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Attorneys for Plaintiff JOSE ALFREDO ALVAREZ ALANIZ,
on behalf of the general public as private attorney general

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6/9/2025 10:12 AM
Superior Court of California
County of Fresno
By: Jonathan Maddon, Deputy

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

JOSE ALFREDO ALVAREZ ALANIZ, on
behalf of the general public as private attorney
general,

Plaintiff,

v.

BEE SWEET CITRUS, INC., a California
Corporation and DOES 1-50, inclusive,

Defendant.

Case No. **25CECG02701**

ASSIGNED FOR ALL PURPOSES TO:
JUDGE:
DEPT:

**PAGA REPRESENTATIVE ACTION
COMPLAINT PURSUANT TO THE
PRIVATE ATTORNEYS GENERAL ACT
(Labor Code §§ 2698 et seq).**

COMES NOW Plaintiff JOSE ALFREDO ALVAREZ ALANIZ (“Plaintiff”), on behalf the general public and all non-exempt aggrieved employees, acting on behalf of the California Attorney General as private attorney general, asserts claims against Defendant BEE SWEET CITRUS, INC., a California Corporation and DOES 1-50, inclusive (collectively “Defendant”) and alleges on information and belief as follows:

I. INTRODUCTION

1. This is a representative action for recovery of penalties under the Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code sections 2698 *et seq.* PAGA permits “aggrieved employees” to bring a lawsuit as a representative action on behalf of the general public as private attorney general and all other current and former aggrieved employees, to recover civil penalties and address an employer’s violations of the California Labor Code.

2. In this case, Defendant violated various provisions of the California Labor Code. As set forth below, Defendant implemented policies and practices which led to unpaid wages resulting from Defendant’s: (a) failure to pay minimum and overtime wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay wages timely during employment; and (e) failure to provide accurate itemized wage statements. As a result Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the general public as private attorney general and all other aggrieved employees.

II. JURISDICTION AND VENUE

3. The California Superior Court has jurisdiction over this action pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all cases except those given by statute to other trial courts.” The statutes under which this action is brought do not give jurisdiction to any other court.

4. This Court has jurisdiction over Defendant because, upon information and belief, Defendant either has sufficient minimum contacts in California, or otherwise intentionally avails itself of the California market so as to render the exercise of jurisdiction over it by the California Courts consistent with traditional notions of fair play and substantial justice.

1 5. Venue as to each Defendant is proper in this judicial district pursuant to Code of
2 Civil Procedure section 395. Defendant is doing business throughout California, including but not
3 limited to Fresno County, and each Defendant is within the jurisdiction of this Court for service of
4 process purposes. The unlawful acts alleged herein have a direct effect on Plaintiff and all other
5 aggrieved employees within the State of California. Defendant employs numerous aggrieved
6 employees in in the State of California.

7 6. On information and belief, Defendant has conducted business within the State of
8 California during the purported liability period and continue to conduct business throughout the
9 State of California. The unlawful acts alleged herein have had a direct effect on Plaintiff, and the
10 similarly situated aggrieved employees within California.

11 7. The California Superior Court also has jurisdiction in this matter because on
12 information and belief there are no federal questions at issue, as the issues herein are based solely
13 on California statutes and law, including the California Labor Code, the IWC Wage Orders, the
14 California Code of Civil Procedure, the California Civil Code, and the California Business and
15 Professions Code.

16 8. On information and belief, during the statutory liability period and continuing to
17 the present ("liability period"), Defendant consistently maintained and enforced against
18 Defendant's aggrieved Employees, among others, the following unlawful practices and policies,
19 in violation of California state wage and hour laws: (a) failure to pay minimum and overtime
20 wages, (b) failure to provide meal periods, (c) failure to provide rest periods, (d) failure to pay
21 wages timely during employment; and (e) failure to provide accurate itemized wage statements.

22 9. On information and belief, during the statutory liability period and continuing to
23 the present, Defendant has had a consistent policy of failing to pay wages including overtime
24 wages for hours worked while subject to the control of Defendant.

25 10. On information and belief, during the statutory liability period and continuing to
26 the present, Defendant has failed to provide meal periods to Plaintiff and aggrieved employees.
27 Defendant has also failed to provide meal premiums for missed meal periods.
28

11. On information and belief, during the statutory liability period and continuing to the present, Defendant has failed to provide rest periods to Plaintiff and aggrieved employees. Defendant has also failed to provide rest premiums for missed rest periods.

12. On information and belief, during the statutory liability period and continuing to the present, Defendant has had a consistent policy of failing to timely pay wages during Plaintiff and Aggrieved Employees' employment.

13. On information and belief, during the statutory liability period and continuing to the present, Defendant has failed to provide Plaintiff and aggrieved employees accurate itemized wage statements.

14. Plaintiff on behalf of the general public as private attorney general and all other aggrieved employees bring this action pursuant to Labor Code 2698, et. seq. for violations enumerated under 2699.5 as follows: sections 201-204, 226, 510, 558, 226.3, 1174, 1174.5, 1175, 1194, 1197, 1197.1, 1198, and seeking penalties, interest, attorneys' fees and costs.

III. PARTIES

A. Plaintiff

15. Plaintiff, JOSE ALFREDO ALVAREZ ALANIZ, was at all times relevant to this action, a resident of California. Plaintiff was employed by Defendant during July of 2023 as a Non-Exempt Employee with the title of Warehouse Supervisor and worked during the liability period until separation from his employment in November 2024.

16. As Defendant's employee, Plaintiff, and all other aggrieved employees were regularly required to and subsequently suffered:

- a) to perform work subject to the control of the employer without being compensated all wages including overtime, all in violation of California labor laws, regulations, and the Industrial Welfare Commission Wage Order (“IWC”);
- b) not provided meal periods nor paid premium wages;
- c) not provided rest periods nor paid premium wages;
- d) not paid timely during their employment; and

1 e) not provided accurate itemized wage statements.

2 17. On information and belief, Defendant willfully failed to pay all earned wages in
3 the form regular wages and overtime wages, to its Non-Exempt Employees and members of the
4 Representative Group; nor have Defendant returned to Plaintiff or members of the
5 Representative Group, upon or after separation from employment with Defendant, all wages
6 earned and owing. Plaintiff seeks penalties under Labor Code 2698, *et. seq.* on behalf of the
7 general public as private attorney general and all other aggrieved employees.
8

9 **B. Defendant**

10 18. Defendant, BEE SWEET CITRUS, INC. is a California Corporation that operates
11 as a produce wholesaler. Defendant operates 1 location in California. Plaintiff estimates there are
12 in excess of one hundred (100) Non-Exempt Employees who work or have worked for Defendant
13 over the last year.
14

15 19. Other than identified herein, Plaintiff is unaware of the true names, capacities,
16 relationships and extent of participation in the conduct alleged herein, of the Defendant sued as
17 DOES 1 through 50, but is informed and believes and thereon alleges that said Defendant are
18 legally responsible for the wrongful conduct alleged herein and therefore sues these Defendant by
19 such fictitious names. Plaintiff will amend this complaint when their true names and capabilities
20 are ascertained.

21 20. Plaintiff is informed and believes and thereon alleges that each Defendant, directly
22 or indirectly, or through agents or other persons, employed Plaintiff and other members of the
23 Representative Group, and exercised control over their wages, hours, and working conditions.
24 Plaintiff is informed and believes and thereon alleges that each Defendant acted in all respects
25 pertinent to this action as the agent of the other Defendant, carried out a joint scheme, business
26 plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally attributable
27 to the other Defendant.
28

1 compensation/remuneration in the regular rate including but not limited to bonuses, sick pay, meal
2 premiums, incentives, commissions, shift differentials, and other compensation for overtime
3 calculation purposes.

4 31. During the relevant time, as a consequence of Defendant's staffing and scheduling
5 practices, work demands, and Defendant's policies and practices, Defendant frequently failed to
6 provide Plaintiff and Aggrieved Employees timely, legally complaint uninterrupted 30-minute
7 meal periods on shifts over five hours as required by law.

8 32. Plaintiff and Aggrieved Employees were often required to perform off-the-clock
9 tasks while they were supposed to be on their meal periods.

10 33. On information and belief, Plaintiff and Aggrieved Employees did not waive their
11 rights to meal periods under the law.

12 34. Plaintiff and Aggrieved Employees were not provided with valid lawful on-duty
13 meal periods.

14 35. Plaintiff and Aggrieved Employees were prohibited from leaving the premises
15 during their meal periods.

16 36. Plaintiff and Aggrieved Employees were prohibited from leaving the premises
17 during their rest periods.

18 37. Despite the above-mentioned meal period violations, Defendant failed to
19 compensate Plaintiff, and on information and belief, failed to compensate Aggrieved Employees,
20 one additional hour of pay at their regular rate as required by California law when meal periods
21 were not timely or lawfully provided in a compliant manner.

22 38. Plaintiff is informed and believes, and thereon alleges, that Defendant know, should
23 know, knew, and/or should have known that Plaintiff and Aggrieved Employees were entitled to
24 receive premium wages based on their regular rate of pay under California Labor Code § 226.7
25 but were not receiving such compensation.

26 39. Plaintiff was required to work during meal periods every work day throughout the
27 liability period. Defendant had knowledge that Plaintiff was working through his meal periods,
28

1 yet still failed to compensate with meal premium pay.

2 40. In addition, during the relevant time frame, Plaintiff and the Non-Exempt
3 Employees were systematically not authorized and permitted to take one net ten-minute paid, rest
4 period for every four hours worked or major fraction thereof, which is a violation of the California
5 Labor Code and IWC wage order.

6 41. Defendant maintained and enforced scheduling practices, policies, and imposed
7 work demands that frequently required Plaintiff and Aggrieved Employees to forego their lawful,
8 paid rest periods of a net ten minutes for every four hours worked or major fraction thereof. Such
9 requisite rest periods were not timely authorized and permitted as a result of Defendant's failure
10 to provide relief for Plaintiff and Aggrieved Employees to take their lawfully required breaks.
11 Plaintiff was not given a third rest break on the aforementioned ten (10) hour and above work days.

12 42. Despite the above-mentioned rest period violations, Defendant did not compensate
13 Plaintiff, and on information and belief, did not pay Aggrieved Employees one additional hour
14 of pay at their regular rate as required by California law, including California Labor Code § 226.7
15 and the applicable IWC wage order, for each day on which lawful rest periods were not authorized
16 and permitted.

17 43. Plaintiff is informed and believes, and based thereon alleges, that Defendant knew
18 or should have known that Plaintiff and the other aggrieved employees were entitled to receive all
19 wages owed to them during their employment. Plaintiff and the other aggrieved employees did not
20 receive payment of all wages, including overtime and minimum wages and meal and rest period
21 premiums, within any time permissible under California Labor Code section 204.

22 44. During the relevant time period, Defendant failed to pay Plaintiff and the other
23 aggrieved employees all wages within any time permissible under California law, including, inter
24 alia, California Labor Code section 204.

25 45. Upon information and belief, Defendant knew and or should have known that it is
26 improper to implement policies and commit unlawful acts such as:

27 (a) requiring employees to work four (4) hours or a major fraction thereof without
28

1 being provided a minimum ten (10) minute rest period and without compensating the employees
2 with one (1) hour of pay at the employees' regular rate of compensation for each workday that a
3 rest period was not provided;

4 (b) requiring employees to work in excess of five (5) hours or ten (10) hours per day
5 without being provided an uninterrupted thirty minute meal period and/or a second meal period,
6 and without compensating employees with one (1) hour of pay at the regular rate of compensation
7 for each workday that such a meal period was not provided;

8 (c) failing to pay overtime and minimum wages;

9 (d) failing to timely pay wages during employment;

10 (e) failing to maintain accurately itemized wage statements.

11 46. In addition to the violations above, and on information and belief, Defendant knew
12 they had a duty to compensate Plaintiff and Aggrieved Employees for the allegations asserted
13 herein, and that Defendant had the financial ability to pay such compensation, but willfully,
14 knowingly, recklessly, and/or intentionally failed to do so.

15 47. Plaintiff and Aggrieved Employees they seek to represent are covered by, and
16 Defendant are required to comply with, applicable California Labor Codes, Industrial Welfare
17 Commission Occupational Wage Orders (hereinafter "IWC Wage Orders") and corresponding
18 applicable provisions of California Code of Regulations, Title 8, § 11000 *et seq*

19 **V. REPRESENTATIVE CLAIMS**

20 **THE PRIVATE ATTORNEYS GENERAL ACT- LABOR CODE §§ 2698 *et seq.***

21 48. Plaintiff incorporates by reference and re-alleges each and every allegation
22 contained above, as though fully set forth herein.

23 49. PAGA is a mechanism by which the State of California can enforce state labor laws
24 through the employee suing under the PAGA who do so as the proxy or agent of the state's labor
25 law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally a
26 law enforcement action designed to protect the public and not to benefit private parties. The
27 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
28

1 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
2 Legislature specified that “it was...in the public interest to allow aggrieved employees, acting as
3 private attorneys general to recover civil penalties for Labor Code violations...” Stats. 2003, Ch.
4 906, section 1. Accordingly, PAGA claims cannot be subject to arbitration.

5 50. Plaintiff brings this Representative Action on behalf of the State of California with
6 respect to himself and all other individuals who are or previously were employed by Defendant as
7 non-exempt California employees during the applicable statutory period (the “aggrieved
8 employees”).

9 51. On April 2, 2025, Plaintiff complied with notice requirements pursuant to Labor
10 Code section 2699.3. A copy of the letter sent to the LWDA is attached hereto as **Exhibit A**,
11 indicating that the LWDA and Defendant were put on notice of the claims alleged here and that
12 the notice requirement has been satisfied. Sixty-five days have passed and the LWDA has not
13 indicated intent to investigate the claims. Therefore, Plaintiff may proceed with this action in a
14 representative capacity. The substance and violations set forth in this Complaint of which the
15 LWDA was provided timely notice, Plaintiff has also sent a copy of this PAGA Representative
16 Action Complaint to the LWDA.

17 52. Plaintiff is an aggrieved employee as defined in Labor Code Section 2699(a).
18 Plaintiff brings this cause of action on behalf of all current and former California non-exempt
19 Employees of Defendant.
20

21 53. Pursuant to Labor Code section 2699(a) Plaintiff seek to recover civil penalties for
22 which Defendant are liable due to numerous Labor Code violations as set forth in this Complaint,
23 including without limitation Labor Code section 201-204, 226, 226.3, 510, 558, 1174, 1174.5,
24 1175, 1194, 1197, 1197.1, 1198, and, 2698 *et seq.*, applicable IWC Wage Orders and California
25 Code of Regulations, Title 8, section 11000 *et. seq.*

26 54. Defendant violated Labor Code section 510, and 1194 by failing to accurately pay
27 overtime wages owed. Therefore, Defendant violated section 510, and 1194 by not compensating
28 its Non-Exempt Employees for work performed in excess of eight hours (8) in a day or forty hours

1 in a work week (40). Section 510 of the Labor Code codifies the right to overtime compensation
2 at the rate of one and one-half times the regular rate of pay for all hours worked in excess of eight
3 (8) hours in a day or forty (40) hours in a work week and to overtime compensation twice the
4 regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight
5 (8) hours in a day on the seventh day of work in a particular work week

6 55. Plaintiff and all other aggrieved employees who were separated from employment
7 are entitled to compensation for all forms of wages earned, including but not limited to
8 compensation minimum and overtime wages, but to date have not received such compensation,
9 therefore entitling them to penalties under PAGA for violations of Labor Code sections 201-204.

10 56. On information and belief, Defendant willfully failed to pay all wages due and
11 owing upon separation from employment. These wages include minimum and overtime wages.

12 57. On information and belief, Defendant willfully failed to pay all wages due and
13 owing during employment. These wages include minimum and overtime wages.

14 58. On information and belief, Defendant failed to provide accurate itemized wage
15 statements which failed to include all hours worked, including overtime, due and owing to Plaintiff
16 and the aggrieved employees pursuant to Labor Code section 226(a). Defendant further failed to
17 include or itemize the gift card payments made to Plaintiffs and Aggrieved Employees.

18 59. Pursuant to Labor Code section 226.3, any employer who violates subdivision (a)
19 of Section 226 shall be subject to a civil penalty in the amount of two hundred fifty dollars (\$250)
20 per employee per violation in an initial citation and one thousand dollars (\$1,000) per employee
21 for each violation in a subsequent citation, for which the employer fails to provide the employee a
22 wage deduction statement or fails to keep the records required in subdivision (a) of Section 226.

23 60. Additionally, Defendant has no accurate records relating to aggrieved employees'
24 work periods, total daily hours worked, total hours worked per payroll period and applicable pay
25 rates, in violation of applicable Wage Orders. Similarly, Defendant failed to maintain accurate
26 records relating to hours worked daily in violation of Labor Code sections 1174(d), 1174.5.

27 61. As a result of Defendant's unlawful conduct, Plaintiff and aggrieved employees are
28

1 entitled to penalties to the extent they were not paid at the prevailing wage rate for all hours
2 worked.

3 62. Plaintiff and the Representative aggrieved Employees are entitled to recover
4 Penalties and attorneys' fees and costs under Labor Code section 2698, et. seq.

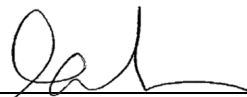
5 **PRAYER FOR RELIEF**

6 WHEREFORE, Plaintiff prays for judgment against Defendant, as follows:

- 7 1. For penalties according to proof, pursuant to Labor Code §§ 2698 et seq.;
- 8 2. For reasonable attorneys' fees and costs; and
- 9 3. For such other and further relief as the Court deems proper.
- 10

11 Dated: June 9, 2025

JAMES HAWKINS APLC

12 By: 
13 _____
14 JAMES R. HAWKINS
15 GREGORY MAURO
16 MICHAEL CALVO
17 LAUREN FALK
18 AVA ISSARY

19 Attorneys for Plaintiff JOSE ALFREDO
20 ALVAREZ ALANIZ on behalf of the
21 general public as private attorney general
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EXHIBIT A

JAMES *JH* HAWKINS

A PROFESSIONAL LAW CORPORATION

9880 RESEARCH DRIVE, SUITE 200, IRVINE, CALIFORNIA 92618

TELEPHONE (949) 387-7200; FACSIMILE (949) 387-6676

April 2, 2025

Via LWDA Website

Labor and Workforce Development Agency

Attn: PAGA Administrator

1515 Clay Street, Suite 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

Via Certified Mail

BEE SWEET CITRUS, INC., a California Corporation

Marcus J Marderosian

416 E SOUTH AVE

FOWLER, CA 93625

Receipt No.: 9589 0710 5270 0078 0189 73

Re: NOTICE PURSUANT TO LABOR CODE SECTIONS 2698, *et seq.*

To Whom It May Concern:

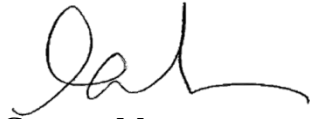
PLEASE TAKE NOTICE that Plaintiff JOSE ALFREDO ALVAREZ ALANIZ, individually and on behalf of all similarly situated representative aggrieved employees, gives NOTICE to commence and/or amend a civil action pursuant to California Labor Code Sections 2698, *et seq.* Plaintiff hereby gives written notice by certified mail to the Labor and Workforce Development Agency, BEE SWEET CITRUS, INC., a California Corporation, through their Agents for Service of Process.

Plaintiff hereby attaches a copy of the Proposed PAGA Representative Action Complaint to be filed in the Fresno County Superior Court, as though fully set forth herewith setting out the specific provisions of the Labor Code Plaintiff alleges have been violated, including the facts and theories. All labor provisions in the Proposed PAGA Representative Action Complaint alleged to have been violated pertain to all entities and individuals named in the Complaints, even if not expressly specified.

Please advise within sixty (60) days of the post mark on this letter if the LWDA intends to investigate these claims.

Thank you, and if you have any questions, please do not hesitate to contact me.

Very Truly Yours,

A handwritten signature in black ink, appearing to read 'Gregory Mauro', with a stylized, cursive script.

Gregory Mauro

Enclosure: Proposed PAGA Representative Action Complaint