 WHEREFORE, Plaintiff, on behalf of herself and the Proposed Class, request judgment
22 and the following specific relief against Defendant as follows:

23 A. That the Court determine that this action may be maintained as a class action
24 under Code of Civil Procedure § 382;

25 B. That the Court determine that this action may be maintained as a PAGA
26 representative action under Cal. Labor Code. §2698 et seq.

27 C. Provision of class notice to all members of the Class;
28

- D. That Defendant is found to have violated the above-referenced provisions of the Labor Code, CCR and the IWC Wage Order as to Plaintiff, Class Members, relevant subclass Members, and aggrieved employees;
- E. For compensatory damages, in an amount according to proof at trial, with interest thereon;
- F. For compensation for not being paid overtime;
- G. For compensation for not being paid all wages due upon termination;
- H. For compensation for not being provided rest breaks;
- I. For compensation for not being provided timely meal breaks;
- J. For compensation for not being reimbursed for required business expenses;
- K. For compensation for not being paid accrued, vested vacation wages;
- L. That Defendant's actions are found to be willful and/or in bad faith to the extent necessary under §§ 201, 202, 203, and 558 of the California Labor Code for willful failure to pay all compensation owed at the time of separation to Plaintiff, Class Members, and aggrieved employees no longer employed by Defendant;
- M. That Plaintiff, Class Members, and aggrieved employees receive penalties for Defendant's violation of §226 and 1174 of the California Labor Code for willful failure to provide and maintain the required accurate and itemized wage statements;
- N. That Plaintiff, Class Members, and aggrieved employees receive an award in the amount of unpaid wages owed, including interest thereon, and penalties as provided in the Labor Code, CCR and Wage Order, including under Labor Code §§ 203, 510, 558, and 2698 et seq., subject to proof at trial;
- O. That Defendant be ordered to pay restitution to Plaintiff, Class Members, and aggrieved employees for amounts acquired through Defendant's unlawful activities pursuant to Business and Professions Code §§ 17200-05 and enjoined

to cease and desist from unlawful and unfair activities in violation of California Business and Professions Code § 17200 et. seq.;

P. That Plaintiff, Class Members, and aggrieved employees receive an award of reasonable attorneys' fees and costs pursuant to Code of Civil Procedure §1021.5, Labor Code §226, 218.5, and 1194 and/or applicable laws;

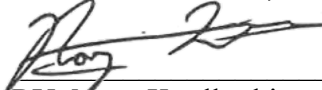
Q. That the Court award penalties pursuant to Labor Code §2698 et seq.

R. That the Court issue declaratory relief that Defendant's challenged policies are unlawful; and

S. That the Court order further relief, in law and equity, as it deems appropriate and just.

DATED: May 29, 2025

KOUL LAW FIRM, APC



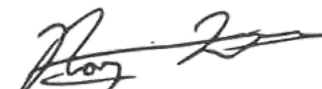
BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff GUADALUPE
BUSTAMANTE and putative class
members

DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and the putative class, hereby demands trial by jury to the full extent permitted by law.

DATED: May 29, 2025

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.
Attorneys for Plaintiff GUADALUPE
BUSTAMANTE and putative class
members

EXHIBIT 1



Nazo@Koullaw.com

P (213) 761 – 5484

F (818) 561 – 3938

217 South Kenwood St.

Glendale, CA 91205

www.koullaw.com

March 21, 2025

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Sacramento Valley Walnut Growers, LLC.
896 Obanion Rd
Yuba City, CA 95991

Re: PAGA Notice Pursuant to California Labor Code §2698 *et seq.*

Claimant: Guadalupe Bustamante

Employer: Sacramento Valley Walnut Growers, LLC.

Dear Sir or Madam:

Guadalupe Bustamante (“Claimant”) has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, to represent Claimant, and all other aggrieved employees, for conditions of employment and wage and hour claims against former employer, Sacramento Valley Walnut Growers, LLC. (hereafter “Employer”).

Employer operates an agricultural business growing, processing, and marketing walnuts. Claimant worked for Employer from October 2023 to September 2024 as a quality control worker located at 896 Obanion Rd in Yuba City, California. Claimant worked as an hourly, nonexempt employee earning approximately \$ 16.50 at the time of separation.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 216, 221-223, 226, 226.2, 226.7, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and all applicable Wage Orders.

During Claimant’s employment, Claimant personally experienced the Labor Code violations described below. We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act on behalf of the Labor and Workforce and development Agency and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

(Cal. Labor Code §§200, 204, 206, 206.5, 207, 210, 216, 218, 218.6, 221, 223, 351, 510, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, IWC Wage Orders)

The Wage Orders define “hours worked” as “the time during which an employee is subject to the control of an employer, and including all the time the employee is suffered or permitted to work, whether or not required to do so.” Employer has been engaged in many unlawful employment practices which resulted in underpayment for hours worked each pay period, including overtime hours worked based on the employees regular rate of pay, as more fully set forth below. Employer has also failed to pay the required minimum wage for all hours worked, and has failed to pay all wages owed twice per month.

Claimant and aggrieved employees have been employed under conditions prohibited by the wage order, and thus Employer has also violated §§1198 and 1199. Employer is liable for civil penalties pursuant to Labor Code §§558 and 2698 *et seq.*

Unpaid Wages – Rounding

Employer rounds Claimant and aggrieved employee timecards in a manner that favors Employer. Although time entries are recorded to the minute, the total hours worked each day indicated on timesheets is rounded to equate to the shift start and shift end time, resulting in underpaid hours worked.

California law will permit a “rounding policy only ‘if the rounding policy is fair and neutral on its face and ‘it is used in such a manner that it will not result, over a period of time, in failure to compensate the employees properly for all the time they have actually worked.’” (*Troester v. Starbucks Corporation*, (2018) 5 Cal. 5th 829, 846, citing *See’s Candy*, 210 Cal.App.4th at p. 907.) The policy utilized by Employer is neither fair nor neutral, as it consistently shaved time from Claimant and aggrieved employees’ hours worked, resulting in a failure to compensate Claimant and aggrieved employees for all hours worked.

Failure to Pay Wages Due Upon Termination

(Cal. Lab. Code §§201, 202, 203, 227.3 and 2698 *et seq.*)

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employer knowingly and willfully failed to pay all compensation due and owing to Claimant at the time employment terminated.

Employer willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimant and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employer is liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Permit Compliant Meal Periods

(Cal. Labor Code §§226 (a), 226.7, 512, 558, 1198, 2698 et seq., Wage Order)

Labor Code §512 provides, “[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on duty’ meal period and counted as time worked.”

Rounding Meal Period Time Entries

Meal periods were noncompliant because Employer rounded employee time records. The California Supreme Court has emphasized the importance of fully compliant meal periods, holding that employers must record meal period time entries to the exact minute, prohibiting rounding or shaving time for employee meal periods. (*Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58, 67.)

When meal periods were noncompliant, Employer failed to pay all premium pay to Claimant and aggrieved employees at their regular rates of pay. As a derivative claim, Claimant alleges that pay statements were inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor Code §226(a).

Failure to Provide Rest Breaks

(Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 et seq., Wage Orders)

Employer failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law.

Rest break- Walk time

Rest breaks were consistently under 10 minutes because employees were required to return back to their workstations within 10 minutes. However, the break facility was located 4 minutes from the work areas, significantly cutting into employees’ required 10 minute “net” rest breaks.

The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269. Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s). Lab. Code §226.7; applicable IWC Wage Order, §12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each work day that the rest period is not provided”). Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. (*Id.* at 268) (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein

the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; *see also*, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to their employees.”).

Employer did not authorize or permit all of its hourly employees to take at least a ten-minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employer failed to pay the 1-hour premium, as required.

Failure to Reimburse for Required Business Expenses

(Cal. Labor Code §§1198, 2802, 2698 et seq.)

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties. Accordingly, Employers are liable for civil penalties under PAGA §2698 et seq.

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code.

Failure to Provide Accurate Itemized Wage Statements

(Cal. Labor Code §§ 226, 1174, 2698 et seq)

Employer knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimant and the aggrieved employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d).

Derivative of the claims above, the statements provided to Claimant and aggrieved employees, and the records maintained by Employer, have not accurately reflected actual gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, sick pay at the correct rate, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable part of the check, draft, or voucher paying the employee’s wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (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 of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the true legal name of their employer, the total hours worked, and the amount of wages to which they are and were entitled. Employer knowingly and intentionally failed to accurately itemize the gross wages earned, net wages earned, and total hours worked.

Employer is liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Conclusion

Employer has violated a number of California wage and hour laws and is therefore liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.* Claimant respectfully requests that the agency investigate the above allegations and hereby provides notice of the allegations pursuant to PAGA’s provisions. Alternatively, Claimant requests that the agency inform Claimant if it does not intend to investigate these violations so that Claimant may pursue these claims as a representative action in civil court.

Sincerely,



Nazo Koulloukian, Esq.
Attorney for Claimant

PROOF OF SERVICE

Case No. CVCS25-0000751

Bustamente v. Sacramento Valley Walnut Growers, LLC

I, NADIA CHAVEZ declare that I am a resident of or employed in the County of Los Angeles, California. I am over the age of 18 years and not a party to the entitled case. The name and address of my residence or business is KOUL LAW FIRM, 217 South Kenwood Street, Glendale, California 91205.

On May 29, 2025, I served the foregoing document described as:

FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

 X **BY E-MAIL:** I hereby certify that this document was served from Glendale, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address from e-mail nadia@koullaw.com pursuant to California Rules of Court. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

 X **BY U.S. MAIL:** I deposited such envelope in the mail at Glendale, California. The envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Glendale, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Rebecca A. Hause-Schultz
FISHER & PHILLIPS LLP
621 Capitol Mall, Suite 2400
Sacramento, CA 95814
rhause-schultz@fisherphillips.com

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

Executed on this May 29, 2025, in Glendale, California.



NADIA CHAVEZ