

STANSBURY BROWN LAW, PC
DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
KATHLEEN J. BECKET (SBN 334091)
kbecket@stansburybrownlaw.com
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
Tel: (323) 204-3124

Attorneys for Plaintiff

Electronically Filed
11/3/2025 9:44 AM
Superior Court of California
County of Stanislaus
Hugh K. Swift
Clerk of the Court
By: Brenda Williams, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF STANISLAUS

ROSARIO DAMAR ZEPEDA GALLARDO,
as an individual, and on behalf of all others
similarly situated,

Plaintiff,

vs.

SKITTONE ALMOND SHELLER, INC., a
California Corporation; and DOES 1 through
100,

Defendants.

Case No.: CV-25-007982

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

*[Assigned for all purposes to the Hon. Sonny
S. Sandhu, Dept. 24]*

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

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Rosario Damar Zepeda Gallardo (“Plaintiff”), an individual hereby brings this
2 First Amended Class and Representative Action Complaint (“FAC”) against Skittone Almond
3 Sheller, Inc., a California Corporation; and DOES 1 to 100, (collectively “Defendants”), and on
4 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 & Professions
8 Code § 17200 *et seq.*, Labor Code §§ 201-204, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2,
9 1197, 1198 and 2698 *et seq.*, and relevant Industrial Welfare Commission Wage Orders (“Wage
10 Orders”) in addition to seeking declaratory relief and restitution. This Court has jurisdiction over
11 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
12 this Court's jurisdictional minimum.

13 **VENUE**

14 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
15 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
16 County of Stanislaus. One or more of the Defendants, transact business, have agent(s) within the
17 County of Stanislaus, and/or otherwise are found within the County of Stanislaus , and Defendants
18 are within the jurisdiction of this Court for purposes of service of process.

19 **PARTIES**

20 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
21 Plaintiff was and currently is, a California resident. During the four years immediately preceding
22 the filing of the Complaint in this action and within the statute of limitations periods applicable
23 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
24 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
25 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
26 §§ 201-204, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, and 1198; California
27 Business & Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and the Industrial
28 Welfare Commission Wage Orders, which set employment standards for the agricultural industry.

1 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
2 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
3 continue to do) business by in the agricultural industry, and employed Plaintiff and other,
4 similarly-situated non-exempt employees within Stanislaus County and the state of California
5 and, therefore, were (and are) doing business in Stanislaus County and the State of California.

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

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

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

23 8. At all times mentioned herein, Defendants, and each of them, were members of
24 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
25 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
26 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and other
27 similarly situated non-exempt employees.

28 **GENERAL FACTUAL ALLEGATIONS**

1 9. Defendants employ non-exempt employees in the agricultural industry. Plaintiff
2 worked for Defendants as a non-exempt employee from approximately October 1, 2023 to
3 approximately October 9, 2024 after he sustained a work-related injury and was placed on
4 disability. Plaintiff's job duties included trimming and watering trees, picking up wood and
5 unloading trucks. Plaintiff worked Monday through Friday and began and ended his work day at
6 varying times of the day based on the instructions of his supervisors. Plaintiff would be scheduled
7 to work from 6:30 am to 4:00 pm or 8:30 am to 10:00 pm, Monday through Saturday. As such,
8 he routinely worked more than eight hours in any given shift. Plaintiff worked as a field worker.
9 His duties consisted of prepping the trailer, cleaning elevators, unloading almonds, trimming
10 trees, picking up wood, watering trees, and other tasks as needed.

11 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
12 other non-exempt employees were not paid for all hours worked as Defendants would not
13 accurately keep track of their actual hours worked. Upon information and belief, during at least
14 part of the season, Plaintiff's and the hours worked of other non-exempt employees were
15 manually recorded, and frequently subject to time rounding. Plaintiff and other non-exempt
16 employees never signed off on or approved the hours their supervisors recorded.

17 11. Furthermore, Plaintiff and other non-exempt employees worked overtime hours,
18 but did not receive properly calculated overtime compensation equal to one and one-half times
19 their regular rates of pay for all overtime hours worked. Upon information and belief, Defendants
20 systematically failed to pay overtime compensation due to Plaintiff and other non-exempt
21 employees when they worked the requisite number of hours to be entitled to such pay. This was
22 in part due to Defendant's improper timekeeping policies, which included time rounding which
23 failed to accurately record all time Plaintiff and other non-exempt employees actually worked.
24 As a result, Defendants failed to ensure that Plaintiff and other non-exempt employees were being
25 paid at least the minimum wage for all hours actually worked, and failed to ensure that Plaintiff
26 and other non-exempt employees received proper overtime wages for all overtime hours worked.

27 12. Plaintiff and other non-exempt employees were not authorized to take all legally
28 required rest periods free of employer control during the entirety of Plaintiff's employment with
Defendants. Plaintiff and other non-exempt employees did not receive lawful rest periods, as these

periods were not always timely provided and were frequently interrupted. Even though Plaintiff and other non-exempt employees often worked more than ten (10) hours in a work day, they were not authorized to take a timely first, or when required, a timely third 10-minute rest period. Despite Defendants' failure to authorize and permit Plaintiff and other non-exempt employees to take all lawful paid rest periods, due to their uniform and unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon information and belief, Defendants maintained no payroll code or mechanism for the payment of rest period premiums in the event Plaintiff and other non-exempt employees were not authorized to take lawful rest periods.

13. Defendants also did not always provide Plaintiff and other non-exempt employees with a legally compliant first meal period by the end of the fifth hour they worked within any given day. Indeed, Plaintiff would routinely begin his work day at 6:30 a.m. and not be permitted to begin his meal period until noon. At times when Plaintiff worked in the field, he would not receive a second meal period if he worked over ten hours, and would not always receive timely second meal periods when he worked in the factory. Furthermore, to the extent that Plaintiff and other non-exempt employees were authorized to exercise their first meal periods, on information and belief they were not allowed to leave the premises for their meal periods, thus making them inherently non-compliant. Despite Defendants' failure to provide Plaintiff and other non-exempt employees with all lawful meal periods due to their uniform and unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

14. Additionally, Defendants forced Plaintiff to wait a full week for his final paycheck, in violation of Labor Code § 201.

15. As a result of Defendants' failure to pay all overtime wages, and failure to provide all required meal periods and authorize all rest periods or pay premium pay in lieu thereof, Defendants have maintained inaccurate payroll records, failed to timely pay all wages owed to separating employees at the time of their separation, and issued inaccurate wage statements. These

statements were also inaccurate and confusing, as rather than stating the overtime hours and overtime rate of pay, it appears the total hours of work per pay period were displayed as paid at the regular rate, and then the overtime hours were credited again at an additional half-rate. It appears that these two columns listing these hours were then totaled, indicating either an inaccurate total hour amount or a failure to pay all overtime owed. For example, Plaintiff's pay stub number 39213 shows he worked 62.09 hours at the regular rate of pay in that 7-day pay period of October 30, 2023 to November 5, 2023, and then indicates an additional payment at half his rate for 22.09 hours. These hours are then totaled to indicate 84.19 total hours worked – but the gross amount paid is \$1,279.87—equal to 40 hours at his regular rate of \$17.89 and 22.09 hours at time and on half, or 62.09 total hours worked.

16. Defendants also required Plaintiff and other non-exempt employees to use their cell phones and gloves for work purposes, , but failed to reimburse Plaintiff and other non-exempt employees for these necessary business expenses, in violation of California Labor Code section 2802.

17. Defendants further failed to issue to Plaintiff and other non-exempt employees accurate itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee

18. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Plaintiff and other aggrieved employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part

of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the employer; vii) identifying information for the employer's workers' compensation insurance carrier; and viii) information informing the employee of their right to accrue and use paid sick leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

CLASS ACTION ALLEGATIONS

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

- a. The Minimum Wage Class consists of all current and former non-exempt employees of Defendants who performed in California and were subject to Defendants' timekeeping systems and/or practices during the four years immediately preceding the filing of this lawsuit through the present.
- b. The Overtime Wage Class consists of all current and former non-exempt employees of Defendants who performed work in California and who worked overtime hours during the four years immediately preceding the filing of this lawsuit through the present.
- c. The Rest Period Class consists of all current and former non-exempt employees of Defendants who performed work in California and who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of this lawsuit through the present.
- d. The Meal Period Class consists of all current and former non-exempt employees of Defendants who performed work in California and: (i) worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work, and who could not leave the premises during a meal period and who do not have a corresponding meal period premium payment made for such shifts and/or (ii) worked at least one shift in excess of 10.0 hours while performing work for Defendants in California

without a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work, and who do not have a corresponding meal period premium payment made for such shifts during the four years preceding the filing of this lawsuit through the present.

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

f. The 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.

The Employee Expense Class consists of all 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 work related cell phone use and specific items of required clothing during the four years immediately preceding the filing of this lawsuit to the present.

20. **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 one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

21. **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 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' unlawful 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 provided accurate, itemized wage statements to members of the Classes; and
- vii. 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.
- viii. Whether Defendants failed to reimburse members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their duties.

22. Predominance of Common Questions: Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping policies and practices, meal and rest period policies and practices, wage statement policies and practices, and the policies and practices regarding the timely payment of final wages. As such, the common questions predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

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

24. **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.

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

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

10 **FIRST CAUSE OF ACTION**

11 **MINIMUM WAGE VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

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

14 27. Wage Order 5, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
15 right of employees to be paid minimum wages for all hours worked in amounts set by state law.
16 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
17 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
18 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
19 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
20 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
21 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
22 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
and Wage Order 5.

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

28 29. As a direct and proximate result of Defendants' unlawful conduct as alleged

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

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

11 **SECOND CAUSE OF ACTION**

12 **FAILURE TO PAY ALL OVERTIME WAGES**

13 **(AGAINST ALL DEFENDANTS)**

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

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

19 33. At all times relevant herein, Defendants were required to properly compensate
20 Plaintiff and other non-exempt employees for all overtime hours worked pursuant to California
21 Labor Code § 1194 and Wage Order 5. Wage Order 5, § 3 requires an employer to pay overtime
22 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
23 in the Wage Order.

24 34. At all times relevant herein, Defendants caused Plaintiff and other non-exempt
25 employees to work overtime hours but did not compensate Plaintiff or other non-exempt
26 employees at one and one-half times their regular rate of pay for such hours.

27 35. The foregoing policies and practices are unlawful and create entitlement to
28 recovery by Plaintiff and other non-exempt employees in a civil action for the unpaid amount of

overtime premiums owing, including interest thereon, statutory and civil penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 5, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

37. Plaintiff is informed and believes, and based thereon alleges, 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 5, § 11. Despite Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal Period Class at their respective regular rates of compensation, in accordance with California Labor Code §§ 204, 210, 226.7, and 512.

38. 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 5, and Civil Code §§ 3287(b) and 3289.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

40. Wage Order 5, § 12 and California Labor Code §§ 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.

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

42. The foregoing violations create an entitlement to recovery by Plaintiff and other

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

5 **FIFTH CAUSE OF ACTION**

6 **WAGE STATEMENT VIOLATIONS**

7 **(AGAINST ALL DEFENDANTS)**

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

9 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
10 knowingly and intentionally, as a matter of uniform practice and policy, failed to furnish Plaintiff
11 and other members of the Wage Statement Class with accurate, itemized wage statements that
12 included, among other requirements, accurate total gross wages earned, meal and rest period
13 premiums, and total net wages earned in violation of Labor Code §226 *et seq.*

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

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

23 **SIXTH CAUSE OF ACTION**

24 **WAITING TIME PENALTIES**

25 **(AGAINST ALL DEFENDANTS)**

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

27 48. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
28 an employer to pay all wages immediately at the time of termination of employment in the event

1 the employer discharges the employee or the employee provides at least 72 hours of notice of
2 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
3 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
4 employee's last date of employment.

5 49. Defendants failed to timely pay Plaintiff and other members of the Waiting Time
6 Class all final wages due to them at the time of their separation including, among other things,
7 underpaid overtime wages owed, and meal and rest period premium wages. Further, Plaintiff is
8 informed and believes, and based thereon alleges, that as a matter of uniform policy and practice,
9 Defendants continue to fail to pay Plaintiff and other non-exempt employees all earned wages at
10 the end of employment in a timely manner pursuant to the requirements of Labor Code §§ 201-
11 203. Defendants' failure to pay all final wages was willful within the meaning of Labor Code §
12 203.

13 50. Defendants' willful failure to timely pay Plaintiff and other members of the
14 Waiting Time Class their earned wages upon separation from employment results in a continued
15 payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff
16 and other non-exempt employees are entitled to compensation pursuant to Labor Code § 203,
17 plus reasonable attorneys' fees and costs of suit.

18 **SEVENTH CAUSE OF ACTION**

19 **UNFAIR COMPETITION**

20 **(AGAINST ALL DEFENDANTS)**

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

22 52. Defendants have engaged and continue to engage in unfair and/or unlawful
23 business practices in California in violation of California Business and Professions Code § 17200
24 *et seq.*, by failing to pay Plaintiff and other non-exempt employees all overtime wages, failing
25 to provide all required meal periods, failing to authorize and permit all required rest periods,
26 failing to pay meal and rest period premium wage payments, failing to furnish accurate wage
27 statements, and willfully failing to timely pay Plaintiff other non-exempt employees all final
28 wages upon separation of employment.

53. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive other non-exempt employees of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

54. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and other non-exempt employees, seeks full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

56. Plaintiff was compelled to retain the services of counsel to file this court action to protect his interests and 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 he is entitled to recover under Code of Civil Procedure § 1021.5.

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

58. 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..."

59. Due to Defendants' unlawful policy and practice of requiring employees to purchase gloves and other attire, as well as use their personal cell phones in the performance of their job duties and not providing Plaintiff and other non-exempt employees reimbursement for same, Defendants have violated Labor 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

1 in violation of Labor Code § 2810.5;

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

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

7 64. On August 19, 2025, Plaintiff notified Defendants via certified mail, and notified
8 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
9 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
10 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the
11 California Labor Code identified in Paragraph 63 (a)-(l). Now that sixty-five days have passed
12 from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not
13 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
14 administrative requirements for bringing a claim under the Private Attorneys General Act with
15 respect to these violations.

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

20 **PRAYER**

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

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

special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 5, § 5(A);

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

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

8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq*;

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

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

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

12. Upon the Ninth Cause of Action, for (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 the violations of the Labor Code Sections cited in Labor Code § 2699.5;

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

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

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

4
5 Dated: November 3, 2025

Respectfully submitted,
STANBURY BROWN LAW, PC

6
7 By:



Daniel J. Brown
Kathleen J. Becket
Attorneys for Plaintiff

8
9
10
11
12 **DEMAND FOR JURY TRIAL**

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

15
16 Dated: November 3, 2025

Respectfully submitted,
STANBURY BROWN LAW, PC

17
18 By:



Daniel J. Brown
Kathleen J. Becket
Attorneys for Plaintiff

1
2 **PROOF OF SERVICE**

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

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

7 On November 3, 2025, I served the document listed below on the parties in this action as
8 follows:

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

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

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

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

22 Executed on November 3, 2025, at South Gate, CA.

23 Laura Romero

24
25 Laura Romero
26
27
28

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

Gordon Rees Scully Mansukhani
Mandeep Sanghera, Esq.
315 Pacific Ave.
San Francisco, CA. 94111
mwayne@grsm.com
msanghera@grsm.com
sxvasquez@grsm.com

Attorneys for Defendant Skittone Almond Sheller, Inc.