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Superior Court of California
County of Fresno
By: B. Ramirez, Deputy

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

MANUEL DE JESUS LAINEZ, JR., as an
individual, and on behalf of all others similarly
situated,

Plaintiff,

v.

SWEETWOOD FARM, INC., a California
Corporations, dba RED ROOSTER; and DOES
1 through 100, inclusive,

Defendants.

Case No.: 25CECG02101

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, 1197);**
- (2) FAILURE TO PAY ALL
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, 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**

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1 Plaintiff Manuel de Jesus Lainez, Jr., (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 Sweetwood Farms, Inc., dba Red Rooster, 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 §§ 201-204, 226 *et seq.*, 226.2, 226.7, 233, 245.5, 246, 246.6,
9 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2810.5, and relevant
10 Industrial Welfare Commission Wage Orders (hereinafter “Wage Orders”), in addition to seeking
11 declaratory relief and restitution. This Complaint is brought pursuant to California Code of Civil
12 Procedure § 382. This Court has jurisdiction over Defendants’ violations of the California Labor
13 Code because the 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 Fresno. Defendants own, maintain offices, transact business, have an
18 agent or agents within the County of Fresno, and/or otherwise are found within the County of
19 Fresno, 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.*, 226.2, 226.7, 233, 245.5 246, 246.6, 510, 512, 516, 558, 1182.12, 1194,
28 1194.2, 1197, 1198, 2698 *et seq.*, 2802, 2810.5, California Business and Professions Code §

1 17200 *et seq.* (“Unfair Competition Law”), and Wage Orders, which set employment standards
2 for the agricultural industries.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
5 continue to do business in the agricultural industry, employed Plaintiff within Fresno County and
6 the state of California and, therefore, were (and are) doing business in Fresno County and the
7 State of California.

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

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

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

25 8. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and

all members of the Classes.

GENERAL FACTUAL ALLEGATIONS

9. Plaintiff has worked for Defendants seasonally, June–November, from 2018 to present. Plaintiff works as an agricultural worker and is tasked with operating a forklift, loading and unloading produce. Plaintiff was generally scheduled to work six days a week: Monday–Tuesday and Thursday–Sunday, from approximately 8:00 a.m. to 7:30 p.m. or later.

10. 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 were not reflective of the actual number of hours that Plaintiff and other non-exempt employees actually worked. Plaintiff and other non-exempt employees clock in with punch cards. During COVID (2020), Defendants instructed Plaintiff and other non-exempt employees to get a temperature check prior to clocking in. Plaintiff estimates that he spent approximately several minutes every day getting a temperature check before clocking in during this time.

11. Furthermore, Plaintiff and other non-exempt employees worked 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, and did not receive double time pay when entitled to it. Upon information and belief, Defendants systematically failed to pay overtime compensation due to Plaintiff and other non-exempt employees for the hours that they worked off the clock as described above. Furthermore, Plaintiff and other non-exempt employees were required to work seven days in a workweek, but were not paid an overtime rate of pay for all hours worked in excess of 40 in any given week or in excess of 8 on any given day. For example, the timesheet for October 20–26, 2024 through November 2, 2024 shows numerous days that Plaintiff worked in excess of 14 hours, but shows only 4.1 hours of double time credited. Moreover, Defendants failed to pay all overtime and double time owed for work performed on the seventh consecutive day of the workweek. As a result, Defendants failed to ensure that Plaintiff and other non-exempt employees were being paid at

1 least the minimum wage for all hours actually worked, and failed to ensure that Plaintiff and other
2 non-exempt employees received proper overtime wages for all overtime hours worked, in
3 compliance with the relevant Wage Orders.

4 12. Plaintiff and other non-exempt employees were not authorized to take all legally
5 required rest periods. This practice was pervasive throughout Plaintiff's employment. Plaintiff
6 and other non-exempt employees almost never received an uninterrupted rest period every four
7 hours because Defendants enforced an unlawful policy of delaying or interrupting meal and rest
8 periods in order to allow for immediate loading and unloading of trucks as they arrived. Plaintiff
9 and other non-exempt employees almost never received a compliant first rest period or any second
10 or third rest period throughout their employment with Defendants even though they generally
11 worked beyond 10 hours in a work day. Despite Defendants' failure to authorize and permit
12 Plaintiff and other non-exempt employees to take all lawful paid rest periods, due to their uniform
13 and unlawful practices, Defendants never provided Plaintiff and other non-exempt employees
14 with an hour of pay at their regular rate for each rest period violation as required by Labor Code
15 § 226.7. Upon information and belief, during at least a portion of the class period, Defendants
16 maintained no payroll code or another mechanism for the payment of rest period premiums in the
17 event Plaintiff and other non-exempt employees were not authorized to take lawful rest periods.
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19 13. Defendants also did not provide Plaintiff and other non-exempt employees with a
20 legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally
21 compliant second meal period when they worked shifts longer than 10 hours. Defendants
22 frequently required Plaintiff and other non-exempt employees to begin their meal period after the
23 fifth hour. However, Defendants often required Plaintiff and other non-exempt employees to
24 clock out before the end of the fifth hour—but would then insist they return to work and not take
25 their meal period until all trucks were loaded/unloaded. At other times, the timesheets themselves
26 reflect both first and second meal periods were taken late. Even though Plaintiff and other non-
27 exempt employees usually worked a shift in excess of 10 hours per day, Plaintiff and other non-
28 exempt employees were almost never permitted to exercise their right to a second meal period

1 before the conclusion of the tenth hour. For example, Plaintiff's timesheets for the period of
2 August 25, 2024 – September 7, 2024 and for the period of October 20, 2024 – November 2,
3 2024, indicate clock-outs for first meal periods but no clock out for a second meal period even
4 though they each reflect that Plaintiff often worked more than ten hours in a work day. By way
5 of example, on August 27, 2024, Plaintiff began his workday at 8:02a.m., returned from his first
6 meal period at 12:35p.m. and continued his shift until 7:33p.m. without ever receiving a second
7 meal period. Indeed, this entire timesheet reflects no second meal periods were taken during the
8 workweeks of August 24, 2025 – September 7, 2024, even though Plaintiff worked in excess of
9 ten hours almost every day during this time. Despite Defendants' failure to provide Plaintiff and
10 other non-exempt employees with all lawful meal periods due to their uniform and unlawful
11 practices, Defendants never provided Plaintiff and other non-exempt employees with an hour of
12 pay at their regular rate for each meal period violation as required by Labor Code § 226.7. Upon
13 information and belief, during at least a portion of the class period, Defendants maintained no
14 payroll code or another mechanism for the payment of meal period premiums in the event Plaintiff
15 and other non-exempt employees were not authorized to take lawful meal periods.

16
17 14. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-
18 exempt employees for all reasonable and necessary work expenditures, including but not limited
19 to requiring Plaintiff to utilize his personal cell phone for necessary business purposes. Plaintiff
20 was not ever provided any reimbursement for this necessary use.

21 15. Defendants have maintained inaccurate payroll records, failed to timely pay all
22 wages owed to employees, and failed to timely pay separating employees at the time of their
23 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure
24 to accurately compensate Plaintiff and other non-exempt employees for all minimum and
25 overtime wages, and failure to pay premium pay for failing to provide all required meal periods
26 and authorize all rest periods.

27 16. Indeed, at the end of each season, after receiving a layoff notice indicating their
28 last day of work, Plaintiff and other non-exempt employees were not timely provided with their

1 final paycheck immediately upon separation of employment, but instead did not receive it until
2 completion of the next payroll cycle. Plaintiff recalls experiencing this unlawful conduct each and
3 every season he has worked for Defendants.

4 17. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
5 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
6 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
7 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
8 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
9 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
10 only the last four digits of his or her social security number or an employee identification number
11 other than a social security number, (8) the name and address of the legal entity that is the
12 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
13 number of hours worked at each hourly rate by the employee.
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15 18. Defendants failed to meet their obligations to provide paid sick leave to Plaintiff
16 and other non-exempt employees under Labor Code § 246(b) which requires that employers
17 authorize and permit their employees who worked 30 or more days within a year to accrue paid
18 leave, and to allow them to exercise paid sick leave on or after their 90th day of employment.
19 Despite meeting all of the statutory requirements for being able to accrue and utilize paid sick
20 leave, Plaintiff and other non-exempt employees did not receive paystubs showing their sick leave
21 balance or other document issued on the same day as the paycheck showing their sick leave
22 balance.

23 19. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
24 by failing to provide Plaintiff and other aggrieved employees written notices, in the language
25 normally used to communicate employment related information to the employees, containing
26 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
27 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
28 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the

1 employer; vii) identifying information for the employer's workers' compensation insurance
2 carrier; and viii) information informing the employee of their right to accrue and use paid sick
3 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
4 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

5 **CLASS ACTION ALLEGATIONS**

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

- 8 a. The Minimum Wage Class consists of all current and former non-exempt
9 employees of Defendants who performed in California and were subject to
10 Defendants' timekeeping systems and/or practices during the four years
11 immediately preceding the filing of this lawsuit through the present.
- 12 b. The Overtime Wage Class consists of all current and former non-exempt
13 employees of Defendants who performed work for in California and who worked
14 overtime hours during the four years immediately preceding the filing of this
15 lawsuit through the present.
- 16 c. The Rest Period Class consists of all current and former non-exempt employees of
17 Defendants who performed work in California and who worked at least one shift
18 in excess of 3.5 hours during the four years immediately preceding the filing of
19 this lawsuit through the present.
- 20 d. The Meal Period Class consists of all current and former non-exempt employees
21 of Defendants who performed work in California and: (i) worked at least one shift
22 in excess of 5.0 hours without a meal period of at least 30 minutes in duration
23 commencing prior to the conclusion of the fifth hour of work, and who do not have
24 a corresponding meal period premium payment made for such shifts and/or (ii)
25 worked at least one shift in excess of 10.0 hours while performing work for
26 Defendants in California without a second meal period of at least 30 minutes in
27 duration commencing prior to the conclusion of the tenth hour of work, and who
28

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.

e. The Employee Expense Class consists of all current and former non-exempt employees of Defendants who performed work in California who were not reimbursed for expenses in the performance of their job duties, including, but not limited to utilizing their personal cell phones for necessary business purposes during the four years immediately preceding the filing of this lawsuit to the present.

f. 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.

g. The Waiting Time Class consists of all 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.

21. **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 fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

22. **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;

- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and relevant Wage Orders, 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;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;
- 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;
- 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; and

23. **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, non-reimbursement 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.

1 24. **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, was subjected to Defendants' unlawful failure to reimburse
6 business expenses, was provided inaccurate wage statements, and was not paid all wages earned
7 at the time of his separation of employment.

8 25. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
9 to represent fairly and adequately the interests of the members of the Classes. Moreover,
10 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
11 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
12 and-hour class actions in state and federal courts in the past and are committed to vigorously
13 prosecuting this action on behalf of the members of the Classes.
14

15 26. **Superiority:** The California Labor Code is broadly remedial in nature and serves
16 an important public interest in establishing minimum working conditions and standards in
17 California. These laws and labor standards protect the average working employee from
18 exploitation by employers who have the responsibility to follow the laws and who may seek to
19 take advantage of superior economic and bargaining power in setting onerous terms and
20 conditions of employment. The nature of this action and the format of laws available to Plaintiff
21 and members of the Classes make the class action format a particularly efficient and appropriate
22 procedure to redress the violations alleged herein. If each employee were required to file an
23 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
24 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
25 their vastly superior financial and legal resources. Moreover, requiring each member of the
26 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
27 employees who would be disinclined to file an action against their former and/or current employer
28 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent

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

12
13 **FIRST CAUSE OF ACTION**
14 **MINIMUM WAGE VIOLATIONS**
15 **(AGAINST ALL DEFENDANTS)**

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

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

27 29. California Labor Code § 1198 makes unlawful the employment of an employee
28 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide

1 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
2 those employees the balance of the unpaid wages as well as liquidated damages in an amount
3 equal to the wages due and interest thereon.

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

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

15 **SECOND CAUSE OF ACTION**

16 **FAILURE TO PAY ALL OVERTIME WAGES**

17 **(AGAINST ALL DEFENDANTS)**

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

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

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

28 35. The foregoing policies and practices are unlawful and create entitlement to

1 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
2 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of
3 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Orders, and
4 Code of Civil Procedure § 1021.5.

5 **THIRD CAUSE OF ACTION**

6 **MEAL PERIOD VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

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

9 37. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
10 in their affirmative obligation to provide all of their non-exempt employees in California,
11 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods
12 in accordance with the mandates of the California Labor Code and Wage Orders. Despite
13 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
14 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§
15 204, 210, 226.7, and 512.

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

20 **FOURTH CAUSE OF ACTION**

21 **REST PERIOD VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

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

24 40. Wage Orders and California Labor Code §§ 226.2, 226.7 and 516 establish the
25 right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
26 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

27 41. As alleged herein, Defendants failed to authorize and permit Plaintiff and members
28 of the Rest Period Class to take all legally compliant rest periods.

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

6 **FIFTH CAUSE OF ACTION**
7 **WAITING TIME PENALTIES**
8 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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

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

48. 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.

49. 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.

50. 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.

SEVENTH CAUSE OF ACTION
UNFAIR COMPETITION
(AGAINST ALL DEFENDANTS)

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

52. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all required meal and rest periods, or pay premium payments in lieu thereof, failing to furnish accurate, itemized wage statements, failing to reimburse for necessary business expenses, and willfully failing to timely pay Plaintiff and members of the Waiting Time class all final wages

1 due upon separation of employment.

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

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

11 55. The acts complained of herein occurred within the last four years immediately
12 preceding the filing of the Complaint in this action.

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

18 **EIGHTH CAUSE OF ACTION**

19 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

20 **(AGAINST ALL DEFENDANTS)**

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

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

26 59. Due to Defendants' unlawful policy and practice of requiring employees to utilize
27 their personal cell phones in the performance of their work duties, Defendants have violated Labor
28 Code § 2802.

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

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

NINTH CAUSE OF ACTION

**PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)**

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

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

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, and 558;
- d. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, and 1198;
- e. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved employees for necessary business expenditures incurred by Plaintiff, the Employee Expense Class and other aggrieved employees in violation of Labor Code §§ 2800, 2802 and 2804;
- f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- i. Failing to permit and authorize Plaintiff and other non-exempt to exercise the use of their accrued paid sick leave days in violation of Labor Code § 245.5,

246, and 248.5;

j. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees in violation of Labor Code § 2810.5;

k. Failing to pay all agreed-upon wages, including bonus wages accrued, to Plaintiff and other aggrieved employees, in violation of Labor Code §§ 204 and 221-223;

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

64. On May 2, 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 63 (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.

65. 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

1 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
2 1198 and Wage Orders;

3 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
4 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and
5 Wage Orders;

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

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

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

12 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
13 226;

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

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

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

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

3 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
4 §226, and Code of Civil Procedure § 1021.5; and

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

6
7 Respectfully submitted,

8 Dated: July 9, 2025

STANSBURY BROWN LAW, PC

9
10 By: _____



Daniel J. Brown

Kathleen J. Becket

Attorneys for Plaintiff

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12
13 **DEMAND FOR JURY TRIAL**

14
15 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.

16 Respectfully submitted,

17 Dated: July 9, 2025

STANSBURY BROWN LAW, PC

18
19 By: _____



Daniel J. Brown

Kathleen J. Becket

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 9, 2025, I served the document listed below on the parties in this action as follows:

- **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 9, 2025, at South Gate, CA.

Laura Romero

Laura Romero

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