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BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KINGS COUNTY

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

MANOA MAJO CRUZ as an individual, and
on behalf of all others similarly situated,

Plaintiff,

v.

UNITED AG SOURCE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 25CU0102

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

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

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

(9) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Manoa Majo Cruz (hereinafter “Plaintiff”), as an individual, and on behalf of all
2 others similarly situated, hereby brings this First Amended Class and Representative Action
3 Complaint against United AG Source, Inc., a California corporation, and DOES 1 to 100,
4 inclusive (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 §§ 201-203, 204, 226 *et. Seq.*, 226.7, 510, 512, 516, 551, 552,
9 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, and 2698 *et seq.*; and Industrial Welfare
10 Commission Wage Order 14 (“Wage Order 14”), in addition to seeking declaratory relief and
11 restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This
12 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
13 amount in controversy exceeds 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 Kings. Defendants own, maintain offices, transact business, have an
18 agent or agents within the County of Kings, and/or otherwise are found within the County of
19 Kings, 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 §§ 201-203, 204, 226 *et. Seq.*, 226.7, 510, 512, 516, 551, 552, 558, 1182.12, 1194, 1194.2, 1197,
28 1198, 2802, and 2698 *et seq.*; California Business and Professions Code § 17200 *et seq.* (“Unfair

Competition Law”), and Wage Order 14, which sets employment standards for the agricultural occupations.

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

5. Plaintiff does not know the true names or capacities, whether individual, partner, or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to amend this Complaint when such true names and capacities are discovered. Plaintiff is informed, and believes, and based thereon allege, that each of said fictitious defendants, whether individual, partners, or corporate, were responsible in some manner for the acts and omissions alleged herein, and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the unlawful employment practices, wrongs, injuries and damages complained of herein.

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

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

8. At all times mentioned herein, Defendants, and each of them, were members of and engaged in a joint venture, partnership, and common enterprise, and acting within the course and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further, 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 January 2025 until approximately February 6, 2025. His most recent position was that of a tree trimmer. Plaintiff's job duties generally revolved around pruning and trimming nectarine trees at Defendants' farm. Plaintiff would work Monday through Friday at least 8 hours per day, between approximately 7:00 a.m. through 3:00 p.m., and often longer depending on work demands. Despite working in excess 8 hours per day, Defendants did not employ any actual timekeeping practices whatsoever. Instead, Plaintiff and other nonexempt employees were instructed to arrive to their worksites before 7:00 a.m. and commence work until their supervisors released them for the day, typically around 3:00 p.m., and often later. At no point during his employment with Defendants was Plaintiff made to confirm or sign off on his hours worked. Upon information and belief, Plaintiff and other aggrieved employees worked far more hours than what they were credited for on their wage statements, which served to compensate them only for their prescheduled hours rather than paying them for all of the time that they actually performed work for Defendants, which often exceeded 8 hours per day and should have been paid at an overtime rate of pay.

10. As stated, Defendants failed to record employees' total hours worked each workday accurately. Rather, Defendants would falsely only credit Plaintiff and other aggrieved employees for their prescheduled hours which did not in any way accurately reflect the times that employees began and ended each workday. While often Plaintiff and other aggrieved employees would begin their duties prior to the start of their scheduled shifts and after the end of their scheduled shifts, their time records would always reflect that they worked from exactly 7:00 a.m. until exactly 3:00 p.m., despite them in reality frequently starting and/or finishing their shifts prior to or after their time records (to the extent they were even maintained) reflected that they did. This occurred presumably because Plaintiff and other aggrieved employees' wage statements were based on time records that were falsely manipulated by Defendants, which inaccurately listed Plaintiff and other aggrieved employees only worked exactly 8.0 hours per workday as part of Defendants overt practice of failing to track their hours worked in any manner whatsoever. As

1 a result, Defendants failed to ensure that Plaintiff and other aggrieved employees were being paid
2 at least the minimum wage for all hours actually worked, and failed to ensure that Plaintiff and
3 other aggrieved employees received proper overtime wages for all overtime hours worked, in
4 compliance with Wage Order 14.

5 11. In addition, Plaintiff and other aggrieved employees were not provided all legally
6 compliant meal periods due to Defendants' meal period policies and practices which fail to
7 provide a timely 30-minute duty-free first meal period (i.e. a first meal period commencing before
8 the end of the fifth hour of work). As an initial matter, Plaintiff and other aggrieved employees
9 were not allowed to leave Defendants' job-site premises for their meal periods, thus making them
10 inherently non-compliant. Furthermore, during the vast majority of the shifts that Plaintiff and
11 other aggrieved employees worked, their meal periods were either late, skipped, shortened, or
12 interrupted, and they were often instructed to work through the entirety of their shifts without any
13 breaks in an effort to meet the intense work demand placed upon them by Defendants. Despite
14 Defendants' failure to provide Plaintiff and the other aggrieved employees with all legally
15 compliant meal periods to which they were entitled, Defendants never compensated them with
16 the required meal period premiums, as mandated by Labor Code § 226.7.

17 12. Defendants also failed to authorize and permit Plaintiff and other aggrieved
18 employees to take all statutorily mandated rest periods. Plaintiff and the other employees would
19 be made to work through the entirety of their shifts and forced to forego rest periods in order to
20 meet the intense workloads imposed on them by Defendants. Due to the overwhelming workload
21 and the company culture, Plaintiff and the other aggrieved employees were not permitted to
22 exercise any compliant duty-free rest periods. Indeed, throughout the entirety of his employment
23 with Defendants, Plaintiff cannot ever recall being afforded anything resembling a legally-
24 compliant rest period. Rather, outside of the sparse occasions Plaintiff and other aggrieved
25 employees were afforded time for meal periods, they would be on-the-job working throughout
26 the entirety of their shifts. Further, upon information and belief during at least a portion of the
27 relevant time period, Defendants maintained no payroll code or other mechanism for the payment
28 of rest period premium payments under Labor Code § 226.7 in the event that a legally compliant

1 rest period was not authorized or permitted to Plaintiff and the other aggrieved employees.

2 13. Defendants also maintained inaccurate payroll records, and issued inaccurate and
3 deficient wage statements, in part due to Defendant's failure to pay all minimum wages, and meal
4 and rest period premium wages. Additionally, upon information and belief, Defendants wholly
5 failed to conform to the requirements of Labor Code Section 226(a) which requires that employers
6 issue accurate itemized statement in writing showing (1) gross wages earned, (2) total hours
7 worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate
8 if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made
9 on written orders of the employee may be aggregated and shown as one item, (5) net wages
10 earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the
11 employee and only the last four digits of their social security number or an employee
12 identification number other than a social security number, (8) the name and address of the legal
13 entity that is the employer. Rather, Defendants simply issued Plaintiff and other aggrieved
14 employees personal checks which wholly failed to include the vast majority of the information
15 mandated by the Labor Code.

16 14. Defendants also failed to pay all wages owed to Plaintiff and the other aggrieved
17 employees upon their separation of employment from Defendants, in part due to Defendants'
18 failure to pay all minimum/overtime wages, and meal and rest period premium wages.

19 15. Defendants failed to adequately reimburse Plaintiff for all reasonable and
20 necessary work expenditures. Plaintiff and the other aggrieved employees were required to
21 purchase tools and protective gear, such as: scissors, shirts, shoes, gloves, hats, pants, jackets,
22 sweaters, and face coverings. Despite being made to incur these expenditures necessary for the
23 performance of the job, Plaintiff was not ever provided any reimbursement for the purchase of
24 tools and protective gear for business purposes.

25 16. Defendants failed to meet its obligations to provide paid sick leave to Plaintiff and
26 other aggrieved employees under Labor Code §245.5(b) which requires that employers authorize
27 and permit its employees who worked 30 or more days within a year to accrue paid sick leave,
28 and to allow them to exercise paid sick leave on or after their 90th day of employment. Despite

meeting all of the statutory requirements for being able to accrue and utilize paid sick leave, Plaintiff and other aggrieved employees were not provided paid sick leave on those occasions where they needed to take a “sick day” in violation of Labor Code §245.5(b).

17. Finally, 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 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer’s workers’ compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave.

CLASS ACTION ALLEGATIONS

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

- a. The Minimum Wage Class consists of all current and former non-exempt employees of Defendants in California who were subject to Defendants’ timekeeping systems and/or practices, during the four years immediately preceding the filing of this lawsuit through the present;
- b. The Overtime Wage Class consists of all current and former non-exempt employees of Defendants who performed work for in California and who worked overtime hours during the four years immediately preceding the filing of this lawsuit through the present;
- c. The Meal Period Class consists of all current and former non-exempt employees of Defendants in California in California who: worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work, and who do not have a

corresponding meal period premium payment made for such shifts during the four years preceding the filing of this lawsuit through the present;

d. The Rest Period Class consists of all current and former non-exempt employees of Defendants in California who worked at least one shift of 3.5 hours or more, during the four years immediately preceding the filing of the Complaint through the present;

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

f. The Employee Expense Class consists of all Defendants' current and former non-exempt employees in California who: (i) were not reimbursed for necessary tools and equipment; and/or (ii) uniform expenses necessarily incurred in the performance of their duties during the four years immediately preceding the filing of the Complaint through the present; and

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

19. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than eighty (80) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

20. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those

common questions include, without limitation:

- i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194, 1194.2, and 1197;
- ii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;
- iii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and Wage Order 14 by requiring members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iv. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- v. Whether Defendants provided all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- vi. Whether Defendants failed to reimburse members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their duties;
- vii. Whether Defendants provided accurate, itemized wage statements to members of the Classes; and
- viii. 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.

21. **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, wage statement policies and practices, and the policies and practices regarding the timely payment of final wages.

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.

22. **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, was provided inaccurate wage statements, and was not paid all wages earned at the time of his separation of employment.

23. **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.

24. **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

1 employees who would be disinclined to file an action against their former and/or current employer
2 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
3 employment. Further, the prosecution of separate actions by the individual class members, even
4 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
5 with respect to the individual class members against Defendants herein; and which would
6 establish potentially incompatible standards of conduct for Defendants; and/or legal
7 determinations with respect to individual class members which would, as a practical matter, be
8 dispositive of the interest of the other class members not parties to adjudications or which would
9 substantially impair or impede the ability of the class members to protect their interests. Further,
10 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
11 individual prosecution considering all of the concomitant costs and expenses attending thereto.
12 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
13 Civil Procedure.
14

15 **FIRST CAUSE OF ACTION**

16 **MINIMUM WAGE VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

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

19 26. Wage Order 14, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
20 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
21 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
22 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
23 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
24 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
25 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
26 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
27 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
28 and Wage Order 14.

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

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

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

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

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

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

1 in the Wage Order.

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

7 **THIRD CAUSE OF ACTION**

8 **MEAL PERIOD VIOLATIONS**

9 **(AGAINST ALL DEFENDANTS)**

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

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

18 36. As a result, Defendants are responsible for paying premium compensation for meal
19 period violations including interest thereon, as well as statutory penalties, civil penalties, and
20 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 14, and Civil Code §§
21 3287(b) and 3289.

22 **FOURTH CAUSE OF ACTION**

23 **REST PERIOD VIOLATIONS**

24 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

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

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

44. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their

1 earned wages upon separation from employment results in a continued payment of wages up to
2 thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time
3 Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees
4 and costs of suit.

5 **SIXTH CAUSE OF ACTION**

6 **WAGE STATEMENT VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

23 **SEVENTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(AGAINST ALL DEFENDANTS)**

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

27 50. Defendants have engaged and continue to engage in unfair and/or unlawful
28 business practices in California in violation of California Business and Professions Code § 17200

1 *et seq.*, by failing to pay Plaintiff and the Classes all minimum & overtime wages, provide all
2 required meal periods and authorize and permit all rest periods, or pay premium payments in lieu
3 thereof, failing to furnish accurate, itemized wage statements, and willfully failing to timely pay
4 Plaintiff and members of the Waiting Time class all final wages due upon separation of
5 employment.

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

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

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

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

22 **EIGHTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

24 **(AGAINST ALL DEFENDANTS)**

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

26 56. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
27 states that "an employer shall indemnify his or her employees for all necessary expenditures or
28 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of

1 his or her obedience to the directions of the employer...”

2 57. Due to Defendants’ unlawful policy and practice of requiring employees to
3 purchase tools and protective gear for work purposes, Defendants have violated Labor Code §
4 2802.

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

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

11 **NINETH CAUSE OF ACTION**

12 **PRIVATE ATTORNEYS GENERAL ACT**

13 **(AGAINST ALL DEFENDANTS)**

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

15 61. Defendants have committed several Labor Code violations against Plaintiff and
16 other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor
17 Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this
18 representative action against Defendants to recover the civil penalties due to Plaintiff, the
19 members of the Classes, other aggrieved employees, and the State of California according to
20 proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1)
21 \$100.00 for each initial violation for each failure to pay each employee and \$200 for each
22 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each
23 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each
24 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per
25 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
26 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
27 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
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1 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
2 subsequent violation per employee per pay period for those violations of the Labor Code for
3 which no civil penalty is specifically provided, based on the following Labor Code Sections:

4 a. Failing to pay minimum wages for all hours worked to Plaintiff, the
5 Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 558,
6 1182.12, 1194, 1194.2, 1197, and 1198;

7 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees
8 all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and
9 1198;

10 c. Failing to provide all legally required meal periods, and failure to pay meal
11 period premium wages, to Plaintiff, the Meal Period Class and other aggrieved employees
12 at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 558, and
13 1198;

14 d. Failing to authorize and permit all legally required rest periods, and failure
15 to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved
16 employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516,
17 558, and 1198;

18 e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
19 employees with complete, accurate, itemized wage statements in violation of Labor Code
20 § 226;

21 f. Failing to reimburse Plaintiff, the Employee Expense Class, and other
22 aggrieved employees for all necessary work expenses incurred in violation of Labor Code
23 § 2802;

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

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

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

4 62. On March 10, 2025, Plaintiff notified Defendants via certified mail, and notified
5 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
6 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
7 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the
8 California Labor Code identified in Paragraph 61 (a)-(i). Now that sixty-five days have passed
9 from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not
10 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
11 administrative requirements for bringing a claim under the Private Attorneys General Act with
12 respect to these violations.

13
14 63. Plaintiff was compelled to retain the services of counsel to file this court action to
15 protect his interests and the interests of other similarly aggrieved employees, and to assess and
16 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and
17 costs, which he is entitled to receive under California Labor Code § 2699(g).

18 **PRAYER**

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

- 21 1. For an order certifying the proposed Classes;
- 22 2. For an order appointing Plaintiff as representative of the Classes;
- 23 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 24 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
25 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
26 1198 and Wage Order 14 § 4(A);
- 27 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
28 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and

1 Wage Order 14 § 3(A);

2 6. Upon the Third Cause of Action, for compensatory, consequential, general and
3 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

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

6 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
7 Labor Code §§ 201-203;

8 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
9 226;

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

13 11. Upon the Eighth Cause of Action, for compensatory, consequential, general, and
14 special damages according to proof pursuant to Labor Code § 2802;

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

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

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

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

Dated: May 16, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:



Daniel J. Brown
Ethan C. Surls
Liana C. Pestana
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: May 16, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:



Daniel J. Brown
Ethan C. Surls
Liana C. Pestana
Attorneys for Plaintiff

1
2 **PROOF OF SERVICE**

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

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

7 On May 16, 2025, I served the document listed below on the parties in this action as follows:

8 - **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION**
9 **COMPLAINT**

10 ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for
11 deposit in the U.S. Postal Service at my place of business at Venice, California,
12 following the ordinary business practices of my place of business. I am readily familiar
13 with the business practice at my place of business for collection and processing of
14 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.

15 ☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the
16 document(s) listed above to the email address(es) of the person(s) set forth on the
17 attached service list from the email address assistant@stansburybrownlaw.com. I did
18 not receive, within a reasonable time after the transmission, any electronic message or
19 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.

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

22 Executed on May 16, 2025, at South Gate, CA.

23 *Laura Romero*

24 _____
25 Laura Romero
26
27
28

SERVICE LIST

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