

STANSBURY BROWN LAW, PC
DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
ETHAN C. SURLS (SBN 327605)
esurls@stansburybrownlaw.com
2610 ½ Abbot Kinney Blvd.
Venice, California 90291
Tel: (323) 204-3124

Attorneys for Plaintiff

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

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

Plaintiff,

v.

AGUSTIN CEBALLOS BACA DBA A & L
HARVESTING, an individual;
PORTERVILLE CITRUS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. VCU294123

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) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (4) WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (5) WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (6) UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (7) FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);**
- (8) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512);
AND**

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Lidia Espinoza (hereinafter “Plaintiff”), as an individual, and on behalf of all
2 others similarly situated, hereby brings this First Amended Class and Representative Action
3 Complaint (“FAC”) against Agustin Ceballos Baca dba A & L Harvesting, an individual;
4 Porterville Citrus, Inc., a California corporation; and DOES 1 to 100, inclusive (collectively
5 “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff hereby brings this Class Action Complaint for recovery of unpaid wages
8 and penalties under California Business and Professions Code § 17200 *et. seq.*, Labor Code §§
9 201-205, 226 *et. Seq.*, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802,
10 2698 *et seq.*; and Industrial Welfare Commission Wage Order 14 (“Wage Order 14”), in addition
11 to seeking declaratory relief and restitution. This Complaint is brought pursuant to California
12 Code of Civil Procedure § 382. This Court has jurisdiction over Defendants’ violations of the
13 California Labor Code because the amount in controversy exceeds this Court’s jurisdictional
14 minimum.

15 **VENUE**

16 2. Venue is proper in this judicial district pursuant to California Code of Civil
17 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
18 occurred in the County of Tulare. Defendants own, maintain offices, transact business, have an
19 agent or agents within the County of Tulare, and/or otherwise are found within the County of
20 Tulare, and Defendants are within the jurisdiction of this Court for purposes of service of process.

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is a California resident. During the four years immediately preceding
24 the filing of the Complaint in this action and within the statute of limitations periods applicable
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
26 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
28 §§ 201-205, 226 *et. Seq.*, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,

1 2802 California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and
2 Wage Order 14, which sets employment standards for the agricultural industries.

3 4. Plaintiff is informed and believes, and based thereon allege, 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 by harvesting agricultural commodities in California and the United
6 States, employed Plaintiff within Tulare County and the state of California and, therefore, were
7 (and are) doing business in Tulare County and the 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 believe, and based thereon allege, 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

1 all members of the Classes.

2 9. Defendant Porterville Citrus, Inc. is also jointly liable with Defendant Agustin
3 Ceballos Baca dba A & L Harvesting for all civil legal responsibility and civil liability for the
4 payment of wages, including all sums payable to an employee or the state of California based
5 upon any failure to pay wages, pursuant to Labor Code §2810.3.

6 **GENERAL FACTUAL ALLEGATIONS**

7 10. Plaintiff worked for Defendants seasonally, most recently between approximately
8 December 20, 2021 until approximately February 2, 2022 when she suffered a work-related injury
9 and ceased her employment. Plaintiff performed general farm-labor tasks, mainly picking
10 oranges, tangerines, and other fruits at various farms that Defendant contracted Plaintiff and other
11 non-exempt employees to perform work at. Plaintiff generally worked Monday through Friday
12 (and occasionally on Saturdays) from around 9:00-10:00 a.m. until around 4:00-5:00 p.m.,
13 depending on weather conditions. However, as discussed below, Plaintiff worked considerably
14 more hours than she was credited for by Defendants, who did not properly track the hours worked
15 by Plaintiff and other non-exempt employees whatsoever in favor of paying them strictly based
16 on their piece rate production. Defendants have not boarded or lodged Plaintiff during her
17 employment.

18 11. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
19 other non-exempt employees were not paid for all hours worked as their supervisors would not
20 keep track of their actual hours worked in any manner apparent to Plaintiff. Rather, Plaintiff and
21 other non-exempt employees were paid on a piece-rate basis that varied based on a number of
22 factors such as the size of the fruits picked and how bountiful the trees they was picking were
23 with fruit. When she was picking oranges, Plaintiff would generally be paid anywhere between
24 \$20.00-\$30.00 for every bin of oranges that she was able to fill. When she was picking tangerines,
25 Plaintiff would generally paid anywhere between \$45.00-\$52.00 for every bin of tangerines that
26 she was able to fill. Plaintiff and other non-exempt were allegedly paid an hourly minimum
27 wage if their earned piece-rate compensation did not exceed their minimum wages earned in a
28 pay period. However, on information and belief, Plaintiff alleges that Defendants did not employ

any timekeeping practices when she performed piece work and at no point was Plaintiff made to confirm or sign off on her hours worked. Instead, Defendants would for the most part simply write in that she worked the same exact number of hours each day on her wage statements (5.83 hours) despite the fact that Plaintiff generally worked at around 8 hours per day.

12. Furthermore, Plaintiff and other non-exempt employees worked overtime hours, based on the requirements of Wage Order 14, per workweek but did not receive overtime compensation equal to one and one-half times their regular rates of pay for all overtime hours worked. On those occasions where Plaintiff worked overtime hours during the week, Plaintiff was rarely, if ever, compensated at the requisite overtime rate of pay in favor of paying her only for piece rate work. For example, Plaintiff frequently worked on Saturdays which would have entitled her to statutory overtime compensation as she would exceed the hourly overtime thresholds as set forth in Wage Order 14. However, Plaintiff did not receive overtime pay despite this reality. Upon information and belief, Defendants systemically failed to pay overtime compensation due to Plaintiff and other non-exempt employees regardless of whether they were performing work on a piece rate or hourly basis. Defendants also failed to provide “Reporting Time Pay” to Plaintiff and other non-exempt employees on those occasions where they were required to report to Defendants’ worksite but not able to perform work due to weather conditions or otherwise. Despite maintaining a policy that required its employees to report to the worksite every day regardless of weather conditions, Defendants failed to provide any sort of compensation to Plaintiff and the other non-exempt employees on those occasions where they reported to the worksite but was unable to perform any work in violation of the “Reporting Time Pay” requirements as set forth in Wage Order 14 § 5. Plaintiff never formally clocked in or clocked out during her shifts and was never provided any sort of timecard reflecting the hours she worked. As a result, Defendants failed to ensure that Plaintiff and other non-exempt employees were being paid at least the minimum wage for all hours actually worked, and failed to ensure that Plaintiff and other non-exempt employees received proper overtime wages for all overtime hours worked, in compliance with Wage Order 14.

13. Plaintiff and other non-exempt employees were not authorized to take all legally

1 required rest periods regardless of whether they were working on a piece-rate or hourly basis.
2 Plaintiff does not recall ever receiving a rest period throughout her employment with Defendants.
3 Instead, she would be made to work generally throughout the entirety of her shifts without
4 interruption. Further, on those occasions where Plaintiff and other non-exempt employees
5 performed piece work for Defendants, Defendants routinely failed to pay the correct regular rate
6 for rest and recovery periods. For example, despite working approximately 7-8 hours per shift,
7 Plaintiff would only be compensated for one rest and recovery period for 0.17 hours on each day
8 that she worked. For example, on Plaintiff's wage statement numbered 22278 for the pay period
9 between 1/10/2022 and 1/16/2022, Plaintiff's records (which as explained above are under
10 representative of her actual hours worked) indicate that she worked over six hours on 1/11/2022
11 after factoring in non-productive time, but was only compensated for one rest and recovery period.
12 Accordingly, even if Plaintiff's records were accurate, Defendants still failed to provide
13 compensation for all rest and recovery periods as they would almost always only provide Plaintiff
14 and other non-exempt employees with one paid rest and recovery period per shift worked despite
15 their entitlement to at least two paid rest and recovery periods. Additionally, the rate at which
16 these rest and recovery periods was paid at was often incorrect in a manner that served to
17 undercompensate Plaintiff and other non-exempt piece rate employees for statutory rest and
18 recovery time. As such, Defendants neglected to pay Plaintiff and other non-exempt employees
19 for rest and recovery periods despite their entitlement to such pay. Accordingly, Plaintiff and
20 other non-exempt employees were systematically denied paid rest period compensation every
21 shift worked that they were duly and legally entitled to. Despite Defendants' failure to authorize
22 and permit Plaintiff and other non-exempt employees to take all lawful paid rest periods, due to
23 their uniform and unlawful practices, Defendants never provided Plaintiff and other non-exempt
24 employees with an hour of pay at their regular rate for each rest period violation as required by
25 Labor Code § 226.7. Upon information and belief, during at least a portion of the class period,
26 Defendants maintained no payroll code or another mechanism for the payment of rest period
27 premiums in the event Plaintiff and other non-exempt employees were not authorized to take
28

1 lawful rest periods.

2 14. Defendants have failed to accurately record and compensate Plaintiff and other
3 non-exempt employees who are compensated on a piece-rate basis for non-productive time. *See*
4 *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36 (holding that a piece-rate
5 compensation structure that does not separately compensate employees for non-productive time
6 violates California minimum wage laws). Plaintiff and other non-exempt employees were
7 required to perform work duties and activities that were not directly compensated on a piece-rate
8 basis such as retrieving ladders, moving between fields, and even moving between cities multiple
9 times during a given shift. For example, after Plaintiff arrived at the jobsite in the morning, she
10 would have to travel to a truck parked at a corner of the field to retrieve her ladder, and then walk
11 to the line that she was assigned to work on, all time that was wholly uncompensated and would
12 take upwards of 10-15 minutes each shift. Further, Plaintiff was made to travel between fields
13 during the same shift, a practice that would last generally between 10-15 minutes each time she
14 had to do so. Additionally, Plaintiff was often made to travel to different cities during the same
15 shift, and it would generally take her between 20-30 minutes to do so. Despite this significant
16 amount of non-productive time being worked on a daily basis, Plaintiff and other non-exempt
17 employees were vastly undercompensated for non-productive time. For example, while on an
18 average shift, Plaintiff estimates that she and other non-exempt employees would incur anywhere
19 from 30 minutes to upwards of an hour of non-productive time performing the duties as explained
20 above, but would only be compensated between approximately 10 and 20 minutes for non-
21 productive time per shift on their wage statements. Additionally, employees were not
22 compensated for bathroom and water breaks, waiting in lines, and/or other mandatory duties that
23 were not directly compensated on a piece-rate basis. Plaintiff alleges that all this time constitutes
24 unproductive worktime which must be compensated under California law. Accordingly, Plaintiff
25 estimates that she and other non-exempt employees worked at least an additional 3-5 hours per
26 week of non-productive time that was uncompensated. As such, Plaintiff alleges that Defendants
27 have not accurately tracked and compensated employees' non-productive time in compliance with
28

1 Labor Code § 226.2.

2 15. Defendants also did not provide Plaintiff and other non-exempt employees with a
3 legally compliant first meal period when they worked shifts in excess of 6.0 hours. Plaintiff and
4 other non-exempt employees rarely, if ever, were entitled to exercise the use of a thirty-minute
5 uninterrupted meal period despite almost always working at least 6.0 hours in a day. Rather,
6 Plaintiff and other non-exempt employees would generally work through their shifts without
7 taking any time for a compliant meal period, instead opting to eat while working, if at all. Plaintiff
8 and other non-exempt employees were not only unable to exercise the use of compliant meal
9 periods, they were unaware of their right to do so. Plaintiff and the other non-exempt employees
10 were not informed by Defendants of their legal right to take duty-free uninterrupted meal periods
11 before the conclusion of their fifth hour of work pursuant to Labor Code Section 512. Defendants
12 were not only aware of, but actively encouraged this practice. Upon information and belief,
13 Defendants did not accurately record meal periods in any manner. Despite Defendants' failure to
14 provide Plaintiff and other non-exempt employees with all lawful meal periods due to their
15 uniform and unlawful practices, Defendants never provided Plaintiff and other non-exempt
16 employees with an hour of pay at their regular rate for each meal period violation as required by
17 Labor Code § 226.7.
18

19 16. Furthermore, Defendants failed to adequately reimburse Plaintiff for all reasonable
20 and necessary work expenditures, including but not limited to, requiring Plaintiff to purchase her
21 own bags for fruits, suspenders for her fruit bags, steel buckets, shears, knives, and hard leather
22 sleeves and gloves. Furthermore, Plaintiff was required to utilize her personal cellular phone in
23 the performance of her work duties and was not ever provided any reimbursement for its
24 necessary use.

25 17. As a result of Defendants' failure to accurately compensate Plaintiff and other
26 non-exempt employees for non-productive time, failure to pay all minimum and overtime wages,
27 and failure to provide all required meal periods and authorize all rest periods or pay premium pay
28 in lieu thereof, Defendants have maintained inaccurate payroll records, failed to timely pay all

1 wages owed to employees, failed to timely pay wages to seasonal employees at the end of the
2 season, failed to timely pay separating employees at the time of their separation, and issued
3 inaccurate wage statements. Furthermore, Defendants issued facially inaccurate wage statements,
4 including but not limited to, violations of Labor Code 226(a)(8) which requires that farm labor
5 contractors identify the legal name and address that is the client-employer. Specifically,
6 Defendants failed to meet its affirmative obligation to identify the legal entity and address of the
7 client-employer grower(s), which requires that that farm labor contractors identify the name and
8 address of the legal entity that secured the services of the employer at any point during Plaintiff's
9 employment with Defendants. Defendants' wage statements issued to Plaintiff are facially in
10 violation of this code section as they simply list the name "Porterville Citrus", instead of the full
11 legal name of the client employer grower "Porterville Citrus, Inc.", and do not list the address of
12 Porterville Citrus, Inc.

13
14 18. As a further result of Defendants' failure to pay all minimum, overtime, and meal
15 and rest period premium wages, Defendants failed to pay all wages owed to Plaintiff and the other
16 non-exempt employees upon their separation of employment from Defendants. Furthermore,
17 Defendants violated Labor Code § 204 by failing to pay Plaintiff and other non-exempt employees
18 at least twice during each calendar month.

19 19. Additionally, Defendant Agustin Ceballos Baca dba A & L Harvesting is a farm
20 labor contractor subject to the requirements of Labor Code § 205, which requires that employees
21 be paid weekly, on a business day designated in advance, for all wages earned up to and including
22 the fourth day before the scheduled payday. However, Defendants pay their employees on a delay
23 of five days or more, in violation of the "fourth day" requirement found in Labor Code § 205.

24 20. Further, at the end of each season, employees were laid off (i.e., terminated), but
25 were not provided their paycheck until the next regular scheduled pay day, in violation of Labor
26 Code § 201 ("(a) If an employer discharges an employee, the wages earned and unpaid at the time
27 of discharge are due and payable immediately.").

28 21. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5

1 by failing to provide Plaintiff and other non-exempt employees written notices, in the language
2 normally used to communicate employment related information to the employees, containing
3 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
4 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
5 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
6 employer; vii) identifying information for the employer's workers' compensation insurance
7 carrier; and viii) information informing the employee of their right to accrue and use paid sick
8 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other non-
9 exempt employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

10 **CLASS ACTION ALLEGATIONS**

11 22. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
12 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 13 a. The Minimum Wage Class consists of all current and former non-exempt
14 employees of Agustin Ceballos Baca dba A & L Harvesting who performed work
15 for Porterville Citrus, Inc. in California that were compensated on a piece-rate or
16 hourly basis during the four years immediately preceding the filing of this lawsuit
17 through the present.
- 18 b. The Overtime Wage Class consists of all current and former non-exempt
19 employees of Agustin Ceballos Baca dba A & L Harvesting who performed work
20 for Porterville Citrus, Inc. in California who worked overtime hours (based on
21 criteria set forth in Wage Order 14) during the four years immediately preceding
22 the filing of this lawsuit through the present.
- 23 c. The Rest Period Class consists of all current and former non-exempt employees of
24 Agustin Ceballos Baca dba A & L Harvesting who performed work for Porterville
25 Citrus, Inc. in California who worked at least one shift in excess of 3.5 hours
26 during the four years immediately preceding the filing of this lawsuit through the
27 present.
28

- 1 d. The Meal Period Class consists of all current and former non-exempt employees
2 of Agustin Ceballos Baca dba A & L Harvesting who performed work for
3 Porterville Citrus, Inc. in California who worked at least one shift in excess of 5.0
4 hours without a meal period of at least 30 minutes in duration commencing prior
5 to the conclusion of the fifth hour of work, and who do not have a corresponding
6 meal period premium payment made for such shifts during the four years
7 preceding the filing of this lawsuit through the present.
- 8 e. The Employee Expense Class consists of all of Defendants in California who were
9 not reimbursed for expenses in the performance of their job duties, including, but
10 not limited to: i) fruit bags and suspenders; and/or ii) steel buckets; and/or iii)
11 shears/scissors; and/or iv) knives; and/or v) leather sleeves; and/or vi) leather
12 gloves; and/or vii) cell phone expenses, during the four years immediately
13 preceding the filing of this lawsuit to the present
- 14 f. The Wage Statement Class consists of all members of the Rest Period Class,
15 Minimum Wage Class, Overtime Class, and/or Meal Period Class who received a
16 wage statement from Defendants during the one year immediately preceding the
17 filing of this lawsuit through the present.
- 18 g. The Waiting Time Class consists of all of Defendants' formerly employed non-
19 exempt employees in California who were subject to Defendants' timekeeping
20 systems and/or practices, during the three years immediately preceding the filing
21 of this lawsuit through the present.

22
23 23. **Numerosity/Ascertainability:** The members of the Classes are so numerous that
24 joinder of all members would be unfeasible and not practicable. The membership of the Classes
25 is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes
26 number greater than one hundred (100) individuals. The identity of such membership is readily
27 ascertainable via inspection of Defendants' employment records.

28 24. **Common Questions of Law and Fact Predominate/Well Defined Community**

of Interest: There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

- i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194, 1194.2, and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and Wage Order 14 by requiring members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- 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; and
- viii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were lawful.

25. **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, 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.

26. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal/rest period and timekeeping policies and practices, was subjected to Defendants' unlawful failure to reimburse business expenses, was provided inaccurate wage statements, and was not paid all wages earned at the time of her separation of employment.

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

28. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they

1 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
2 their vastly superior financial and legal resources. Moreover, requiring each member of the
3 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
4 employees who would be disinclined to file an action against their former and/or current employer
5 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
6 employment. Further, the prosecution of separate actions by the individual class members, even
7 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
8 with respect to the individual class members against Defendants herein; and which would
9 establish potentially incompatible standards of conduct for Defendants; and/or legal
10 determinations with respect to individual class members which would, as a practical matter, be
11 dispositive of the interest of the other class members not parties to adjudications or which would
12 substantially impair or impede the ability of the class members to protect their interests. Further,
13 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
14 individual prosecution considering all of the concomitant costs and expenses attending thereto.
15 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
16 Civil Procedure.
17

18 **FIRST CAUSE OF ACTION**

19 **MINIMUM WAGE VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

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

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

1 Wage Class for all hours actually worked including, but not limited to, all hours she was subject
2 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
3 and Wage Order 14.

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

9 32. Wage Order 14 § 5 (A) requires that “Each workday an employee is required to
10 report for work and does report, but is not put to work or is furnished less than half said
11 employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or
12 scheduled day’s work, but in no event for less than two hours nor more than four hours, at the
13 employee’s regular rate of pay, which shall not be less than the minimum wage.” By requiring
14 Plaintiff and the Minimum Wage Class to routinely report to the worksite on days that weather
15 conditions did not permit for the commencement of work, and not paying Reporting Time Pay as
16 mandated by Wage Order 14 § 5 (A), Defendants have failed to pay Plaintiff and the Minimum
17 Wage Class all minimum wages.

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

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

1 ///

2 ///

3 **SECOND CAUSE OF ACTION**

4 **FAILURE TO PAY ALL OVERTIME WAGES**

5 **(AGAINST ALL DEFENDANTS)**

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

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

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

16 38. Wage Order 14 § 5 (A) requires that "Each workday an employee is required to
17 report for work and does report, but is not put to work or is furnished less than half said
18 employee's usual or scheduled day's work, the employee shall be paid for half the usual or
19 scheduled day's work, but in no event for less than two hours nor more than four hours, at the
20 employee's regular rate of pay, which shall not be less than the minimum wage." By requiring
21 Plaintiff and the Overtime Class to routinely report to the worksite on days that weather conditions
22 did not permit for the commencement of work, and not paying Plaintiff Reporting Time Pay as
23 mandated by Wage Order 14 § 5 (A), Defendants have failed to pay Plaintiff and the Overtime
24 Class all overtime wages.

25 39. 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, Wage Order 14, and

Code of Civil Procedure § 1021.5.

///

THIRD CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

41. Wage Order 14, § 12 and California Labor Code §§ 226.2, 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

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

43. 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.

FOURTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

45. 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.

46. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, unpaid

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

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

12 **FIFTH CAUSE OF ACTION**

13 **WAGE STATEMENT VIOLATIONS**

14 **(AGAINST ALL DEFENDANTS)**

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

16 49. Plaintiff is informed and believes, and based thereon alleges, that Defendants
17 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
18 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
19 number of hours worked, and meal & rest period premiums in violation of Labor Code § 226 *et*
20 *seq.* Furthermore, Defendants issued facially deficient wage statements in violation of Labor
21 Code 226(a)(8) by failing to meet its affirmative obligation to identify the legal entity and address
22 of the client-employer grower(s), which requires that that farm labor contractors identify "the
23 name and address of the legal entity that secured the services of the employer". Defendants' wage
24 statements issued to Plaintiff are facially in violation of this code section as they simply list the
25 name "Porterville Citrus", instead of the full legal name of the client employer grower "Porterville
26 Citrus, Inc.", and do not list the address of Porterville Citrus, Inc.

27 50. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with
28 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,

1 among other things, the non-payment of all minimum wages, overtime wages, meal and rest
2 period premium wages, and deprived them of the information necessary to identify the
3 discrepancies in Defendants' reported data.

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

8 **SIXTH CAUSE OF ACTION**

9 **UNFAIR COMPETITION**

10 **(AGAINST ALL DEFENDANTS)**

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

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

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

24 55. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
25 herein, Plaintiff for herself and on behalf of the members of the Classes, seek full restitution of
26 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
27 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

28 56. The acts complained of herein occurred within the last four years immediately

preceding the filing of the Complaint in this action.

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

SEVENTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

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

60. Due to Defendants' unlawful policy and practice of requiring employees to purchase their own fruit bags & suspenders, steel buckets, shears/scissors & knives, leather sleeves & gloves, and utilize their personal cellular phones in the performance of their job duties, Defendants have violated Labor Code § 2802.

61. 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.

62. 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.

EIGHTH CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

64. Plaintiff is informed and believe, and based thereon allege, that Defendants failed 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 Wage Order 14, § 11. 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 §§ 204, 210, 226.7, and 512.

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

NINTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

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

67. 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:

- 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 §§ 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 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, 558, and 1198;
- d. Failing to reimburse Plaintiff, the Employee Expense Class, and other aggrieved employees for all necessary work expenses incurred in violation of Labor Code §§ 2802 and 2804;
- e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. 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;
- g. Failing to pay all due wages and compensation to Plaintiff, and other aggrieved employees on those occasions where they were required to report to work but unable to perform work in violation of Labor Code §§ 203, 226, 1198 and Wage Order 14 §§ 5 (A) & 20 (A);
- h. Failing to permit and authorize Plaintiff and other aggrieved employees to exercise the use of accrued paid sick leave days in violation of Labor Code §

1 245.5;

- 2 i. Failing to pay non-exempt employees all earned wages at least twice during
3 each calendar month in violation of Labor Code § 204;
- 4 j. Failing to compensate Plaintiff and other aggrieved employees at least once
5 every week on a business day designated in advance and including all wages
6 earned up to and including the fourth day before such payday in violation of
7 Labor Code § 205;
- 8 k. Failing to pay Plaintiff and other non-exempt employees all earned wages at
9 least twice during each calendar month in violation of Labor Code § 204; and
- 10 l. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
11 employees in violation of Labor Code §§ 1174 and 1198; and
- 12 m. Failing to conform to the requirements of Labor Code § 2810.5 by failing to
13 provide Plaintiff and other aggrieved employees written notices, in the
14 language normally used to communicate employment related information to
15 the employees, containing information regarding their: i) rate(s) of pay and the
16 basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular
17 payday designated by the employer; iv) the legal name of the employer; vi) the
18 address of the legal entity that is the employer; vii) the telephone number of
19 the employer; viii) identifying information for the employer's workers'
20 compensation insurance carrier; and ix) information informing the employee
21 of their right to accrue and use paid sick leave. Despite maintaining an
22 obligation to provide these disclosures to Ms. Cervantes and other aggrieved
23 employees, FAS failed to do so in violation of Labor Code § 2810.5.

24 68. December 2, 2022, Plaintiff notified Defendants via certified mail, and notified the
25 California Labor and Workforce Development Agency ("LWDA") via its website, of
26 Defendants' violations of the California Labor Code and Plaintiff's intent to bring a claim for
27 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the
28 California Labor Code identified in Paragraph 67 (a)-(m). Now that sixty-five days have passed

1 from Plaintiff's notifying Defendants and the LWDA of these violations, and the LWDA has not
2 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
3 administrative requirements for bringing a claim under the Private Attorneys General Act with
4 respect to these violations.

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

9 **PRAYER**

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

12 1. For an order certifying the proposed Classes;
13 2. For an order appointing Plaintiff as representative of the Classes;
14 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
15 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
16 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
17 1198 and Wage Order 14 § 5(A);

18 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
19 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and
20 Wage Order 14 § 5(A);

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

23 7. Upon the Forth Cause of Action, for statutory waiting time penalties pursuant to
24 Labor Code §§ 201-203;

25 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
26 226;

27 9. Upon the Sixth Cause of Action, for restitution to Plaintiff of all money and/or
28 property unlawfully acquired by Defendants by means of any acts or practices declared by this

1 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

2 10. Upon the Seventh Cause of Action, for compensatory, consequential, general, and
3 special damages according to proof pursuant to Labor Code § 2802;

4 11. Upon the Eighth Cause of Action, for compensatory, consequential, general and
5 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

6 12. Upon the Ninth Cause of Action, (1) \$100.00 for each initial violation for each
7 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
8 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
9 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
10 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
11 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
12 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
13 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
14 each initial violation and \$200 for each subsequent violation per employee per pay period for the
15 violations of the Labor Code Sections cited in Labor Code § 2699.5;

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

18 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
19 §226, and Code of Civil Procedure § 1021.5; and
20

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

22
23 Dated: February 11, 2023

Respectfully submitted,
STANSBURY BROWN LAW, PC

24
25 By:



Daniel J. Brown
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: February 11, 2023

Respectfully submitted,
STANSBURY BROWN LAW, PC

By: _____



Daniel J. Brown
Attorneys for Plaintiff

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 90212

On February 11, 2023 I served the document listed below on the parties in this action as follows:

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

- X (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 HAND DELIVERY) I delivered to an authorized courier or driver authorized by _____ to receive documents to be delivered on the same date.
- ☐ (BY FEDERAL EXPRESS) I am readily familiar with the practice of collection and processing of correspondence for overnight delivery and know that the document(s) described herein will be deposited in a box or other facility regularly maintained by Federal Express for overnight delivery.
- X (BY EMAIL) In accordance with California Code of Civil Procedure section 1010.6 in compliance with the Judicial Council's Appendix I, Emergency Rules Related to Covid-19, Emergency Rule 12, I caused to be transmitted the document(s) described herein via the email address(s) listed on the attached service list.
- X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 11, 2023 at Venice, California.



Daniel J. Brown

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SERVICE LIST

FISHER & PHILLIPS LLP (VIA E-MAIL)

Rebecca Hause-Schultz, Esq.
621 Capitol Mall, Ste. 1400
Sacramento, CA 95814
schultz@fisherphillips.com

Attorneys for Defendant Porterville Citrus, Inc.

AGUSTIN CEBALLOS BACA DBA A & L HARVESTING (VIA USPS MAIL)

15872 Citrus Ave.
Ivanhoe, CA 93235

Presently Unrepresented Defendant