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ELECTRONICALLY
FILED
BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KINGS COUNTY
07/10/2025
NOCONA SOBOLESKI, CLERK OF THE COURT
JULIENNE DE SANTOS, DEPUTY



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

EMMANUEL ESPINOZA, as an individual,
and on behalf of all others similarly situated,

Plaintiff,

v.

FAMILY RANCH, INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 25CU0195

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

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, AND 1197);**
- (2) **FAILURE TO PAY OVERTIME
WAGES (LABOR CODE §§ 204, 510,
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) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226 *et seq.*);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (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 EMMANUEL ESPINOZA (hereinafter “Plaintiff”), as an individual, and on
2 behalf of all others similarly situated, hereby brings this First Amended Class and Representative
3 Action Complaint against FAMILY RANCH, INC., and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this First Amended Class and Representative Action
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12,
9 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2810.5 and relevant Industrial Welfare Commission
10 Wage Orders (“Wage Orders”), in addition to seeking declaratory relief and restitution. This
11 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to 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 §§ 201-204, 226 *et seq.*, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et*
28 *seq.*, 2802, 2810.5 and California Business and Professions Code § 17200 *et seq.* (“Unfair

Competition Law”), and relevant Wage Orders.

4. Plaintiff is informed and believes, and based thereon alleges, that during the four years preceding the filing of the Complaint and continuing to the present, Defendants did (and continue to do) business in the agricultural industry, 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 alleges, 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 began employment with Defendants in approximately April of 2021 and remained employed by Defendants through July 24, 2024. Plaintiff worked primarily as a tractor driver; he was also charged with loading and unloading its contents. He was generally scheduled to work 6-7 days in a week, Monday through Saturday, but sometimes worked Sundays also, with his daily schedule being approximately 5:45a.m. to 2:15p.m., but he often worked longer.

10. Mr. Espinoza would arrive early in compliance with Defendants' mandates, which required daily work off the clock loading the tractor and preparing it for service. On a daily basis, Mr. Espinoza estimates he spent 35-40 minutes performing off-the-clock duties each morning, and another 30 minutes post-shift performing off-the-clock duties, primarily on unloading the tractors. Overall, on information and belief, Plaintiff estimates that he and other non-exempt employees spent at least approximately 400 minutes each week working off the clock. Although Plaintiff was generally scheduled to work 6 days per week, Monday-Saturday, he sometimes worked Sundays—7 days per week total. The 400 minutes estimate does not account for any off-the-clock work performed on the seventh day.

11. Furthermore, Plaintiff and other non-exempt employees worked weekly overtime hours, based on the requirements of the Wage Orders, but did not receive overtime compensation equal to one and one-half times their regular rates of pay for all overtime hours worked. As described above, Plaintiff estimates that he and other non-exempt employees spent at least approximately 400 minutes each week working off the clock, but did not receive overtime compensation for this time worked.

12. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and other non-exempt employees were not paid for all hours worked as Defendants would not accurately keep track of their actual hours worked. Upon information and belief, the time records maintained by Defendants similarly were not reflective of the actual number of hours that Plaintiff and other non-exempt employees actually worked. This is in part due to Defendants insisting Mr. Espinoza and other aggrieved employees pre-sign blank timesheets which the foreman would then fill in. This practice is furthered evidenced by Defendants' paystubs, which indicate

1 consistent rounding to the half or quarter hour so as to pay them on a systemic basis for less time
2 than they actually worked. In addition, Defendants would avoid paying overtime by paying
3 Plaintiff and other non-exempt employees cash onsite for sixth and seventh (weekend) days
4 worked at their regular hourly rate of pay. Furthermore, beyond the issue of failing to pay all
5 overtime and hours to which Plaintiff and other non-exempt employees were duly entitled by
6 virtue of their shifts regularly exceeding 8 hours, Defendants routinely failed to pay Plaintiff and
7 other non-exempt employees for all hours worked whatsoever.

8 13. Moreover, Defendants failed to pay Plaintiff and other non-exempt employees at
9 the proper overtime rate of pay for the seventh consecutive day worked in a workweek.

10 14. As a result, Defendants failed to ensure that Plaintiff and other non-exempt
11 employees were being paid at least the minimum wage for all hours actually worked, and failed
12 to ensure that he and other non-exempt employees received proper overtime wages for all
13 overtime hours worked, in compliance with the Wage Orders.

14 15. Plaintiff and other non-exempt employees were not provided with a legally
15 compliant, uninterrupted 30-minute first meal period no later than the end of their fifth hour of
16 work while working. Indeed, on many occasions Plaintiff and other non-exempt employees were
17 not able to take their first meal period before the end of the fifth hour, and also did not receive a
18 full 30 minute uninterrupted meal period, in part due to Defendants' poor timekeeping practices
19 and instance on truncated meal periods often lasting only 15 minutes.

20 16. Similarly, Defendants did not provide Plaintiff and other non-exempt employees
21 with a legally compliant, uninterrupted 30-minute second meal period no later than the end of the
22 tenth hour, when they worked shifts of 10.0 hours or more. On information and belief, Plaintiff
23 and other non-exempt employees experienced second-meal period violations. Defendants
24 maintained a policy and practice whereby Plaintiff and other non-exempt employees had to skip
25 lawful second meal periods. Plaintiff does not recall taking second meal periods, nor does he
26 recall ever being advised of this entitlement.
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1 17. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt
2 employees to take all lawful paid meal periods, due to their uniform and unlawful practices,
3 Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their
4 regular rate for each meal period violation as required by Labor Code § 226.7. Upon information
5 and belief, during at least a portion of the class period, Defendants maintained no consistent
6 payroll code or another mechanism for the payment of meal period premiums in the event Plaintiff
7 and other non-exempt employees were not authorized to take lawful meal periods.

8 18. In addition, Plaintiff and other non-exempt employees were not authorized to take
9 all legally required rest periods. Specifically, Plaintiff and other non-exempt employees were not
10 provided with two uninterrupted rest periods (to the extent they were provided with any rest
11 periods) within the first 8 hours worked. Plaintiff alleges his authorized rest periods were
12 generally short, and he was often required to work through them or drive to another field or farm
13 location during this time.

14 19. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt
15 employees to take all lawful paid rest periods, due to their uniform and unlawful practices,
16 Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their
17 regular rate for each rest period violation as required by Labor Code § 226.7. Upon information
18 and belief, during at least a portion of the class period, Defendants maintained no payroll code or
19 another mechanism for the payment of rest period premiums in the event Plaintiff and other non-
20 exempt employees were not authorized to take lawful rest periods.

21 20. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-
22 exempt employees for all reasonable and necessary work expenditures, including but not limited
23 to, requiring Plaintiff and other non-exempt employees to use their personal cells phones to
24 receive communications from the fields, and to purchase gloves for tree-trimming in winter.
25 Plaintiff was never provided any reimbursement for these necessary uses.

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

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

15 23. In part due to Defendants' inaccurate payroll records, Defendants also failed to
16 timely Plaintiff and other non-exempt employees final and full wages upon separation from
17 employment, in violation of Labor Code §§ 201-202.

18 24. Defendants failed to conform to the requirements of Labor Code § 2810.5 by
19 failing to provide Plaintiff and other non-exempt employees written notices, in the language
20 normally used to communicate employment related information to the employees, containing
21 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
22 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
23 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
24 employer; vii) identifying information for the employer's workers' compensation insurance
25 carrier; and viii) information informing the employee of their right to accrue and use paid sick
26 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other non-
27 exempt employees, Defendants failed to do so, in violation of Labor Code § 2810.5.
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1 **CLASS ACTION ALLEGATIONS**

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

- 4 a. The Minimum Wage Class consists of all current and former non-exempt
5 employees of Defendants who performed work in California and were subject to
6 Defendants' timekeeping systems and/or practices during the four years
7 immediately preceding the filing of this lawsuit through the present.
- 8 b. The Overtime Wage Class consists of all current and former non-exempt
9 employees of Defendants in California who worked overtime hours and were
10 undercompensated as a result of Defendants' timekeeping systems and/or
11 practices, during the four years immediately preceding the filing of this lawsuit
12 through the present.
- 13 c. The Meal Period Class consists of all current and former non-exempt employees
14 of Defendants who performed work in California and (i) worked at least one shift
15 in excess of 5.0 hours without an uninterrupted meal period of at least 30 minutes
16 in duration commencing prior to the conclusion of the fifth hour of work, and/or
17 (ii) worked at least one shift in excess of 10.0 hours without a second meal period
18 of at least 30 minutes in duration commencing prior to the conclusion of the tenth
19 hour of work, and who do not have a corresponding meal period premium payment
20 made for such shifts during the four years preceding the filing of this lawsuit
21 through the present.
- 22 d. The Rest Period Class consists of all current and former non-exempt employees of
23 Defendants who performed work in California and who (i) worked at least one
24 shift in excess of 3.5 hours where they were deprived of a first or second rest period
25 during the four years immediately preceding the filing of this lawsuit through the
26 present, and/or (ii) were not provided a lawful third rest period for every four
27 hours, or major fraction thereof, worked beyond the initial 8-hour work day, and
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who do not have a corresponding rest period premium payment made for such shifts during the four years preceding the filing of this lawsuit through the present.

e. The Wage Statement Class consists of all members of the Rest Period Class, Minimum Wage Class, Overtime 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 current and former non-exempt employees of Defendants in California who were not reimbursed for expenses in the performance of their job duties, including, but not limited to (i) utilization of their personal cell phones, and (ii) any tools and equipment during the four years immediately preceding the filing of this lawsuit to the present.

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

26. **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 two hundred (200) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;

- 1 ii. Whether Defendants’ timekeeping policies/practices resulted in the failure to
2 properly compensate members of the Minimum Wage Class;
- 3 iii. Whether Defendants violated the applicable Labor Code provisions, including, but
4 not limited to, §§ 510 and 1194 and IWC Wage Orders by requiring members of
5 the Overtime Wage Class to perform overtime work and not paying for said work
6 in accordance with the overtime laws of the State of California;
- 7 iv. Whether Defendants provided all legally compliant meal periods to members of
8 the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- 9 v. Whether Defendants provided all legally compliant rest periods to members of the
10 Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- 11 vi. Whether Defendants failed to reimburse members of the Employee Expense Class
12 for business expenditures necessarily incurred in the performance of their duties;
- 13 vii. Whether Defendants provided accurate, itemized wage statements to members of
14 the Wage Statement Class pursuant to Labor Code § 226, *et seq.*); and
- 15 viii. Whether Defendants’ policies and/or practices for the timing and amount of
16 payment of final wages to members of the Waiting Time Class at the time of
17 separation from employment were lawful.

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19 28. **Predominance of Common Questions:** Common questions of law and fact
20 predominate over questions that affect only individual members of the Classes. The common
21 questions of law set forth above are numerous and substantial and stem from Defendants’ policies
22 and/or practices applicable to each individual class member, such as Defendants’ uniform
23 timekeeping policies and practices, meal and rest period policies and practices, and wage
24 statement policies and practices. As such, the common questions predominate over individual
25 questions concerning each individual class member’s showing as to his or her eligibility for
26 recovery or as to the amount of his or her damages.

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

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

12 31. **Superiority:** The California Labor Code is broadly remedial in nature and serves
13 an important public interest in establishing minimum working conditions and standards in
14 California. These laws and labor standards protect the average working employee from
15 exploitation by employers who have the responsibility to follow the laws and who may seek to
16 take advantage of superior economic and bargaining power in setting onerous terms and
17 conditions of employment. The nature of this action and the format of laws available to Plaintiff
18 and members of the Classes make the class action format a particularly efficient and appropriate
19 procedure to redress the violations alleged herein. If each employee were required to file an
20 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
21 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
22 their vastly superior financial and legal resources. Moreover, requiring each member of the
23 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
24 employees who would be disinclined to file an action against their former and/or current employer
25 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
26 employment. Further, the prosecution of separate actions by the individual class members, even
27 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
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1 with respect to the individual class members against Defendants herein; and which would
2 establish potentially incompatible standards of conduct for Defendants; and/or legal
3 determinations with respect to individual class members which would, as a practical matter, be
4 dispositive of the interest of the other class members not parties to adjudications or which would
5 substantially impair or impede the ability of the class members to protect their interests. Further,
6 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
7 individual prosecution considering all of the concomitant costs and expenses attending thereto.
8 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
9 Civil Procedure.

10 **FIRST CAUSE OF ACTION**
11 **MINIMUM WAGE VIOLATIONS**
12 **(AGAINST ALL DEFENDANTS)**

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

14 33. Industrial Welfare Commission (“IWC”) Wage Orders and California Labor Code
15 §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours
16 worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an
17 employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may
18 recover the unpaid balance together with attorneys’ fees and costs of suit, as well as liquidated
19 damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant
20 times herein, Defendants failed to conform their pay practices to the requirements of the law by
21 failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but
22 not limited to, all hours he was subject to the control of Defendants and/or suffered or permitted
23 to work under the California Labor Code and IWC Wage Orders.

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

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

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

12 **SECOND CAUSE OF ACTION**

13 **FAILURE TO PAY ALL OVERTIME WAGES**

14 **(AGAINST ALL DEFENDANTS)**

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

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

20 39. At all times relevant herein, Defendants were required to properly compensate
21 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
22 Labor Code § 1194 and IWC Wage Orders. IWC Wage Orders require an employer to pay
23 overtime wages when an employee's hours worked cross certain thresholds or meet certain
24 criteria set forth in the Wage Orders.

25 40. The foregoing policies and practices are unlawful and create entitlement to
26 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
27 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
28 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, IWC Wage Orders,
and Code of Civil Procedure § 1021.5.

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

42. Plaintiff is informed and believes, and based thereon alleges, that Defendants in their affirmative obligation to provide all of their non-exempt employees in California, including Plaintiff and members of the Meal Period Class with all legally compliant meal periods in accordance with the mandates of the California Labor Code and IWC Wage Orders. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal Period Class at their respective regular rate of pay, in accordance with California Labor Code §§ 510, 226.7, and 512.

FOURTH CAUSE OF ACTION

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

FIFTH CAUSE OF ACTION
WAGE STATEMENT VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

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

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

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

SIXTH CAUSE OF ACTION
WAITING TIME PENALTIES
(AGAINST ALL DEFENDANTS)

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

53. 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.

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

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

14 **SEVENTH CAUSE OF ACTION**
15 **UNFAIR COMPETITION**
16 **(AGAINST ALL DEFENDANTS)**

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

18 57. Defendants have engaged and continue to engage in unfair and/or unlawful
19 business practices in California in violation of California Business and Professions Code § 17200
20 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all
21 required meal and rest periods, or pay premium payments in lieu thereof, failing to furnish
22 accurate, itemized wage statements, and failing to reimburse for necessary business expenses.

23 58. Defendants' utilization of these unfair and/or unlawful business practices deprived
24 Plaintiff and continues to deprive members of the Classes of compensation to which they are
25 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage
26 over Defendants' competitors who have been and/or are currently employing workers and
27 attempting to do so in honest compliance with applicable wage and hour laws.
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1 59. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
2 herein, Plaintiff for herself and on behalf of the members of the Classes, seek full restitution of
3 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
4 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

7 61. Plaintiff is compelled to retain the services of counsel to file this court action to
8 protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf
9 of Defendants' current non-exempt employees, and to enforce important rights affecting the
10 public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs,
11 which she is entitled to recover under Code of Civil Procedure § 1021.5.

12 **EIGHTH CAUSE OF ACTION**

13 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

14 **(AGAINST ALL DEFENDANTS)**

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

16 63. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
17 states that "an employer shall indemnify his or her employees for all necessary expenditures or
18 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
19 his or her obedience to the directions of the employer..."

20 64. Due to Defendants' unlawful policy and practice of requiring employees to utilize
21 their personal cell phones in the performance of their work duties, Defendants have violated Labor
22 Code § 2802.

23 65. Plaintiff and the members of the Employee Expense Class are entitled to attorneys'
24 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

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

1 **NINTH CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

4 67. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though
5 fully set forth herein.

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

- 23 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
24 Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-
25 552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
26 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
27 earned overtime compensation in violation of Labor Code §§ 204, 510, 558,
28 1194, and 1198;

- 1 c. Failing to authorize and permit all legally required rest periods, and failure to
2 pay rest period premium wages, to Plaintiff, the Rest Period Class, and other
3 aggrieved employees at the regular rate of compensation in violation of Labor
4 Code §§ 226.7, 516, and 558;
- 5 d. Failing to provide all legally required meal periods, and failure to pay meal
6 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
7 employees at the regular rate of compensation in violation of Labor Code §§
8 226.7, 512, and 1198;
- 9 e. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved
10 employees for necessary business expenditures incurred by Plaintiff, the
11 Employee Expense Class and other aggrieved employees in violation of Labor
12 Code §§ 2800, 2802 and 2804;
- 13 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
14 employees with complete, accurate, itemized wage statements in violation of
15 Labor Code § 226;
- 16 g. Failing to timely pay all final wages and compensation earned by Plaintiff, the
17 Waiting Time Class, and other aggrieved employees at the time of separation
18 in violation of Labor Code §§ 201, 202, and 203;
- 19 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
20 twice during each calendar month in violation of Labor Code § 204;
- 21 i. Failing to permit and authorize Plaintiff and other non-exempt to exercise the
22 use of their accrued paid sick leave days in violation of Labor Code § 245.5,
23 246, and 248.5;
- 24 j. Failing to provide legally mandated disclosures and/or written notices
25 regarding the terms of employment of Plaintiff and other aggrieved employees
26 in violation of Labor Code § 2810.5;
- 27 k. Failing to pay all agreed-upon wages, including bonus wages accrued, to
28 Plaintiff and other aggrieved employees, in violation of Labor Code §§ 204

and 221-223;

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

69. On April 29, 2025 Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 68 (a)-(l). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and IWC Wage Orders;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and IWC Wage Orders;

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

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

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

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

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

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

26 13. Prejudgment interest on all due and unpaid wages pursuant to California Labor
27 Code § 218.6 and Civil Code §§ 3287 and 3289;
28

1 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
2 §226, and Code of Civil Procedure § 1021.5; and

3 15. For such other and further relief the Court may deem just and proper.
4

5 Respectfully submitted,
6 Dated: July 10, 2025 STANSBURY BROWN LAW, PC

7 By: DB
8 Daniel J. Brown
9 Kathleen J. Becket
10 Attorneys for Plaintiff

11 **DEMAND FOR JURY TRIAL**

12
13 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

14 Respectfully submitted,
15 Dated: July 10, 2025 STANSBURY BROWN LAW, PC

16
17 By: DB
18 Daniel J. Brown
19 Kathleen J. Becket
20 Attorneys for Plaintiff

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PROOF OF SERVICE

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

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

On July 10, 2025, I served the document listed below on the parties in this action as follows:

I. FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.

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

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

Executed on July 10, 2025, at South Gate, CA.

Laura Romero

Laura Romero

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