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Superior Court of California
County of Fresno
By: Anthony Carrillo, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF FRESNO

ELIVAN CRUZ ORTIZ, as an individual, and
on behalf of all others similarly situated,

Plaintiff,

vs.

SUN VALLEY RAISINS, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No.: 25CECG04222

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

*[Assigned for all purposes to the Hon. Lisa
M. Gamoian]*

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

- (1) MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, AND 1197);**
- (2) FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 551, 552, 558,
1194, AND 1198);**
- (3) MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512);**
- (4) REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.2, 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 FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);**

**(9) FAILURE TO PROVIDE PAID
SICK LEAVE (LABOR CODE §§
233, 245.5, 246, 246.5); AND**

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Elivan Cruz Ortiz (“Plaintiff”), as an individual, and on behalf of all others
2 similarly situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“FAC”) against Sun Valley Raisins, Inc.; and DOES 1 to 100, (collectively “Defendants”), and
4 on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this First Amended Class and Representative Action
7 Complaint for recovery of unpaid wages and penalties under California Business & Professions
8 Code § 17200 *et seq.*, Labor Code §§ 201-204, 205, 226.2, 226.7, 510, 512, 516, 551, 558,
9 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*; and the relevant Industrial Welfare
10 Commission Wage Orders (“Wage Orders”), in addition to seeking declaratory relief and
11 restitution. This Court has jurisdiction over Defendants’ violations of the California Labor Code
12 because the amount in controversy exceeds 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 Fresno. One or more of the Defendants, transact business, have agent(s) within the
17 County of Fresno, and/or otherwise are found within the County of Fresno, and Defendants are
18 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, 205, 226.2, 226.7, 510, 512, 516, 551, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802,
27 2698 *et seq.*; California Business & Professions Code § 17200 *et seq.* (“Unfair Competition
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1 Law”); and Wage Order 14, which sets employment standards for Agricultural Occupations.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
4 continue to do) business by employing seasonal farm labor employees to harvest agricultural
5 commodities in the United States, and employed Plaintiff and other, similarly-situated non-
6 exempt employees within Fresno County and the state of California and, therefore, were (and are)
7 doing business in Fresno 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 believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and other similarly situated non-exempt employees to be subject
15 to the 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.

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,
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1 Plaintiff alleges that all Defendants were joint employers for all purposes of Plaintiff and other
2 similarly situated non-exempt employees.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Defendants are in the agricultural business involved with all aspects of raisin
5 production from growing the grapes to distributing the final product to a global market. Plaintiff
6 worked for Defendants as a non-exempt production lead from 2009 to November 6, 2024. His
7 duties included driving a forklift, serving as a machine repair mechanic, packing raisins and
8 heading the production line. Despite working anywhere from between 8.5-9.5 hours per day and
9 longer, Plaintiff was frequently deprived of proper regular rate and overtime pay. Defendants did
10 not employ accurate timekeeping practices and failed to pay Plaintiff for both off-the-clock work
11 and all overtime hours worked. At no time during his employment did Defendant board or lodge
12 Plaintiff.

13 10. During Plaintiff's employment with Defendants, Plaintiff generally worked
14 Monday through Saturday. Plaintiff's most recent daily scheduled hours were approximately 3:00
15 p.m. to 12 midnight, Monday-Saturday. When Plaintiff first began working for Defendants, his
16 hours were much longer, generally from 4 a.m. to 5 or 6 p.m. In addition, Plaintiff was randomly
17 called in 1-2 hours early on occasions when other employees did not show. On these occasions,
18 Plaintiff would be improperly paid for his entire shift without the night shift differential he was
19 usually paid, because he clocked in earlier (but did not leave earlier). He was also not
20 compensated with overtime pay properly calculated at his regular rate. On the infrequent
21 occasions meal and rest break premiums were paid, they were similarly improperly calculated
22 due in part to failing to incorporate shift differentials and annual bonuses into this calculation.

23 11. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
24 other non-exempt employees were not properly paid for all hours worked as Defendants would
25 not accurately keep track of their actual hours worked, including but not limited to all overtime
26 hours worked for shifts in excess of 8 hours or in excess of 40 hours in the same week. Upon
27 information and belief, the time records maintained by Defendants were not reflective of the
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1 actual number of hours that Plaintiff and other non-exempt employees actually worked. This was
2 in part due to Defendants' failure to account for employees working through meal periods and
3 and off-the-clock work, such as pre-shift Covid-precautionary measures and requiring Plaintiff
4 and other non-exempt employees to stand in line to clock in using their fingerprint. Plaintiff
5 estimates that he stood in line 10 minutes each day to clock in and another ten minutes each night
6 to clock out.

7 12. Plaintiff and other non-exempt employees were not authorized to take all legally
8 required meal periods. Plaintiff's meal periods were often interrupted and cut short due to
9 exigencies on the production line, including but not limited to needs to address production line
10 malfunctions. Other times, Plaintiff's meal breaks were late for the same reason. Plaintiff was
11 required to clock out for lunch, but was often not authorized to take a meal period after doing so.
12 Other times Plaintiff was deprived of a meal period altogether, because there was no one available
13 to relieve him from duty. Similarly, Plaintiff would be deprived of compliant second meal periods
14 or deprived of them altogether for the same reasons. Defendants failed to compensate Plaintiff
15 and other non-exempt employees with an hour of pay at their regular rate for every meal period
16 violation as required by Labor Code § 226.7, due to shortened, late or interrupted meal periods.

17 13. Similarly Plaintiff and other non-exempt employees were not authorized to take
18 all legally required rest periods. Plaintiff rarely if ever was permitted lawful rest breaks due to
19 exigencies on the production line and the need to repair malfunctioning or broken equipment.
20 Defendants failed to compensate Plaintiff and other non-exempt employees with an hour of pay
21 at their regular rate for each shift that included a rest period violation as required by Labor Code
22 § 226.7. Upon information and belief, Defendants maintained no payroll code or another
23 mechanism for the payment of rest period premiums in the event Plaintiff and other non-exempt
24 employees were not authorized to take lawful rest periods.

25 14. As a result of Defendants' failure to accurately compensate Plaintiff and other non-
26 exempt employees for non-productive time, failure to pay all minimum and overtime wages at
27 the properly calculated regular rate, and failure to provide all legally compliant meal periods and
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1 authorize all rest periods or pay premium pay in lieu thereof, Defendants have maintained
2 inaccurate payroll records, failed to timely pay all wages owed to separating employees at the
3 time of their separation, and issued inaccurate wage statements. Furthermore, Defendants have
4 maintained facially inaccurate wage statements by failing to include the name and address of the
5 legal entity that secured the services of the employer in violation of Labor Code §226(a)(8).

6 15. Defendants also failed to adequately reimburse Plaintiff for all reasonable and
7 necessary work expenditures. Specifically, Plaintiff and other non-exempt employees were made
8 to utilize their personal cellular phones for business purposes on a daily basis in order in order to
9 receive directions from supervisors. Despite this reality, Plaintiff and other non-exempt
10 employees were not provided any sort of compensation for the use of their personal cellular
11 phones for business purposes. Additionally, Plaintiff and other non-exempt employees were
12 made to utilize their personal vehicles to move from one location to another during the same
13 workday, but were not ever provided any reimbursement for these gas and mileage expenses.

14 16. Defendants failed to meet their obligations to provide paid sick leave to Plaintiff
15 and other non-exempt employees under Labor Code §245.5(b) which requires that employers
16 authorize and permit its employees who worked 30 or more days within a year to accrue paid sick
17 leave, and to allow them to exercise paid sick leave on or after their 90th day of employment.
18 Despite meeting all of the statutory requirements for being able to accrue and utilize paid sick
19 leave, Plaintiff and other non-exempt employees were not provided paid sick leave on those
20 occasions where they needed to take a “sick day” in violation of Labor Code §245.5(b). Instead,
21 Plaintiff and other non-exempt employees were generally told that because there was no one
22 available to cover their shift, they were not authorized to take a sick day.

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

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

5 **CLASS ACTION ALLEGATIONS**

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

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

not limited to: i) the use of their personal cellular phones for work purposes; and/or
ii) personal vehicle expenses (including gas & mileage) during the four years
immediately preceding the filing of this lawsuit to the present.

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

g. The Waiting Time Class consists of all of Defendants' formerly employed non-
exempt employees in California employed during the three years immediately
preceding the filing of this lawsuit through the present who were not paid their
proper wages within the permitted timeframe after separating from employment
with Defendants.

h. The Sick Leave Class consists of all current and former non-exempt employees of
Defendants who performed work in California who worked at least 30 days in a
one-year period during the four years immediately preceding the filing of this
lawsuit through the present.

19. **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.

20. **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;
- viii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were lawful; and
- ix. Whether Defendants provided members of the Sick Leave Class with paid sick leave on occasions where they needed to take a "sick day."

21. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping policies and practices, meal and rest period policies and practices, non-reimbursement policies and practices, wage statement policies and practices, and the policies and practices regarding the timely payment of final wages. As such, the common questions

predominate over individual questions concerning each individual class member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

22. **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 his separation of employment.

23. **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.

24. **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

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

14 **FIRST CAUSE OF ACTION**

15 **MINIMUM WAGE VIOLATIONS**

16 **(AGAINST ALL DEFENDANTS)**

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

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

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

6 28. As a direct and proximate result of Defendants' unlawful conduct as alleged herein,
7 Plaintiff and the Minimum Wage Class have sustained economic damages, including but not
8 limited to, unpaid wages and lost interest in an amount to be established at trial, and are entitled to
9 recover economic and statutory damages and penalties and other appropriate relief as a result of
10 Defendants' violations of the California Labor Code and Wage Order 14.

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

17 **SECOND CAUSE OF ACTION**

18 **FAILURE TO PAY ALL OVERTIME WAGES**

19 **(AGAINST ALL DEFENDANTS)**

20 30. Plaintiff re-allege and incorporates by reference all previous paragraphs.

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

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

3 33. The foregoing policies and practices are unlawful and create entitlement to recovery
4 by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums
5 owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
6 according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 14, and Code
7 of Civil Procedure § 1021.5.

8 **THIRD CAUSE OF ACTION**

9 **MEAL PERIOD VIOLATIONS**

10 **(AGAINST ALL DEFENDANTS)**

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

12 35. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
13 in their affirmative obligation to provide all of their non-exempt employees in California, including
14 Plaintiff and members of the Meal Period Class with all legally compliant meal periods in
15 accordance with the mandates of the California Labor Code and Wage Order 14, § 11. Despite
16 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
17 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§
18 204, 210, 226.7, and 512.

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

23 **FOURTH CAUSE OF ACTION**

24 **REST PERIOD VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

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

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

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

5 40. The foregoing violations create an entitlement to recovery by Plaintiff and members
6 of the Rest Period Class in a civil action for the unpaid rest period wages and the amount of rest
7 period premiums owing, including interest thereon, as well as statutory penalties, civil penalties,
8 and costs of suit according to California Labor Code §§226.2, 226.7, 516, 558, and Civil Code §§
9 3287(b) and 3289.

10 **FIFTH CAUSE OF ACTION**

11 **WAGE STATEMENT VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

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

14 42. Plaintiff is informed and believes, and based thereon alleges, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
16 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
17 number of hours worked, and meal & rest period premiums in violation of Labor Code § 226 *et*
18 *seq.* Furthermore, Defendants issued facially deficient wage statements in violation of Labor Code
19 226(a)(8) by failing to meet its affirmative obligation to identify the legal entity and address of the
20 client-employer grower(s), which requires that that farm labor contractors identify “the name and
21 address of the legal entity that secured the services of the employer”. Defendants’ wage statements
22 issued to Plaintiff are facially in violation of this code section as they do not provide any
23 identifying information regarding the address(es) of the client-employers.

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

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

7 **SIXTH CAUSE OF ACTION**

8 **WAITING TIME PENALTIES**

9 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

SEVENTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

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

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

51. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes 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.

52. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seek 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.

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

54. Plaintiff is compelled to retain the services of counsel to file this court action to protect his 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

1 interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which he
2 is entitled to recover under Code of Civil Procedure § 1021.5.

3 **EIGHTH CAUSE OF ACTION**

4 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

5 **(AGAINST ALL DEFENDANTS)**

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

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

11 57. Due to Defendants' unlawful policy and practice of requiring employees to utilize
12 their personal cellular phones in addition to requiring them to utilize their personal vehicles to
13 travel between fields in the performance of their work duties, Defendants have violated Labor
14 Code § 2802.

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

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

21 **NINTH CAUSE OF ACTION**

22 **FAILURE TO PROVIDE PAID SICK LEAVE**

23 **(AGAINST ALL DEFENDANTS)**

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

25 61. This cause of action is brought pursuant to Labor Code §§ 233, 246, and 246.5,
26 which provide that an employer shall not deny an employee the right to use sick leave, and Labor
27 Code § 233 provides a private right of action for the failure to permit and authorize exercise of
28 accrued paid sick leave.

62. At all times relevant herein, Defendants were required to permit and authorize Plaintiff and members of the Sick Leave Class to accrue and exercise their accrued paid sick leave pursuant to California Labor Code §§ 233, 245.5, 246 and 246.5. Further, at all times relevant herein, Defendants were subject to Labor Code § 246(b)(1) which states that “[a]n employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment...”

63. Due to Defendants’ unlawful policy and practice of preventing Plaintiff and members of the Sick Leave Class from receiving their accrued paid sick leave, Defendants have violated California Labor Code §§ 233, 245.5, 246 and 246.5.

64. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Sick Leave Class in a civil action for damages and attorneys’ fees and costs, according to California Labor Code § 233 and Civil Code §§ 3287 and 3289.

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

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

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

66. 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

1 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent
2 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each
3 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per
4 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
5 subsequent violation per employee per pay period for those violations of the Labor Code for which
6 no civil penalty is specifically provided, based on the following Labor Code violations:

- 7 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
8 Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-
9 552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 10 b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all
11 earned overtime compensation in violation of Labor Code §§ 204, 510, 558,
12 1194, and 1198;
- 13 c. Failing to authorize and permit all legally required rest periods, and failure to
14 pay rest period premium wages, to Plaintiff, the Rest Period Class, and other
15 aggrieved employees at the regular rate of compensation in violation of Labor
16 Code §§ 226.7, 516, and 558;
- 17 d. Failing to provide all legally required meal periods, and failure to pay meal
18 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
19 employees at the regular rate of compensation in violation of Labor Code §§
20 226.7, 512, and 1198;
- 21 e. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved
22 employees for necessary business expenditures incurred by Plaintiff, the
23 Employee Expense Class and other aggrieved employees in violation of Labor
24 Code §§ 2800, 2802 and 2804;
- 25 f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
26 employees with complete, accurate, itemized wage statements in violation of
27 Labor Code § 226;
- 28 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

1 in violation of Labor Code §§ 201, 202, and 203;

2 h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least
3 twice during each calendar month in violation of Labor Code § 204;

4 i. Failing to permit and authorize Plaintiff and other non-exempt to exercise the
5 use of their accrued paid sick leave days in violation of Labor Code § 245.5,
6 246, and 248.5;

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

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

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

15 67. On September 10, 2025, Plaintiff notified Defendants via certified mail, and
16 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of
17 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
18 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the
19 California Labor Code identified in Paragraph 67 (a)-(l). Now that sixty-five days have passed
20 from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not
21 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
22 administrative requirements for bringing a claim under the Private Attorneys General Act with
23 respect to these violations.

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

1 **PRAYER**

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

- 4 1. For an order certifying the proposed Classes;
- 5 2. For an order appointing Plaintiff as representative of the Classes;
- 6 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 7 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
8 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
9 1197;
- 10 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
11 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
- 12 6. Upon the Third Cause of Action, for compensatory, consequential, general and
13 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 14 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
15 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;
- 16 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
17 226, *et seq.*;
- 18 9. Upon the Sixth Cause of Action, for statutory waiting time penalties pursuant to
19 Labor Code § 201-203;
- 20 10. Upon the Seventh Cause of Action, for restitution to Plaintiff and other non-
21 exempt employees of all money and/or property unlawfully acquired by Defendants by means of
22 any acts or practices declared by this Court to be in violation of Business and Professions Code §
23 17200 *et seq.*;
- 24 11. Upon the Eighth Cause of Action, for compensatory, consequential, general and
25 special damages according to proof pursuant to Labor Code § 2802;
- 26 12. Upon the Ninth Cause of Action, for compensatory, consequential, general and
27 special damages according to proof pursuant to Labor Code § 233;
- 28 13. Upon the Tenth Case 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;

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

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

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

Dated: November 26, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:



Daniel J. Brown
Kathleen J. Becket
Attorney for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: November 26, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:



Daniel J. Brown
Kathleen J. Becket
Attorney 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 90291

On December 1, 2025, I served the document listed below on the parties in this action as follows:

- FIRST AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

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

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

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

Executed on December 1, 2025, at South Gate, CA.

Laura Romero

Laura Romero

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