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Superior Court of California
County of Fresno
By: Rosa Garza, Deputy

Attorneys for Plaintiff Catarino Puentes

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

CATARINO PUENTES, individually, and
on behalf of other members of the general
public similarly situated, and as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"),

Plaintiff,

vs.

SUN-MAID GROWERS OF
CALIFORNIA, a California Agricultural
Cooperative; PLUM, PBC, doing business
in California as PLUM ORGANICS, a
Delaware public benefit corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 25CECG05084

**FIRST AMENDED CLASS ACTION
COMPLAINT & ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698, ET
SEQ.**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 (Unpaid Minimum Wages);
- (3) Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 (Failure to Provide Meal Periods);
- (4) Violation of California Labor Code §§ 226.7, 516, and 1198 (Failure to Authorize and Permit Rest Periods);
- (5) Violation of California Labor Code §§ 226(a), 1174(d), and 1198 (Non-Compliant Wage Statements and Failure to Maintain Payroll Records);
- (6) Violation of California Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (7) Violation of California Labor Code § 204 (Failure to Timely Pay Wages During Employment);
- (8) Violation of California Labor Code § 2802 (Unreimbursed Business Expenses);

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- (9) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (11) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Catarino Puentes, individually and on behalf of all other members of the public
2 similarly situated, and as an aggrieved employee and on behalf of all aggrieved employees,
3 alleges as follows:

4 JURISDICTION AND VENUE

5 1. This class action is brought pursuant to California Code of Civil Procedure
6 section 382 and California Labor Code sections 2698, *et seq.* (“PAGA”) to recover civil
7 penalties and any other available relief on behalf of Plaintiff, the State of California, and other
8 current and former employees who worked for Defendants in California as non-exempt,
9 hourly paid employees and received at least one wage statement and against whom one or
10 more violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any
11 provision regulating hours and days of work in the applicable Industrial Welfare Commission
12 (“IWC”) Wage Order were committed, as set forth in this complaint. The monetary damages,
13 penalties, and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the
14 Superior Court and will be established according to proof at trial. This Court has jurisdiction
15 over this action pursuant to the California Constitution, Article VI, section 10. The statutes
16 under which this action is brought do not specify any other basis for jurisdiction. Plaintiff’s
17 share of damages, penalties, and other relief sought in this action do not exceed \$75,000.

18 2. This Court has jurisdiction over Defendants because Defendants are either
19 citizens of California, have sufficient minimum contacts in California, or otherwise
20 intentionally avail themselves of the California market so as to render the exercise of
21 jurisdiction over them by the California courts consistent with traditional notions of fair play
22 and substantial justice. There is no basis for federal diversity jurisdiction in this action
23 because there is no complete diversity, and this case falls within the statutory exceptions to
24 “minimal diversity” jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4).
25 Upon information and belief, two-thirds or more of the class members and Defendants are
26 citizens of California and/or (a) two-thirds of the class members and Defendants are citizens
27 of California; (b) the alleged wage and hour violations occurred in California; (c) significant
28 relief is being sought against Defendants whose violations of California wage and hour laws

1 form a significant basis for Plaintiff's claims; and (d) no other class action has been filed
2 within the past three (3) years on behalf of the same proposed class against Defendants
3 asserting the same or similar factual allegations.

4 3. Venue is proper in this Court, because Defendants filed Statement of
5 Information forms with the California Secretary of State designating a principal place of
6 business in Fresno, County of Fresno, in accordance with California Corporations Code
7 section 2105(a)(3). Cal. Code Civ. P. § 395.5. Venue is also proper in this Court because
8 Defendants employ persons in this county, and employed Plaintiff in this county, and thus a
9 substantial portion of the transactions and occurrences related to this action occurred in this
10 county.

11 THE PARTIES

12 4. Plaintiff Catarino Puentes is a resident of Fresno, in Fresno County, California.
13 Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately
14 March 2025 to June 2025. Plaintiff worked as a Forklift Operator for Defendants at their
15 facility located at 13525 S. Bethel Avenue, Kingsburg, California 93631. During his
16 employment, Plaintiff typically worked eight (8) hours per day or more, and five (5) days or
17 more per week. At the time Plaintiff's employment with Defendants ended, he was
18 compensated approximately \$18.78 per hour. Plaintiff's primary job duties included, without
19 limitation, operating a forklift; loading and unloading bins; weighing, removing, and stacking
20 bins; and maintaining forklift fluid levels and completing daily forklift inspections checklists.

21 5. SUN-MAID GROWERS OF CALIFORNIA was and is, upon information and
22 belief, a California Agricultural Cooperative, and at all times hereinafter mentioned, an
23 employer whose employees are engaged throughout this county, the State of California.

24 6. PLUM, PBC (doing business in California as PLUM ORGANICS) was and is,
25 upon information and belief, a Delaware public benefit corporation, and at all times
26 hereinafter mentioned, an employer whose employees are engaged throughout this county, the
27 State of California.

28 7. Plaintiff is unaware of the true names or capacities of the Defendants sued

1 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
2 amend the complaint and serve such fictitiously named Defendants once their names and
3 capacities become known.

4 8. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
5 were the partners, agents, owners, or managers of SUN-MAID GROWERS OF
6 CALIFORNIA and PLUM, PBC, at all relevant times.

7 9. Plaintiff is informed and believes, and thereon alleges, that each and all of the
8 acts and omissions alleged herein was performed by, or is attributable to, SUN-MAID
9 GROWERS OF CALIFORNIA; PLUM, PBC; and/or DOES 1 through 10 (collectively,
10 “Defendants” or “SUN-MAID”), each acting as the agent, employee, alter ego, and/or joint
11 venturer of, or working in concert with, each of the other co-Defendants and was acting within
12 the course and scope of such agency, employment, joint venture, or concerted activity with
13 legal authority to act on the others’ behalf. The acts of any and all Defendants were in
14 accordance with, and represent, the official policy of Defendants.

15 10. At all relevant times, Defendants, and each of them, ratified each and every act
16 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
17 and abetted the acts and omissions of each and all the other Defendants in proximately causing
18 the damages herein alleged.

19 11. Plaintiff is informed and believes, and thereon alleges, that each of said
20 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
21 omissions, occurrences, and transactions alleged herein.

22 12. Under California law, Defendants are jointly and severally liable as employers
23 for the violations alleged herein because they have each exercised sufficient control over the
24 wages, hours, working conditions, and employment status of Plaintiff and class members.
25 Each Defendant had the power to hire and fire Plaintiff and class members, supervised and
26 controlled their work schedule and/or conditions of employment, determined their rate of pay,
27 and maintained their employment records. Defendants suffered or permitted Plaintiff and
28 class members to work and/or “engaged” Plaintiff and class members so as to create a

1 common-law employment relationship. As joint employers of Plaintiff and class members,
2 Defendants are jointly and severally liable for the civil penalties and all other relief available
3 to Plaintiff and class members under the law.

4 13. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
5 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
6 members because Defendants have:

- 7 (a) jointly exercised meaningful control over the work performed by
8 Plaintiff and class members;
- 9 (b) jointly exercised meaningful control over Plaintiff's and class members'
10 wages, hours, and working conditions, including the quantity, quality
11 standards, speed, scheduling, and operative details of the tasks
12 performed by Plaintiff and class members;
- 13 (c) jointly required that Plaintiff and class members perform work which is
14 an integral part of Defendants' businesses; and
- 15 (d) jointly exercised control over Plaintiff and class members as a matter of
16 economic reality in that Plaintiff and class members were dependent on
17 Defendants, who shared the power to set the wages of Plaintiff and class
18 members and determined their working conditions, and who jointly
19 reaped the benefits from the underpayment of their wages and
20 noncompliance with other statutory provisions governing their
21 employment.

22 14. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
23 there has existed a unity of interest and ownership between Defendants such that any
24 individuality and separateness between the entities has ceased.

25 15. SUN-MAID GROWERS OF CALIFORNIA; PLUM, PBC; and DOES 1
26 through 10 are therefore alter egos of each other.

27 16. Adherence to the fiction of the separate existence of Defendants would permit
28 an abuse of the corporate privilege, and would promote injustice by protecting Defendants

1 from liability for the wrongful acts committed by them under the name “SUN-MAID.”

2 17. Plaintiff further alleges, upon information and belief, that Defendants SUN-
3 MAID GROWERS OF CALIFORNIA and PLUM, PBC are alter egos of each other for the
4 following reasons:

- 5 (a) On the California Secretary of State’s website
6 (<https://bizfileonline.sos.ca.gov/>), SUN-MAID GROWERS OF
7 CALIFORNIA and PLUM, PBC have the same principal address and
8 mailing address, “6795 N. PALM AVE., 2ND FLOOR FRESNO, CA
9 93704”;
- 10 (b) According to their most recent “Statement of Information” forms filed
11 with the California Secretary of State, SUN-MAID GROWERS OF
12 CALIFORNIA and PLUM, PBC share the same officers, including, but
13 not limited to: John [Timothy] Renna, who serves as Secretary for SUN-
14 MAID GROWERS OF CALIFORNIA and PLUM, PBC; and Braden
15 [Michael] Bender, who serves as Chief Financial Officer for SUN-
16 MAID GROWERS OF CALIFORNIA and PLUM, PBC;
- 17 (c) On the California Secretary of State’s website, SUN-MAID GROWERS
18 OF CALIFORNIA and PLUM, PBC share the same agent for service of
19 process, “C T Corporation System”; and
- 20 (d) On information and belief, SUN-MAID GROWERS OF CALIFORNIA
21 and PLUM, PBC utilize the same standardized employment forms and
22 issue the same employment policies.

23 **GENERAL ALLEGATIONS**

24 18. Defendants are a grower-owned agricultural cooperative and manufacturers of
25 raisins and dried fruit. Upon information and belief, Defendants maintain a single, centralized
26 Human Resources (“HR”) department at their company headquarters in Fresno, California,
27 which is responsible for the recruiting and hiring of new employees, and communicating and
28 implementing Defendants’ company-wide policies, including timekeeping policies and meal

1 and rest period policies, to employees throughout California.

2 19. In particular, Plaintiff and class members, on information and belief, received
3 the same standardized documents and/or written policies. Upon information and belief, the
4 usage of standardized documents and/or written policies, including new-hire documents,
5 indicate that Defendants dictated policies at the corporate level and implemented them
6 company-wide, regardless of their employees' assigned locations or positions. Upon
7 information and belief, Defendants set forth uniform policies and procedures in several
8 documents provided at an employee's time of hire.

9 20. Upon information and belief, Defendants maintain a centralized Payroll
10 department at their company headquarters in Fresno, California, which processes payroll for
11 all non-exempt, hourly paid employees working for Defendants at their various locations in
12 California, including Plaintiff and class members. Based upon information and belief,
13 Defendants issue the same formatted wage statements to all non-exempt, hourly paid
14 employees in California, irrespective of their work locations. Upon information and belief,
15 Defendants process payroll for departing employees in the same manner throughout the State
16 of California, regardless of the manner in which each employee's employment ends.

17 21. Defendants continue to employ non-exempt or hourly paid employees in
18 California.

19 22. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
21 and advisors knowledgeable about California labor and wage law, employment and personnel
22 practices, and about the requirements of California law.

23 23. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and class
24 members were not paid for all hours worked because all hours worked were not recorded.

25 24. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to receive certain wages for
27 overtime compensation and that they were not receiving certain wages for overtime
28 compensation.

1 25. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
2 should have known that Plaintiff and class members were entitled to receive at least minimum
3 wages for compensation and that they were not receiving at least minimum wages for work
4 that was required to be done off-the-clock. In violation of the California Labor Code, Plaintiff
5 and class members were not paid at least minimum wages for work done off-the-clock.

6 26. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and class members were entitled to meal periods in
8 accordance with the California Labor Code and applicable IWC Wage Order or payment of
9 one (1) additional hour of pay at their regular rates of pay when they were not provided with
10 timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and class members
11 were not provided with all meal periods or payment of one (1) additional hour of pay at their
12 regular rates of pay when they did not receive a timely, uninterrupted, thirty (30) minute meal
13 period.

14 27. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to rest periods in
16 accordance with the California Labor Code and applicable IWC Wage Order or payment of
17 one (1) additional hour of pay at their regular rates of pay when they were not authorized and
18 permitted to take a compliant rest period and that Plaintiff and class members were not
19 authorized and permitted to take compliant rest periods or provided with payment of one (1)
20 additional hour of pay at their regular rates of pay when they were not authorized and
21 permitted to take a compliant rest period.

22 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and class members were entitled to receive complete and
24 accurate wage statements in accordance with California law. In violation of the California
25 Labor Code, Plaintiff and class members were not provided complete and accurate wage
26 statements.

27 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that they had a duty to maintain accurate and complete payroll records in

1 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
2 knowingly, and intentionally failed to do so.

3 30. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
4 should have known that Plaintiff and class members were entitled to timely payment of all
5 wages earned upon termination of employment. In violation of the California Labor Code,
6 Plaintiff and class members did not receive payment of all wages due, including, but not
7 limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within
8 permissible time periods.

9 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
10 should have known that Plaintiff and class members were entitled to timely payment of wages
11 during their employment. In violation of the California Labor Code, Plaintiff and class
12 members did not receive payment of all wages, including, but not limited to, overtime wages,
13 minimum wages, and/or meal and rest period premiums, within permissible time periods.

14 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and class members were entitled to receive full
16 reimbursement for all business-related expenses and costs they incurred during the course and
17 scope of their employment and that they did not receive full reimbursement of applicable
18 business-related expenses and costs incurred.

19 33. Plaintiff is informed and believes, and thereon alleges, that at all times herein
20 mentioned, Defendants knew or should have known that Defendants had a duty to provide
21 Plaintiff and class members with written notice of the material terms of their employment with
22 Defendants as required by the California Wage Theft Prevention Act, but failed to do so.

23 34. Plaintiff is informed and believes, and thereon alleges, that at all times herein
24 mentioned, that Defendants knew or should have known that they had a duty to provide
25 Plaintiff and class members with safety devices and safeguards to protect their life, health, and
26 safety in the workplace, but failed to do so.

27 35. Plaintiff is informed and believes, and thereon alleges, that at all times herein
28 mentioned, Defendants knew or should have known that they had a duty to compensate

1 Plaintiff and class members for all hours worked, and that Defendants had the financial ability
2 to pay such compensation, but willfully, knowingly, and intentionally failed to do so, and
3 falsely represented to Plaintiff and class members that they were properly denied wages, all in
4 order to increase Defendants' profits.

5 **PAGA REPRESENTATIVE ALLEGATIONS**

6 36. At all times herein set forth, PAGA provides that any provision of law under
7 the Labor Code and applicable IWC Wage Order that provides for a civil penalty to be
8 assessed and collected by the Labor and Workforce Development Agency ("LWDA") for
9 violations of the California Labor Code and applicable IWC Wage Order may, as an
10 alternative, be recovered by aggrieved employees in a civil action brought on behalf of
11 themselves and other current or former employees pursuant to procedures outlined in
12 California Labor Code section 2699.3.

13 37. PAGA defines an "aggrieved employee" in Labor Code section 2699(c)(1) as
14 "any person who was employed by the alleged violator and personally suffered each of the
15 violations alleged."

16 38. Plaintiff and other current and former employees of Defendants are "aggrieved
17 employees" as defined by Labor Code section 2699(c)(1) in that they are all Defendants'
18 current or former employees and each of the alleged violations were committed against them.

19 39. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
20 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
21 following requirements have been met:

22 (a) The aggrieved employee or representative shall give written notice by
23 online filing with the LWDA and by certified mail to the employer of
24 the specific provisions of the California Labor Code alleged to have
25 been violated, including the facts and theories to support the alleged
26 violation.

27 (b) An aggrieved employee's notice filed with the LWDA pursuant to
28 2699.3(a) and any employer response to that notice shall be

1 accompanied by a filing fee of seventy-five dollars (\$75).

- 2 (c) The LWDA shall notify the employer and the aggrieved employee or
3 representative by certified mail that it does not intend to investigate the
4 alleged violation ("LWDA Notice") within sixty (60) calendar days of
5 the postmark date of the aggrieved employee's notice. Upon receipt of
6 the LWDA Notice, or if no LWDA Notice is provided within sixty-five
7 (65) calendar days of the postmark date of the aggrieved employee's
8 notice, the aggrieved employee may commence a civil action pursuant
9 to California Labor Code section 2699 to recover civil penalties.

10 40. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
11 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
12 provision other than those listed in Section 2699.5 after the following requirements have been
13 met:

- 14 (a) The aggrieved employee or representative shall give written notice by
15 online filing with the LWDA and by certified mail to the employer of
16 the specific provisions of the California Labor Code alleged to have
17 been violated (other than those listed in Section 2699.5), including the
18 facts and theories to support the alleged violation.
- 19 (b) An aggrieved employee's notice filed with the LWDA pursuant to
20 2699.3(c) and any employer response to that notice shall be
21 accompanied by a filing fee of seventy-five dollars (\$75).
- 22 (c) The employer may cure the alleged violation within thirty-three (33)
23 calendar days of the postmark date of the notice sent by the aggrieved
24 employee or representative. The employer shall give written notice
25 within that period of time by certified mail to the aggrieved employee or
26 representative and by online filing with the LWDA if the alleged
27 violation is cured, including a description of actions taken, and no civil
28 action pursuant to Section 2699 may commence. If the alleged violation

1 is not cured within the 33-day period, the aggrieved employee may
2 commence a civil action pursuant to Section 2699.

3 41. On November 5, 2025, Plaintiff provided written notice by online filing to the
4 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
5 Code alleged to have been violated, including facts and theories to support the alleged
6 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written
7 notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The
8 LWDA PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned
9 Plaintiff PAGA Case Number LWDA-CM-1136380-25. On November 6, 2025, Plaintiff filed
10 an amended written notice by online filing to the LWDA and by certified mail to Defendants
11 of the specific provisions of the California Labor Code alleged to have been violated,
12 supplementing and/or clarifying the facts and theories to support the alleged violations set
13 forth in the original LWDA notice, in accordance with California Labor Code section 2699.3.
14 True and correct copies of Plaintiff's written notices to the LWDA and Defendants are
15 attached hereto as "Exhibit 1."

16 42. As of the filing date of this complaint, over 65 days have passed since Plaintiff
17 sent the notices described above to the LWDA, and the LWDA has not responded that it
18 intends to investigate Plaintiff's claims and Defendants have not cured the violations.

19 43. Thus, Plaintiff has satisfied the administrative prerequisites under California
20 Labor Code sections 2699.3(a)-(c) to recover civil penalties against Defendants for violations
21 of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d),
22 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

23 44. Labor Code section 558(a) provides "[a]ny employer or other person acting on
24 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
25 provision regulating hours and days of work in any order of the Industrial Welfare
26 Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty
27 dollars (\$50) for each underpaid employee for each pay period for which the employee was
28 underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each

1 underpaid employee for each pay period for which the employee was underpaid” Labor
2 Code section 558(c) provides “[t]he civil penalties provided for in this section are in addition
3 to any other civil or criminal penalty provided by law.”

4 45. Defendants, at all times relevant to this complaint, were employers or persons
5 acting on behalf of an employer(s) who violated Plaintiff’s and other aggrieved employees’
6 rights by violating various sections of the California Labor Code as set forth above.

7 46. As set forth below, Defendants have violated numerous provisions of both the
8 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
9 Order.

10 47. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.
11 2699(a), 2699(k), 2699.3(a)-(c), and 2699.5, and section 558, Plaintiff, acting in the public
12 interest as a private attorney general, seeks assessment and collection of civil penalties and
13 injunctive relief for himself, all other aggrieved employees, and the State of California against
14 Defendants for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
15 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403.

16 **CLASS ACTION ALLEGATIONS**

17 48. Plaintiff brings this action on his own behalf, as well as on behalf of each and
18 all other persons similarly situated, and thus seeks class certification under California Code of
19 Civil Procedure section 382.

20 49. All claims alleged herein arise under California law for which Plaintiff seeks
21 relief authorized by California law.

22 50. Plaintiff’s proposed class consists of and is defined as follows:

23 All persons who worked for Defendants as non-exempt, hourly
24 paid employees in California, at any time from March 7, 2024,
until the date of trial (“Class”).

25 51. Plaintiff’s proposed subclass consists of and is defined as follows:

26 All persons who worked for Defendants as non-exempt, hourly
27 paid employees in California and who received at least one wage
28 statement within one (1) year prior to the filing of the initial
complaint until the date of trial (“Subclass”).

1 52. Members of the Class and Subclass are referred to herein as “class members.”

2 53. Plaintiff reserves the right to redefine the Class and Subclass and to add
3 additional subclasses as appropriate based on further investigation, discovery, and specific
4 theories of liability.

5 54. There are common questions of law and fact as to class members that
6 predominate over questions affecting only individual members, including, but not limited to:

- 7 (a) Whether Defendants required Plaintiff and class members to work over
8 eight (8) hours per day, over twelve (12) hours per day, or over forty
9 (40) hours per week and failed to pay all legally required overtime
10 compensation to Plaintiff and class members;
11 (b) Whether Defendants failed to pay Plaintiff and class members at least
12 minimum wages for all hours worked;
13 (c) Whether Defendants failed to provide Plaintiff and class members meal
14 periods;
15 (d) Whether Defendants failed to authorize and permit Plaintiff and class
16 members to take rest periods;
17 (e) Whether Defendants provided Plaintiff and class members with
18 complete and accurate wage statements as required by California Labor
19 Code section 226(a);
20 (f) Whether Defendants maintained accurate payroll records as required by
21 California Labor Code section 1174(d);
22 (g) Whether Defendants failed to pay earned overtime wages, minimum
23 wages, and/or meal and rest period premiums due to Plaintiff and class
24 members upon their discharge;
25 (h) Whether Defendants failed to timely pay overtime wages, minimum
26 wages, and/or meal and rest period premiums due to Plaintiff and class
27 members during their employment;
28 (i) Whether Defendants failed to reimburse Plaintiff and class members for

necessary and required business-related expenditures and/or losses incurred by them in the scope of their employment;

- (j) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (k) Whether Defendants failed to provide Plaintiff and class members with safety devices and safeguards, such as personal protective equipment;
- (l) Whether Defendants engaged in unlawful and unfair business practices in violation of California Business & Professions Code sections 17200, *et seq.*; and
- (m) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

55. There is a well-defined community of interest in the litigation and the class members are readily ascertainable:

- (a) Numerosity: The class members are so numerous that joinder of all members would be unfeasible and impractical. The membership of the entire class is unknown to Plaintiff at this time; however, the class is estimated to be greater than one hundred (100) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.
- (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest, and Plaintiff's claims (or defenses, if any) are typical of all class members as demonstrated herein.
- (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect the interests of each class member with whom he has a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiff acknowledges that he has an obligation to make known to the Court any relationship, conflicts or differences with any class

1 member. Plaintiff's attorneys, the proposed class counsel, are versed in
2 the rules governing class action discovery, certification, and settlement.
3 Plaintiff has incurred, and throughout the duration of this action, will
4 continue to incur costs and attorneys' fees that have been, are, and will
5 be necessarily expended for the prosecution of this action for the
6 substantial benefit of each class member.

7 (d) Superiority: The nature of this action makes the use of class action
8 adjudication superior to other methods. A class action will achieve
9 economies of time, effort, and expense as compared with separate
10 lawsuits, and will avoid inconsistent outcomes because the same issues
11 can be adjudicated in the same manner and at the same time for the
12 entire class.

13 (e) Public Policy Considerations: Employers in the State of California
14 violate employment and labor laws every day. Current employees are
15 often afraid to assert their rights out of fear of direct or indirect
16 retaliation. Former employees are fearful of bringing actions because
17 they believe their former employers might damage their future
18 endeavors through negative references and/or other means. Class
19 actions provide the class members who are not named in the complaint
20 with a type of anonymity that allows for the vindication of their rights
21 while simultaneously protecting their privacy.

22 **FIRST CAUSE OF ACTION**

23 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**

24 **(Against all Defendants)**

25 56. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
26 and every allegation set forth above.

27 57. Labor Code section 1198 makes it illegal to employ an employee under
28 conditions of labor that are prohibited by the applicable wage order. California Labor Code

1 section 1198 requires that “. . . the standard conditions of labor fixed by the commission shall
2 be the . . . standard conditions of labor for employees. The employment of any employee . . .
3 under conditions of labor prohibited by the order is unlawful.”

4 58. California Labor Code section 1198 and the applicable IWC Wage Order
5 provide that it is unlawful to employ persons without compensating them at a rate of pay
6 either time-and-one-half or two-times that person’s regular rate of pay, depending on the
7 number of hours worked by the person on a daily or weekly basis.

8 59. Specifically, the applicable IWC Wage Order provides that Defendants are and
9 were required to pay Plaintiff and class members working more than eight (8) hours in a day
10 or more than forty (40) hours in a workweek, at the rate of time and one-half (1 ½) for all
11 hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a
12 workweek.

13 60. The applicable IWC Wage Order further provides that Defendants are and were
14 required to pay Plaintiff and class members working more than twelve (12) hours in a day,
15 overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s
16 regular rate of pay includes all remuneration for employment paid to, or on behalf of, the
17 employee, including nondiscretionary bonuses and incentive pay.

18 61. California Labor Code section 510 codifies the right to overtime compensation
19 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
20 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
21 seventh (7th) day of work, and to overtime compensation at twice the employee’s regular rate
22 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
23 in a day on the seventh (7th) day of work.

24 62. During the relevant time period, Defendants willfully failed to pay all overtime
25 wages owed to Plaintiff and class members. During the relevant time period, Plaintiff and
26 class members were not paid overtime premiums for all of the hours they worked in excess of
27 eight (8) hours in a day, in excess of twelve (12) hours in a day, and/or in excess of forty (40)
28 hours in a week, because all hours worked were not recorded.

63. First, during the relevant time period, Defendants had, and continue to have, a company-wide policy and/or practice of discouraging and impeding Plaintiff and class members from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. As stated in Defendants' "House Rules" section in their employee handbook, "[o]vertime must be authorized by the employee's salaried supervisor or payment will not be made." This policy of limiting overtime led Plaintiff and class members to work off-the-clock before and after their scheduled shifts. For example, Plaintiff and class members were required to complete their daily forklift inspection checklists prior to clocking in, which included checking the battery, oil, fluids, brakes, and potential leaks, and completing the corresponding inspection form before clocking in for work. Similarly, Plaintiff and class members were also required to perform work off-the-clock after their scheduled shifts. For instance, Defendants' managers sometimes instructed Plaintiff to return and plug in a battery-operated forklift after clocking out at the end of his shift. As another example, Defendants' managers would contact Plaintiff after he had already clocked out to return paperwork or equipment to the work area before he was allowed to leave for the day. Thus, Defendants failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Plaintiff and class members received no compensation for this time.

64. Second, Defendants had, and continue to have, company-wide policies and/or practices of understaffing their facilities while assigning heavy workloads, including pressuring employees to ensure the continuous operation of machinery, and meet demanding production goals and targets. Defendants' policies and/or practices resulted in a failure to provide Plaintiff and class members with adequate meal period coverage, and thus, Plaintiff and class members were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. Defendants also had a practice of failing to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Plaintiff and class members to not be relieved of their duties for compliant meal periods. For example, Plaintiff's meal periods were sometimes interrupted and/or cut short by

1 Defendants' managers requiring that he immediately return to the work area to assist with
2 overflowing or clogged machinery, including the stemmer machine, which frequently jammed
3 during operation. Defendants did not compensate Plaintiff and class members for the time
4 they spent working off the clock during meal periods.

5 65. Third, Defendants' company-wide timekeeping system prevented Plaintiff and
6 class members from recording all hours worked when their meal periods were shortened or
7 interrupted, because the system locked out Plaintiff and class members once they clocked out
8 for a meal period, and would not permit them to clock back in from a meal period before 30
9 minutes had elapsed. Thus, Defendants did not record all hours worked during meal periods,
10 and Plaintiff and class members performed work during meal periods for which they were not
11 paid.

12 66. Defendants knew or should have known that, as a result of these company-wide
13 practices and/or policies, Plaintiff and class members were performing their assigned duties
14 off-the-clock before and after their scheduled shifts and during meal periods, and were
15 suffered or permitted to perform work for which they were not paid. Because Plaintiff and
16 class members worked shifts of eight (8) hours a day or more, or forty (40) hours a week or
17 more, some of this off-the-clock work qualified for overtime premium pay. Therefore,
18 Plaintiff and class members were not paid overtime wages for all of the overtime hours they
19 actually worked.

20 67. Defendants' failure to pay Plaintiff and class members the balance of overtime
21 compensation as required by California law, violates the provisions of California Labor Code
22 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
23 members are therefore entitled to recover from Defendants their unpaid overtime
24 compensation, as well as interest, costs, and attorneys' fees.

25 **SECOND CAUSE OF ACTION**

26 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 27 **Minimum Wages** 28 **(Against all Defendants)**

1 68. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
2 and every allegation set forth above.

3 69. At all relevant times, California Labor Code sections 1182.12, 1194, 1197, and
4 1198 provide that the minimum wage for employees fixed by the IWC is the minimum wage
5 to be paid to employees, and the payment of a wage less than the minimum so fixed is
6 unlawful. Compensable work time is defined in Wage Order No. 8-2001 as “the time during
7 which an employee is subject to the control of an employer, and includes all the time the
8 employee is suffered or permitted to work, whether or not required to do so.” Cal. Code Regs.
9 Tit. 8, § 11080(2)(G) (defining “Hours Worked”).

10 70. First, as set forth above, as a result of Defendants’ policy of limiting the
11 amount of overtime employees could accrue, Defendants required Plaintiff and class members
12 to perform work off-the-clock before and after their scheduled shifts, such as performing daily
13 forklift inspections and completing corresponding inspection forms, and returning to the work
14 area to complete work duties, but they were not permitted to remain clocked in and/or record
15 this time spent working outside of scheduled shifts.

16 71. Second, as stated above, due to Defendants’ policies and/or practices of
17 understaffing while assigning heavy workloads, including pressuring employees to ensure the
18 continuous operation of machinery, meet demanding production goals and targets, and failing
19 to schedule meal periods and/or adhere to a schedule for meal periods, Plaintiff and class
20 members were prevented from taking all uninterrupted meal periods to which they were
21 entitled and were required to work off-the-clock during meal periods, have their meal periods
22 interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

23 72. Moreover, as stated, Defendants’ company-wide timekeeping system prevented
24 Plaintiff and class members from entering time worked during meal periods because the
25 system locked out Plaintiff and class members for a full 30 minutes. Thus, Defendants
26 systematically failed to pay Plaintiff and class members for actual hours worked during unpaid
27 meal periods because these hours were not always correctly recorded.

28 73. Defendants did not pay minimum wages for all hours worked by Plaintiff and

1 class members. To the extent that these off-the-clock hours did not qualify for overtime
2 premium payment, Defendants did not pay at least minimum wages for those hours worked
3 off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and
4 1198.

5 74. Defendants' failure to pay Plaintiff and class members minimum wages violates
6 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to
7 California Labor Code section 1194.2, Plaintiff and class members are therefore entitled to
8 recover from Defendants liquidated damages in an amount equal to the wages unlawfully
9 unpaid and interest thereon.

10 **THIRD CAUSE OF ACTION**

11 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period** 12 **Violations** 13 **(Against all Defendants)**

14 75. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 76. At all relevant times herein set forth, the applicable IWC Wage Order and
17 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
18 class members' employment by Defendants. At all relevant times herein set forth, California
19 Labor Code section 512(a) provides that an employer may not require, cause, or permit an
20 employee to work for a period of more than five (5) hours per day without providing the
21 employee with a meal period of not less than thirty (30) minutes, except that if the total work
22 period per day of the employee is not more than six (6) hours, the meal period may be waived
23 by mutual consent of both the employer and the employee. Under California law, first meal
24 periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53
25 Cal. 4th 1004, 1041-1042 (2012).

26 77. At all relevant times herein set forth, California Labor Code sections 226.7,
27 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
28 meal period mandated by an applicable order of the IWC.

1 78. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
2 the applicable IWC Wage Order also require employers to provide a second meal period of
3 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
4 employee one (1) additional hour of pay at the employee's regular rate, except that if the total
5 hours worked is no more than twelve (12) hours, the second meal period may be waived by
6 mutual consent of the employer and the employee only if the first meal period was not waived.

7 79. First, during the relevant time period, Defendants maintained a company-wide,
8 unlawful written meal period policy insofar as it fails to correctly state the timing of when
9 meal periods must occur. Under California law, first meal periods must start after no more
10 than five hours of work. *Brinker*, 53 Cal. 4th at 1041-1042. However, Defendants' written
11 meal period policy states in part: "Employees are provided with a ½ hour lunch period, to be
12 taken approximately in the middle of the work day" Defendants' written policy fails to
13 state the correct timing of when the first meal period must take place (i.e., within the first five
14 (5) hours of work) under California law and is therefore facially invalid. Furthermore,
15 Defendants' non-compliant written meal period policy also fails to mention that employees
16 are entitled to a second 30-minute meal period when working shifts in excess of ten (10)
17 hours.

18 80. Second, during the relevant time period, as set forth above, Defendants had,
19 and continue to have company-wide policies and/or practices of understaffing their facilities
20 while assigning heavy workloads, including pressuring employees to ensure the continuous
21 operation of machinery, and meet demanding production goals and targets. Further, as also
22 stated, Defendants had a company-wide practice and/or policy of failing to schedule meal
23 periods and/or adhere to a schedule for meal periods, which further caused Plaintiff and class
24 members to not be relieved of their duties for compliant meal periods. For example, as stated,
25 Plaintiff's meal periods were sometimes interrupted and/or cut short by Defendants' managers
26 requiring that he immediately return to the work area to assist with overflowing or clogged
27 machinery. Thus, Plaintiff and class members had to work through all or part of their meal
28 periods, had their meal periods interrupted, and/or had to wait extended periods of time before

1 taking meal periods.

2 81. Third, as also stated, Defendants' company-wide timekeeping system prevented
3 Plaintiff and class members from recording when their meal periods were shortened or
4 interrupted, because the system locked out Plaintiff and class members once they clocked out
5 for a meal period, and would not permit them to clock back in from a meal period before 30
6 minutes had elapsed.

7 82. Fourth, Plaintiff and class members worked shifts in excess of ten (10) hours
8 without receiving an uninterrupted second 30-minute meal period. For example, during his
9 employment, Plaintiff sometimes worked shifts in excess of ten (10) or more hours per day,
10 but was not provided a second 30-minute meal period. Plaintiff and class members did not
11 sign valid meal period waivers on days that they were entitled to meal periods and were not
12 relieved of all duties.

13 83. At all times mentioned herein, Defendants knew or should have known that as a
14 result of their policies, Plaintiff and class members were not actually relieved of all duties to
15 take timely, uninterrupted meal periods. Defendants further knew or should have known that
16 they did not pay Plaintiff and class members meal period premiums when meal periods were
17 late, interrupted, shortened, and/or missed.

18 84. Furthermore, Defendants engaged in a company-wide practice and/or policy of
19 not paying meal period premiums owed when compliant meal periods are not provided.
20 Because of this practice and/or policy, Plaintiff and class members have not received premium
21 pay for missed, late, and interrupted meal periods. As a result, Defendants failed to provide
22 Plaintiff and class members compliant meal periods in violation of California Labor Code
23 sections 226.7, 512(a), and 516 and failed to pay the full meal period premiums due.

24 85. Defendants' conduct violates the applicable IWC Wage Order, and California
25 Labor Code sections 226.7, 512(a), 516, and 1198. Plaintiff and class members are therefore
26 entitled to recover from Defendants one (1) additional hour of pay at the employee's regular
27 rate of compensation for each work day that the meal period was not provided.

28 **FOURTH CAUSE OF ACTION**

Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations
(Against all Defendants)

86. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

87. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and class members' employment by Defendants.

88. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

89. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

90. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, Defendants' company-wide policies and/or practices of understaffing their facilities while assigning heavy workloads, including pressuring employees to ensure the continuous operation of machinery, and meet demanding production goals and targets, prevented Plaintiff and class members from being relieved of all duty in order to take compliant rest periods. Defendants also failed to schedule

1 rest periods, which further led to Plaintiff and class members not being authorized and
2 permitted to take rest periods.

3 91. Furthermore, Defendants maintained and implemented, on a company-wide
4 basis, a non-compliant written on-premises rest period policy, which mandated that Plaintiff
5 and class members remain on Defendants' premises during their rest periods. Specifically,
6 Defendants' non-compliant written rest period policy in their employee handbook, under the
7 "Misconduct" section, states in relevant part: "Employees may not leave the plant premises
8 during break periods." Additionally, Defendants' "Lunch and Break Periods" section of their
9 employee handbook states, "You are expected to observe your assigned working hours and
10 time allowed for lunch and break periods. Do not leave the plant premises during your break
11 periods." Because Plaintiff and class members were restricted from leaving the premises
12 during rest periods, they were denied the ability to use their rest periods freely for their own
13 purposes, such as running personal errands. Thus, Defendants effectively maintained control
14 over Plaintiff and class members during rest periods.

15 92. As a result of Defendants' practices and policies, Plaintiff and class members
16 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
17 receiving all uninterrupted 10-minute rest periods to which they were entitled. For example,
18 Plaintiff had to forgo some of his rest periods due to the heavy workload and lack of rest
19 period coverage. When Plaintiff was able to take a rest period, his rest periods were often
20 interrupted or cut short by Defendants' managers requiring that he immediately return to the
21 work area to assist with overflowing or clogged machinery.

22 93. Defendants also have engaged in a company-wide practice and/or policy of not
23 paying rest period premiums owed when compliant rest periods are not authorized and
24 permitted. Because of this practice and/or policy, Plaintiff and class members have not
25 received premium pay for all missed rest periods. As a result, Defendants denied Plaintiff and
26 class members rest periods and failed to pay them rest period premiums due, in violation of
27 Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

28 94. Defendants' conduct violates the applicable IWC Wage Order and California

1 Labor Code sections 226.7, 516, and 1198. Plaintiff and class members are therefore entitled
2 to recover from Defendants one (1) additional hour of pay at the employee's regular rate of
3 compensation for each work day that a compliant rest period was not authorized and
4 permitted.

5 **FIFTH CAUSE OF ACTION**

6 **Violation of California Labor Code §§ 226(a), 1174(d), and 1198—Non-Compliant Wage** 7 **Statements and Failure to Maintain Accurate Payroll Records** 8 **(Against all Defendants)**

9 95. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
10 and every allegation set forth above.

11 96. At all relevant times herein set forth, California Labor Code section 226(a)
12 provides that every employer shall furnish each of his or her employees an accurate and
13 complete itemized wage statement in writing, including, but not limited to, the name and
14 address of the legal entity that is the employer, the inclusive dates of the pay period, total
15 hours worked, and all applicable rates of pay.

16 97. At all relevant times, Defendants have knowingly and intentionally provided
17 Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements.
18 For example, Defendants issued uniform wage statements to Plaintiff and Subclass members
19 that fail to correctly list: total hours worked; gross wages earned; net wages earned; and all
20 applicable hourly rates in effect during the pay period, including rates of pay for overtime
21 wages, and the corresponding number of hours worked at each hourly rate. Specifically,
22 Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

23 98. Because Defendants did not record the time Plaintiff and Subclass members
24 spent working off the clock and deducted time from their records for meal periods that were
25 interrupted and/or missed (and therefore time for which they should have been paid),
26 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
27 and Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same
28 reason, Defendants failed to accurately list the total number of hours worked by Plaintiff and

1 Subclass members, in violation of section 226(a)(2), and failed to list the applicable hourly
2 rates of pay in effect during the pay period and the corresponding accurate number of hours
3 worked at each hourly rate, in violation of section 226(a)(9).

4 99. The wage statement deficiencies also include, among other things, failing to list
5 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
6 a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period
7 for which employees were paid; failing to list the name of the employee and only the last four
8 digits of his or her social security number or an employee identification number other than a
9 social security number; failing to list the name and address of the legal entity that is the
10 employer; and/or failing to state all hours worked as a result of not recording or stating hours
11 worked off-the-clock.

12 100. California Labor Code section 1174(d) provides that “[e]very person employing
13 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
14 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
15 plants or establishments at which employees are employed, payroll records showing the hours
16 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
17 applicable piece rate paid to, employees employed at the respective plants or
18 establishments” At all relevant times, and in violation of Labor Code section 1174(d),
19 Defendants willfully failed to maintain accurate payroll records for Plaintiff and Subclass
20 members showing the daily hours they worked and the wages paid thereto as a result of failing
21 to record the off-the-clock hours that they worked.

22 101. California Labor Code section 1198 provides that the maximum hours of work
23 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
24 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
25 employment of any employees for longer hours than those fixed by the order or under
26 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
27 Wage Order, employers are required to keep accurate time records showing when the
28 employee begins and ends each work period and meal period. During the relevant time

1 period, Defendants engaged in company-wide practices and/or policies of failing to record
2 actual hours worked, and thereby failed to keep accurate records of work period and meal
3 period start and end times for Plaintiff and Subclass members, in violation of section 1198.
4 Also, in light of Defendants' failure to provide Plaintiff and Subclass members with second
5 30-minute meal periods to which they were entitled, Defendants kept no records of meal start
6 and end times for second meal periods.

7 102. Plaintiff and Subclass members are entitled to recover from Defendants the
8 greater of their actual damages caused by Defendants' failure to comply with California Labor
9 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
10 employee.

11 **SIXTH CAUSE OF ACTION**

12 **Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon** 13 **Termination** 14 **(Against all Defendants)**

15 103. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
16 and every allegation set forth above.

17 104. This cause of action is dependent upon, and wholly derivative of, the overtime
18 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
19 Plaintiff and those class members no longer employed by Defendants upon their termination.

20 105. At all times relevant herein set forth, Labor Code sections 201 and 202 provide
21 that if an employer discharges an employee, the wages earned and unpaid at the time of
22 discharge are due and payable immediately, and that if an employee voluntarily leaves his or
23 her employment, his or her wages shall become due and payable not later than seventy-two
24 (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of
25 his or her intention to quit, in which case the employee is entitled to his or her wages at the
26 time of quitting.

27 106. Defendants willfully failed to pay Plaintiff and class members who are no
28 longer employed by Defendants the earned and unpaid wages set forth above, including but

1 not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either
2 at the time of discharge, or within seventy-two (72) hours of their leaving Defendants'
3 employ.

4 107. Defendants' failure to pay Plaintiff and class members who are no longer
5 employed by Defendants their wages earned and unpaid at the time of discharge, or within
6 seventy-two (72) hours of their leaving Defendants' employ, violates Labor Code sections 201
7 and 202. Plaintiff and class members are therefore entitled to recover from Defendants the
8 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a
9 thirty (30) day maximum pursuant to California Labor Code section 203.

10 **SEVENTH CAUSE OF ACTION**

11 **Violation of California Labor Code § 204—Failure to Timely Pay Wages During** 12 **Employment** 13 **(Against all Defendants)**

14 108. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
15 and every allegation set forth above.

16 109. This cause of action is dependent upon, and wholly derivative of, the overtime
17 wages, minimum wages, and/or meal and rest period premiums that were not timely paid to
18 Plaintiff and class members during their employment.

19 110. At all times relevant herein set forth, Labor Code section 204 provides that all
20 wages earned by any person in any employment between the first (1st) and the fifteenth (15th)
21 days, inclusive, of any calendar month, other than those wages due upon termination of an
22 employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of
23 the month during which the labor was performed. Labor Code section 204 further provides
24 that all wages earned by any person in any employment between the sixteenth (16th) and the
25 last day, inclusive, of any calendar month, other than those wages due upon termination of an
26 employee, are due and payable between the first (1st) and the tenth (10th) day of the following
27 month.

28 111. At all times relevant herein, Labor Code section 204 provides that all wages

1 earned for labor in excess of the normal work period shall be paid no later than the payday for
2 the next regular payroll period. Alternatively, at all times relevant herein, Labor Code section
3 204 provides that the requirements of this section are deemed satisfied by the payment of
4 wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than
5 seven (7) calendar days following the close of the payroll period.

6 112. During the relevant time period, Defendants willfully failed to pay Plaintiff and
7 class members all wages due including, but not limited to, overtime wages, minimum wages,
8 and/or meal and rest period premiums within the time periods specified by California Labor
9 Code section 204.

10 113. Defendants' failure to pay Plaintiff and class members all wages due violates
11 Labor Code section 204. Plaintiff and class members are therefore entitled to recover from
12 Defendants the statutory penalty wages pursuant to California Labor Code section 210.

13 **EIGHTH CAUSE OF ACTION**

14 **Violation of California Labor Code § 2802—Unpaid Business-Related Expenses** 15 **(Against all Defendants)**

16 114. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
17 and every allegation set forth above.

18 115. At all times herein set forth, California Labor Code section 2802 provides that
19 an employer must reimburse employees for all necessary expenditures and losses incurred by
20 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
21 to prevent employers from passing off their cost of doing business and operating expenses on
22 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
23 (2014). The applicable wage order, IWC Wage Order No. 8-2001, provides that: "[w]hen
24 tools or equipment are required by the employer or are necessary to the performance of a job,
25 such tools and equipment shall be provided and maintained by the employer, except that an
26 employee whose wages are at least two (2) times the minimum wage provided herein may be
27 required to provide and maintain hand tools and equipment customarily required by the trade
28 or craft."

1 116. First, during the relevant time period, Defendants, on a company-wide basis,
2 required that Plaintiff and class members use their own personal mobile devices, including,
3 but not limited to, cellular phones, and/or mobile data to carry out their job duties, but failed
4 to reimburse them for all of the costs of their work-related mobile device expenses. For
5 example, Plaintiff and class members were required to use their personal mobile devices for
6 work-related tasks, including responding to calls or text messages from management
7 regarding assignments and requests to complete certain tasks. Although Defendants required
8 Plaintiff and class members to utilize their personal mobile devices and/or mobile data to
9 carry out their work-related responsibilities, Defendants failed to reimburse them for these
10 costs.

11 117. Second, during the relevant time period, Defendants required Plaintiff and class
12 members to purchase supplies and equipment necessary for the performance of their duties,
13 but failed to reimburse them for their out-of-pocket costs. For example, Plaintiff spent
14 approximately \$10 on a forklift key he used for operating forklifts that required key ignition,
15 because Defendants failed to provide him with the necessary supplies which were required for
16 him to complete his assigned duties.

17 118. Also, during the relevant time period, Defendants required Plaintiff and class
18 members to wear special safety gear such as safety vests, which they were required to wear
19 while at work and necessary for the performance of their duties. For example, Plaintiff spent
20 approximately \$20 on a safety vest, but he was not reimbursed for these costs. Thus,
21 Defendants failed to provide or reimburse Plaintiff and class members for the safety vests they
22 required employees to wear during their shifts.

23 119. Defendants could have provided Plaintiff and class members with the actual
24 equipment for use on the job, such as company mobile devices and supplies and equipment;
25 or, Defendants could have reimbursed employees for the costs of their mobile device usage
26 and supply and equipment expenses. Instead, Defendants passed these operating costs onto
27 Plaintiff and class members. At all relevant times, Plaintiff did not earn at least two (2) times
28 the minimum wage.

120. Defendants' company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred and passing on their operating costs to Plaintiff and class members violates California Labor Code section 2802. Defendants have intentionally and willfully failed to reimburse Plaintiff and class members for necessary business-related expenses and costs.

121. Pursuant to California Labor Code section 2802, Plaintiff and class members are therefore entitled to recover from Defendants their business-related expenses incurred during the course and scope of their employment, plus interest, costs, and attorneys' fees.

NINTH CAUSE OF ACTION

For Civil Penalties Pursuant to California Labor Code §§ 2698, *et seq.*

(Against all Defendants)

122. Plaintiff incorporates by reference and re-alleges as if fully stated herein each and every allegation set forth above.

123. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 1174(d), and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of those Labor Code sections not found in section 2699.5, including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, 2802, 2810.5, 6401, and 6403.

124. Defendants' conduct, as alleged herein, violates numerous sections of the California Labor Code, including, but not limited to, the following:

- (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with all required overtime pay, as alleged herein;
- (b) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage Order for Defendants' failure to compensate Plaintiff and other aggrieved employees with at least

1 minimum wages for all hours worked, as alleged herein;

2 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
3 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
4 and other aggrieved employees with meal periods, as alleged herein;

5 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
6 applicable IWC Wage Order for Defendants' failure to authorize and
7 permit Plaintiff and other aggrieved employees to take rest periods, as
8 alleged herein;

9 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
10 IWC Wage Order for failure to provide accurate and complete wage
11 statements to Plaintiff and other aggrieved employees, as alleged herein;

12 (f) Violation of Labor Code sections 1174(d) and 1198, and the applicable
13 IWC Wage Order for failure to maintain payroll records, as alleged
14 herein;

15 (g) Violation of Labor Code sections 201 and 202 for failure to pay all
16 earned wages upon termination, as alleged herein;

17 (h) Violation of Labor Code section 204 for failure to pay all earned wages
18 during employment, as alleged herein;

19 (i) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
20 and other aggrieved employees for all business expenses necessarily
21 incurred, as alleged herein;

22 (j) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to
23 provide notice of material terms of employment, as set forth below; and

24 (k) Violation of Labor Code sections 6401 and 6403 for failure to provide
25 Plaintiff and other aggrieved employees with safety devices and
26 safeguards for the workplace, as set forth below.

27 125. At all relevant times herein, California's Wage Theft Prevention Act was
28 enacted to ensure that employers provide employees with basic information material to their

1 employment relationship at the time of hiring, and to ensure that employees are given written
2 and timely notice of any changes to basic information material to their employment. Codified
3 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
4 time of hiring, an employer must provide written notice to employees containing basic and
5 material payroll information, including, among other things, the rate(s) of pay and basis
6 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
7 including any rates for overtime, the regular payday designated by the employer, and any
8 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
9 Code § 2810.5(a)(1)(A)-(C).

10 126. At all relevant times, on information and belief, Defendants failed, on a
11 company-wide basis, to provide written notice to Plaintiff and other aggrieved employees that
12 lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C).

13 127. Defendants' failure to provide Plaintiff and other aggrieved employees with
14 written notice of basic information regarding their employment with Defendants is in violation
15 of section 2810.5. Plaintiff and other aggrieved employees are therefore entitled to recover
16 civil penalties pursuant to Labor Code sections 2699(a), (f), and (k).

17 128. At all relevant times herein, California Labor Code section 6401 provides that
18 employers must furnish and use safety devices and safeguards, and adopt and use practices,
19 means, methods, operations, and processes which are reasonably adequate to render the
20 employment and place of employment safe and healthy. California Labor Code Section 6401
21 further provides that an employer must do everything reasonably necessary to protect the life,
22 safety, and health of their employees. California Labor Code section 6403(a) requires that
23 employers provide and use safety devices and safeguards reasonably adequate to render the
24 employment and place of employment safe.

25 129. During the relevant time period, Defendants failed to provide Plaintiff and
26 other aggrieved employees with personal protective equipment, such as safety vests, to keep
27 them safe in the workplace. Despite the fact that Defendants required Plaintiff and other
28 aggrieved employees to wear certain personal protective equipment, including safety vests,

1 while engaged in their work-related duties, Defendants failed to provide such reasonably
2 necessary equipment to Plaintiff and other aggrieved employees to keep them safe.

3 130. Defendants' failure to provide Plaintiff and other aggrieved employees with
4 safety devices and safeguards for the workplace violates California Labor Code sections 6401
5 and 6403. Plaintiff and other aggrieved employees are therefore entitled to recover civil
6 penalties pursuant to Labor Code sections 2699(a), (f), and (k).

7 **TENTH CAUSE OF ACTION**

8 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

9 **Unlawful Business Practices**

10 **(Against all Defendants)**

11 131. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
12 and every allegation set forth above.

13 132. Defendants are "persons" as defined by California Business & Professions
14 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
15 and/or associations.

16 133. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
17 unlawful and harmful to Plaintiff, class members, and to the general public. Plaintiff has
18 suffered injuries in fact and has lost money as a result of Defendants' unlawful business
19 practices. Plaintiff seeks to enforce important rights affecting the public interest within the
20 meaning of Code of Civil Procedure section 1021.5.

21 134. Defendants' activities, as alleged herein, are violations of California law, and
22 constitute unlawful business acts and practices in violation of California Business &
23 Professions Code sections 17200, *et seq.*

24 135. A violation of California Business & Professions Code sections 17200, *et seq.*
25 may be predicated on the violation of any state or federal law. In the instant case, Defendants'
26 policies and practices have violated state law in at least the following respects:

- 27 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
28 class members, to work overtime without paying them proper

1 compensation in violation of California Labor Code sections 510 and
2 1198, and the applicable IWC Wage Order, as alleged herein;

3 (b) Failing to pay at least minimum wage to Plaintiff and class members in
4 violation of California Labor Code sections 1182.12, 1194, 1197,
5 1197.1, and 1198, and the applicable IWC Wage Order, as alleged
6 herein;

7 (c) Failing to provide all meal periods to Plaintiff and class members in
8 violation of California Labor Code sections 226.7, 512(a), 516, and
9 1198, and the applicable IWC Wage Order, as alleged herein;

10 (d) Failing to authorize and permit Plaintiff and class members to take all
11 rest periods in violation of California Labor Code sections 226.7, 516,
12 and 1198, and the applicable IWC Wage Order, as alleged herein;

13 (e) Failing to provide Plaintiff and class members with accurate wage
14 statements and failing to maintain accurate payroll records in violation
15 of California Labor Code sections 226(a), 1174(d), and 1198, and the
16 applicable IWC Wage Order, as alleged herein;

17 (f) Failing timely to pay all earned wages to Plaintiff and class members in
18 violation of California Labor Code sections 204, as alleged herein;

19 (g) Failing to reimburse Plaintiff and class members for all business
20 expenses necessarily incurred in violation of California Labor Code
21 section 2802, as alleged herein;

22 (h) Failing to provide written notice of information material to Plaintiff's
23 and class members' employment with Defendants in violation of
24 California Labor Code section 2810.5(a)(1)(A)-(C), as set forth below;
25 and

26 (i) Failing to provide Plaintiff and class members with safety devices and
27 safeguards, such as personal protective equipment, in violation of
28 California Labor Code sections 6401 and 6403, as set forth below.

1 136. At all relevant times herein, California's Wage Theft Prevention Act was
2 enacted to ensure that employers provide employees with basic information material to their
3 employment relationship at the time of hiring, and to ensure that employees are given written
4 and timely notice of any changes to basic information material to their employment. Codified
5 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
6 time of hiring, an employer must provide written notice to employees containing basic and
7 material payroll information, including, among other things, the rate(s) of pay and basis
8 thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise,
9 including any rates for overtime, the regular payday designated by the employer, and any
10 allowances claims as part of the minimum wage, including meal or lodging allowances. Labor
11 Code § 2810.5(a)(1)(A)-(C).

12 137. At all relevant times, on information and belief, Defendants failed, on a
13 company-wide basis, to provide written notice to Plaintiff and class members that lists all the
14 requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). Defendants' failure
15 to provide Plaintiff and class members with written notice of basic information regarding their
16 employment with Defendants is in violation of California Labor Code section 2810.5.

17 138. At all relevant times herein, California Labor Code section 6401 provides that
18 employers must furnish and use safety devices and safeguards, and adopt and use practices,
19 means, methods, operations, and processes which are reasonably adequate to render the
20 employment and place of employment safe and healthy. California Labor Code Section 6401
21 further provides that an employer must do everything reasonably necessary to protect the life,
22 safety, and health of their employees. California Labor Code section 6403(a) requires that
23 employers provide and use safety devices and safeguards reasonably adequate to render the
24 employment and place of employment safe.

25 139. During the relevant time period, Defendants failed to provide Plaintiff and class
26 members with personal protective equipment, such as safety vests, to keep them safe in the
27 workplace. Despite the fact that Defendants required Plaintiff and class members to wear
28 certain personal protective equipment, including safety vests, while engaged in their work-

1 related duties, Defendants failed to provide such reasonably necessary equipment to Plaintiff
2 and class members to keep them safe. Thus, Defendants' failure to provide Plaintiff and class
3 members with safety devices and safeguards for the workplace violates California Labor Code
4 sections 6401 and 6403.

5 140. As a result of the violations of California law herein described, Defendants
6 unlawfully gained an unfair advantage over other businesses. Plaintiff and class members
7 have suffered pecuniary loss by Defendants' unlawful business acts and practices alleged
8 herein.

9 141. Pursuant to California Business & Professions Code sections 17200, *et seq.*,
10 Plaintiff and class members are entitled to restitution of the wages withheld and retained by
11 Defendants during a period that commences four years prior to the filing of the initial
12 complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to
13 Plaintiff and class members; and an award of attorneys' fees pursuant to California Code of
14 Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

15 **ELEVENTH CAUSE OF ACTION**

16 **Violation of California Business & Professions Code §§ 17200, *et seq.* –**

17 **Unfair Business Practices**

18 **(Against all Defendants)**

19 142. Plaintiff incorporates by reference and re-alleges as if fully stated herein each
20 and every allegation set forth above.

21 143. Defendants are "persons" as defined by California Business & Professions
22 Code section 17201, as they are corporations, firms, partnerships, joint stock companies,
23 and/or associations.

24 144. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
25 and harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered
26 injuries in fact and has lost money as a result of Defendants' unfair business practices.
27 Plaintiff seeks to enforce important rights affecting the public interest within the meaning of
28 Code of Civil Procedure section 1021.5.

145. Defendants’ activities, namely Defendants’ company-wide practice and/or policy of not paying Plaintiff and class members all meal and rest period premiums due to them under Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee and enhanced enforcement implemented by section 226.7. The statutory remedy provided by section 226.7 is a “‘dual-purpose’ remedy intended primarily to compensate employees, and secondarily to shape employer conduct.” *Safeway, Inc. v. Superior Court*, 238 Cal. App. 4th 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and class members as part of their employment with Defendants, and thus Defendants’ practice and/or policy of denying these statutory benefits constitutes an unfair business practice in violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

146. A violation of California Business & Professions Code sections 17200, *et seq.* may be predicated on any unfair business practice. In the instant case, Defendants' policies and practices have violated the spirit of California's meal and rest period laws and constitute acts against the public policy behind these laws.

147. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiff and class members are entitled to restitution for the class-wide loss of the statutory benefits implemented by section 226.7 withheld and retained by Defendants during a period that commences four years prior to the filing of the initial complaint; a permanent injunction requiring Defendants to pay all statutory benefits implemented by section 226.7 due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in

1 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
2 reserves the right to amend his prayer for relief to seek a different amount.

3 **Class Certification**

- 4 2. That this case be certified as a class action;
- 5 3. That Plaintiff be appointed as the representatives of the Class and Subclass;
- 6 4. That counsel for Plaintiff be appointed as class counsel.

7 **As to the First Cause of Action**

8 5. That the Court declare, adjudge, and decree that Defendants violated California
9 Labor Code sections 510 and 1198, and the applicable IWC Wage Order by willfully failing to
10 pay all overtime wages due to Plaintiff and class members;

11 6. For general unpaid wages at overtime wage rates and such general and special
12 damages as may be appropriate;

13 7. For pre-judgment interest on any unpaid overtime compensation commencing
14 from the date such amounts were due, or as otherwise provided by law;

15 8. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
16 California Labor Code section 1194(a); and

17 9. For such other and further relief as the Court may deem equitable and
18 appropriate.

19 **As to the Second Cause of Action**

20 10. That the Court declare, adjudge and decree that Defendants violated California
21 Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, and the applicable IWC Wage
22 Order by willfully failing to pay minimum wages to Plaintiff and class members;

23 11. For general unpaid wages and such general and special damages as may be
24 appropriate;

25 12. For pre-judgment interest on any unpaid compensation from the date such
26 amounts were due, or as otherwise provided by law;

27 13. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to
28 California Labor Code section 1194(a);

- 1 14. For liquidated damages pursuant to California Labor Code section 1194.2; and
2 15. For such other and further relief as the Court may deem equitable and
3 appropriate.

4 **As to the Third Cause of Action**

5 16. That the Court declare, adjudge, and decree that Defendants violated California
6 Labor Code sections 226.7, 512(a), 516, and 1198, and the applicable IWC Wage Order by
7 willfully failing to provide all meal periods to Plaintiff and class members;

8 17. That the Court make an award to the Plaintiff and class members of one (1)
9 hour of pay at each employee's regular rate of pay for each workday that a meal period was
10 not provided;

11 18. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 19. For premiums pursuant to California Labor Code section 226.7(c);

14 20. For pre-judgment interest on any unpaid meal period premiums from the date
15 such amounts were due, or as otherwise provided by law;

16 21. For attorneys' fees pursuant to California Code of Civil Procedure section
17 1021.5, or as otherwise provided by law; and

18 22. For such other and further relief as the Court may deem equitable and
19 appropriate.

20 **As to the Fourth Cause of Action**

21 23. That the Court declare, adjudge and decree that Defendants violated California
22 Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully
23 failing to authorize and permit Plaintiff and class members to take all rest periods;

24 24. That the Court make an award to the Plaintiff and class members of one (1) hour
25 of pay at each employee's regular rate of pay for each workday that a rest period was not
26 authorized and permitted;

27 25. For all actual, consequential, and incidental losses and damages, according to
28 proof;

26. For premiums pursuant to California Labor Code section 226.7(c);

27. For pre-judgment interest on any unpaid rest period premiums from the date amounts were due, or as otherwise provided by law;

28. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fifth Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated the recordkeeping provisions of California Labor Code section 226(a) and the applicable IWC Wage Order as to Plaintiff and Subclass members, and willfully failed to provide accurate itemized wage statements thereto;

31. For all actual, consequential, and incidental losses and damages, according to proof;

32. For injunctive relief pursuant to California Labor Code section 226(h);

33. For statutory penalties pursuant to California Labor Code section 226(e);

34. For attorneys' fees and costs pursuant to California Labor Code section (1); and

35. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

36. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages, and/or meal and rest period premiums owed at the time of termination of the employment of Plaintiff and other terminated class members;

37. For all actual, consequential and incidental losses and damages, according to proof;

38. For waiting time penalties according to proof pursuant to California Labor

Code section 203 for all employees who have left Defendants' employ;

39. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

40. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

41. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

42. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 204 by willfully failing to timely pay Plaintiff and class members overtime wages, minimum wages, and/or meal and rest period premiums during their employment;

43. For all actual, consequential and incidental losses and damages, according to proof;

44. For statutory penalties according to proof pursuant to California Labor Code section 210;

45. For pre-judgment interest on any unpaid wages from the date such amounts were due, or as otherwise provided by law;

46. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

47. For such other and further relief as the Court may deem equitable and appropriate.

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated California Labor Code section 2802 by willfully failing to reimburse and/or indemnify all business-related expenses and costs incurred by Plaintiff and class members.

49. For unpaid business-related expenses and such general and special damages as may be appropriate;

1 50. For pre-judgment interest on any unpaid business-related expenses from the
2 date such amounts were due, or as otherwise provided by law;

3 51. For all actual, consequential, and incidental losses and damages, according to
4 proof;

5 52. For attorneys' fees and costs pursuant to California Labor Code section
6 2802(c), or as otherwise provided by law; and

7 53. For such other and further relief as the Court may deem equitable and
8 appropriate.

9 **As to the Ninth Cause of Action**

10 54. That the Court declare, adjudge and decree that Defendants violated the
11 following California Labor Code provisions as to Plaintiff and other aggrieved employees:
12 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197, 1197.1, and
13 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and
14 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and
15 permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
16 statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all
17 earned wages upon termination); 204 (by failing to timely pay all earned wages during
18 employment); 2802 (by failing to reimburse business expenses); 2810.5 (by failing to provide
19 notice of material terms of employment), and 6401 and 6403 (by failing to provide safety
20 devices and safeguards);

21 55. For civil penalties pursuant to the California Labor Code sections 210, 226.3,
22 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California Labor Code sections
23 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198,
24 2802, 2810.5, 6401, and 6403;

25 56. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or
26 2699(k) to bring Defendants into compliance with the requirements of California Labor Code
27 sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1,
28 1198, 2802, 2810.5, 6401, and 6403;

1 57. For attorneys' fees and costs pursuant to California Labor Code sections 1194.5
2 and/or 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of
3 California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d),
4 1182.12, 1194, 1197, 1197.1, 1198, 2802, 2810.5, 6401, and 6403;

5 58. For pre-judgment and post-judgment interest as provided by law; and

6 59. For such other and further relief as the Court may deem equitable and
7 appropriate.

8 **As to the Tenth Cause of Action**

9 60. That the Court declare, adjudge and decree that Defendants' conduct of failing
10 to provide Plaintiff and class members all overtime wages due to them, failing to provide
11 Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and
12 class members all meal periods, failing to authorize and permit Plaintiff and class members to
13 take all rest periods, failing to provide Plaintiff and class members accurate and complete
14 wage statements, failing to maintain accurate payroll records for Plaintiff and class members,
15 failing to timely pay Plaintiff and class members all earned wages during employment, failing
16 to reimburse Plaintiff and class members for business-related expenses, failing to provide
17 written notice of material terms of employment, and failing to provide safety devices and
18 safeguards, constitutes an unlawful business practice in violation of California Business and
19 Professions Code sections 17200, *et seq.*;

20 61. For restitution of unpaid wages to Plaintiff and all class members and
21 prejudgment interest from the day such amounts were due and payable;

22 62. For the appointment of a receiver to receive, manage and distribute any and all
23 funds disgorged from Defendants and determined to have been wrongfully acquired by
24 Defendants as a result of violations of California Business & Professions Code sections
25 17200, *et seq.*;

26 63. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
27 California Code of Civil Procedure section 1021.5; and

28 64. For such other and further relief as the Court may deem equitable and

appropriate.

As to the Eleventh Cause of Action

65. That the Court declare, adjudge and decree that Defendants' conduct of denying Plaintiff and class members the statutory benefits guaranteed under section 226.7 constitutes an unfair business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

66. For restitution of the statutory benefits under section 226.7 unfairly withheld from Plaintiff and class members and prejudgment interest from the day such amounts were due and payable;

67. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violations of California Business & Professions Code sections 17200, *et seq.*;

68. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

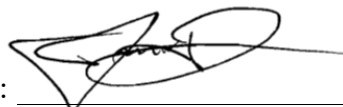
69. For pre-judgment and post-judgment interest as provided by law; and

70. For such other and further relief as the Court may deem equitable and appropriate.

Dated: January 13, 2026

Respectfully submitted,

Capstone Law APC

By: 

Robert Drexler
Jonathan Lee
Robert Myong

Attorneys for Plaintiff Catarino Puentes

EXHIBIT “1”



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ALEXANDER LIMA
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November 5, 2025

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.govfa.net/411>)

Subject: *Catarino Puentes v. Sun-Maid Growers of California, et al.*

Dear PAGA Administrator:

This office represents Catarino Puentes in connection with his claims under the California Labor Code. Mr. Puentes was an employee of SUN-MAID GROWERS OF CALIFORNIA and/or PLUM, PBC, doing business in California as PLUM ORGANICS. For the purpose of this letter, Mr. Puentes collectively refers to these entities as "SUN-MAID."

The employers may be contacted directly at the addresses below:

SUN-MAID GROWERS OF CALIFORNIA
6795 N. PALM AVE., 2ND FLOOR
FRESNO, CA 93704

PLUM ORGANICS
6795 N. PALM AVE., 2ND FLOOR
FRESNO, CA 93704

Mr. Puentes intends to seek civil penalties, attorneys' fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Puentes seeks relief on behalf of himself, the State of California, and other persons who are or were employed by SUN-MAID as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SUN-MAID employed Mr. Puentes as an hourly paid, non-exempt employee from approximately March 2025 to June 2025. Mr. Puentes worked as a Forklift Operator for SUN-MAID at its facility located at 13525 S. Bethel Avenue, Kingsburg, California 93631. During his employment, Mr. Puentes typically worked eight (8) hours or more per day, and five (5) days or more per week. By the end of his employment, Mr. Puentes was compensated approximately \$18.78 per hour. His job duties included, without limitation, operating a forklift; loading and unloading bins; weighing, removing, and stacking bins; and maintaining forklift fluid levels and completing daily forklift inspections checklists.

SUN-MAID committed each of the following Labor Code violations against Mr. Puentes, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

SUN-MAID’s Company-Wide and Uniform Payroll and HR Practices

SUN-MAID GROWERS OF CALIFORNIA is California agricultural cooperative and PLUM PBC, doing business in California as PLUM ORGANICS, is a Delaware public benefit corporation. Together, they are a grower-owned agricultural cooperative and manufacturer of raisins and dried fruit. Upon information and belief, SUN-MAID maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Fresno, California, for all non-exempt, hourly paid employees working for SUN-MAID in California, including Mr. Puentes and other aggrieved employees. At all relevant times, SUN-MAID issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Puentes and other aggrieved employees, regardless of their location or position.

Upon information and belief, SUN-MAID maintains a centralized Payroll department at its corporate headquarters in Fresno, California, which processes payroll for all non-exempt, hourly paid employees working for SUN-MAID in California, including Mr. Puentes and other aggrieved employees. Further, SUN-MAID issues the same formatted wage statements in the same manner for all non-exempt, hourly paid employees working in California, including Mr. Puentes and other aggrieved employees, irrespective of their location, position, or manner in which each employee’s employment ended. In other words, SUN-MAID utilized the same methods and formulas when calculating wages due to Mr. Puentes and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code sections 510 and 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order require employers to pay employees working more than eight (8) hours in a day or more than forty (40) hours in a workweek at the rate of time-and-one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek. The applicable IWC Wage Order further provides that employers are required to pay employees working more than twelve (12) hours in a day overtime compensation at a rate of two (2) times their regular rate of pay. An employee’s regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

SUN-MAID willfully failed to pay all overtime wages owed to Mr. Puentes and other aggrieved employees. During the relevant time period, Mr. Puentes and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of eight (8) hours in a day, in

¹ These facts, theories, and claims are based on Mr. Puentes’s experience and counsel’s review of those records currently available relating to Mr. Puentes’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Puentes reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

excess of twelve (12) hours in a day, and/or in excess of forty (40) hours in a week, because all hours that they worked were not recorded.

First, during the relevant time period, SUN-MAID had, and continues to have, a company-wide policy and/or practice of discouraging and impeding Mr. Puentes and other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. As stated in SUN-MAID's "House Rules" section in its employee handbook, "[o]vertime must be authorized by the employee's salaried supervisor or payment will not be made." This policy of limiting overtime led Mr. Puentes and other aggrieved employees to work off-the-clock before and after their scheduled shifts. For example, Mr. Puentes and other aggrieved employees were required to complete their daily forklift inspection checklists prior to clocking in, which included checking the battery, oil, fluids, brakes, and potential leaks, and completing the corresponding inspection form before clocking in for work. Similarly, Mr. Puentes and other aggrieved employees were also required to perform work off-the-clock after their scheduled shifts. For instance, SUN-MAID's managers sometimes instructed Mr. Puentes to return and plug in a battery-operated forklift after clocking out at the end of his shift. As another example, SUN-MAID's managers would contact Mr. Puentes after he had already clocked out to return paperwork or equipment to the work area before he was allowed to leave for the day. Thus, SUN-MAID failed to track all of the time that employees spent performing work-related tasks outside of their shifts, and Mr. Puentes and other aggrieved employees received no compensation for this time.

Second, SUN-MAID had, and continues to have, company-wide policies and/or practices of understaffing its facilities while assigning heavy workloads, including pressuring employees to ensure the continuous operation of machinery, and meet demanding production goals and targets. SUN-MAID's policies and/or practices resulted in a failure to provide Mr. Puentes and other aggrieved employees with adequate meal period coverage, and thus, Mr. Puentes and other aggrieved employees were not always afforded uninterrupted 30-minute meal periods during shifts when they were entitled to receive a meal period. SUN-MAID also had a practice of failing to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Mr. Puentes and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, Mr. Puentes's meal periods were sometimes interrupted and/or cut short by SUN-MAID's managers requiring that he immediately return to the work area to assist with overflowing or clogged machinery, including the stemmer machine, which frequently jammed during operation. SUN-MAID did not compensate Mr. Puentes and other aggrieved employees for the time they spent working off the clock during meal periods.

Third, SUN-MAID's company-wide timekeeping system prevented Mr. Puentes and other aggrieved employees from recording all hours worked when their meal periods were shortened or interrupted, because the system locked out Mr. Puentes and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed. Thus, SUN-MAID did not record all hours worked during meal periods, and Mr. Puentes and other aggrieved employees performed work during meal periods for which they were not paid.

SUN-MAID knew or should have known that as a result of these company-wide practices and/or policies, Mr. Puentes and other aggrieved employees were performing their assigned duties off-the-clock before and after their scheduled shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Puentes and other aggrieved employees worked shifts of eight (8) hours or more a day, or forty (40) hours a week or more, some of this off-

the-clock work qualified for overtime premium pay. Therefore, Mr. Puentes and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

SUN-MAID's failure to pay Mr. Puentes and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Puentes and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUN-MAID into compliance with the applicable IWC Wage Order and Labor Code sections 510 and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 8-2001 as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work for the employer, whether or not required to do so." Cal. Code Regs. Tit. 8, § 11080(2)(G) (defining "Hours Worked").

First, as set forth above, as a result of SUN-MAID's policy of limiting the amount of overtime employees could accrue, SUN-MAID required Mr. Puentes and other aggrieved employees to perform work off-the-clock before and after their scheduled shifts, such as performing daily forklift inspections and completing corresponding inspection forms, and returning to the work area to complete work duties, but they were not permitted to remain clocked in and/or record this time spent working outside of scheduled shifts.

Second, as stated above, due to SUN-MAID's policies and/or practices of understaffing while assigning heavy workloads, including pressuring employees to ensure the continuous operation of machinery, meet demanding production goals and targets, and failing to schedule meal periods and/or adhere to a schedule for meal periods, Mr. Puentes and other aggrieved employees were prevented from taking all uninterrupted meal periods to which they were entitled and were required to work off-the-clock during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during unpaid meal periods.

Moreover, as stated, SUN-MAID's company-wide timekeeping system prevented Mr. Puentes and other aggrieved employees from entering time worked during meal periods because the system locked out Mr. Puentes and other aggrieved employees for a full 30 minutes. Thus, SUN-MAID systematically failed to pay Mr. Puentes and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

SUN-MAID did not pay at least minimum wages for all hours worked by Mr. Puentes and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, SUN-MAID did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

Accordingly, SUN-MAID regularly failed to pay at least minimum wages to Mr. Puentes and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Mr. Puentes and other aggrieved employees are entitled to

recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUN-MAID into compliance with the applicable IWC Wage Order and Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, and 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012). Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

First, during the relevant time period, SUN-MAID maintained a company-wide, unlawful written meal period policy insofar as it fails to correctly state the timing of when meal periods must occur. Under California law, first meal periods must start after no more than five hours of work. *Brinker*, 53 Cal. 4th at 1041-1042. However, SUN-MAID's written meal period policy states in part: "Employees are provided with a ½ hour lunch period, to be taken approximately in the middle of the work day" SUN-MAID's written policy fails to state the correct timing of when the first meal period must take place (i.e., within the first five (5) hours of work) under California law and is therefore facially invalid. Furthermore, SUN-MAID's non-compliant written meal period policy also fails to mention that employees are entitled to a second 30-minute meal period when working shifts in excess of ten (10) hours.

Second, during the relevant time period, as set forth above, SUN-MAID had, and continues to have company-wide policies and/or practices of understaffing its facilities while assigning heavy workloads, including pressuring employees to ensure the continuous operation of machinery, and meet demanding production goals and targets. Further, as also stated, SUN-MAID had a company-wide practice and/or policy of failing to schedule meal periods and/or adhere to a schedule for meal periods, which further caused Mr. Puentes and other aggrieved employees to not be relieved of their duties for compliant meal periods. For example, as stated, Mr. Puentes's meal periods were sometimes interrupted and/or cut short by SUN-MAID's managers requiring that he immediately return to the work area to assist with overflowing or clogged machinery. Thus, Mr. Puentes and other aggrieved employees had to work through all or part of their meal periods, had their meal periods interrupted, and/or had to wait extended periods of time before taking meal periods.

Third, as also stated, SUN-MAID's company-wide timekeeping system prevented Mr. Puentes and other aggrieved employees from recording when their meal periods were shortened or interrupted,

because the system locked out Mr. Puentes and other aggrieved employees once they clocked out for a meal period, and would not permit them to clock back in from a meal period before 30 minutes had elapsed.

Fourth, Mr. Puentes and other aggrieved employees worked shifts in excess of ten (10) hours without receiving an uninterrupted second 30-minute meal period. For example, during his employment, Mr. Puentes sometimes worked shifts in excess of ten (10) or more hours per day, but was not provided a second 30-minute meal period. Mr. Puentes and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

At all times herein mentioned, SUN-MAID knew or should have known that, as a result of these policies, Mr. Puentes and other aggrieved employees were prevented from being relieved of all duties and required to perform some of their assigned duties during meal periods. SUN-MAID further knew or should have known that SUN-MAID did not pay Mr. Puentes and other aggrieved employees meal period premiums when meal periods were missed, shortened, interrupted, and/or late.

Furthermore, SUN-MAID engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Puentes and other aggrieved employees have not received premium pay for all missed, late, and interrupted meal periods.

Accordingly, SUN-MAID failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Puentes and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUN-MAID into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 512(a), 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, and 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3 ½) hours.

During the relevant time period, SUN-MAID regularly failed to authorize and permit Mr. Puentes and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. As with meal periods, SUN-MAID's company-wide policies and/or practices of understaffing its facilities while assigning heavy workloads, including pressuring employees to ensure the continuous operation of machinery, and meet demanding production goals and targets, prevented Mr. Puentes and other aggrieved employees from being relieved of all duty in order to take compliant rest periods. SUN-MAID also failed to schedule rest periods, which further

led to Mr. Puentes and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, SUN-MAID maintained and implemented, on a company-wide basis, a non-compliant written on-premises rest period policy, which mandated that Mr. Puentes and other aggrieved employees remain on SUN-MAID's premises during their rest periods. Specifically, SUN-MAID's non-compliant written rest period policy in its employee handbook, under the "Misconduct" section, states in relevant part: "Employees may not leave the plant premises during break periods." Additionally, SUN-MAID's "Lunch and Break Periods" section of its employee handbook states, "You are expected to observe your assigned working hours and time allowed for lunch and break periods. Do not leave the plant premises during your break periods." Because Mr. Puentes and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, SUN-MAID effectively maintained control over Mr. Puentes and other aggrieved employees during rest periods.

As a result of SUN-MAID's practices and policies, Mr. Puentes and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without receiving all uninterrupted rest periods to which they were entitled. For example, Mr. Puentes had to forgo some of his rest periods due to the heavy workload and lack of rest period coverage. When Mr. Puentes was able to take a rest period, his rest periods were often interrupted or cut short by SUN-MAID's managers requiring that he immediately return to the work area to assist with overflowing or clogged machinery.

SUN-MAID also has engaged in a company-wide practice and/or policy of not paying rest period premiums owed when compliant rest periods are not authorized and permitted. Because of this practice and/or policy, Mr. Puentes and other aggrieved employees have not received premium pay for all missed rest periods.

Accordingly, SUN-MAID failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Puentes and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUN-MAID into compliance with the applicable IWC Wage Order and Labor Code sections 226.7, 516, and 1198, pursuant to Labor Code sections 558 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. SUN-MAID has not provided Mr. Puentes and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, SUN-MAID has knowingly and intentionally provided Mr. Puentes and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, SUN-MAID issued uniform wage statements to Mr. Puentes and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; and all applicable hourly rates in effect during the pay period, including rates of pay for overtime wages, and the corresponding number of hours worked at each hourly rate. Specifically, SUN-MAID violated sections 226(a)(1), 226(a)(2), 226(a)(5), and 226(a)(9).

Because SUN-MAID did not accurately record the time Mr. Puentes and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), SUN-MAID did not list the correct amount of gross wages and net wages earned by Mr. Puentes and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, SUN-MAID failed to accurately list the total number of hours worked by Mr. Puentes and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for which aggrieved employees were paid; failing to list 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; failing to list the name and address of the legal entity that is the employer; and/or failing to state all hours worked as a result of not recording or stating hours worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), SUN-MAID willfully failed to maintain accurate payroll records for Mr. Puentes and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, SUN-MAID engaged in company-wide practices and/or policies of failing to record actual hours worked, and thereby failed to keep accurate records of work period and meal period start and end times for Mr. Puentes and other aggrieved employees, in violation of section 1198. Also, in light of SUN-MAID’s failure to provide Mr. Puentes and other aggrieved

employees with second 30-minute meal periods to which they were entitled, SUN-MAID kept no records of meal start and end times for second meal periods.

Because SUN-MAID failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Puentes and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Puentes and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Puentes and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUN-MAID into compliance with the applicable IWC Wage Order and Labor Code sections 226(a), 1174(d), and 1198, pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (k).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. California Labor Code section 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, SUN-MAID failed to pay Mr. Puentes and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within any time period specified by California Labor Code section 204.

Mr. Puentes and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUN-MAID into compliance with Labor Code section 204, pursuant to Labor Code sections 210 and/or 2699(a), (f), and (k).

Violation of California Labor Code §§ 201 and 202 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

SUN-MAID willfully failed to pay Mr. Puentes and other aggrieved employees who are no longer employed by SUN-MAID the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving SUN-MAID's employ.

Mr. Puentes and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUN-MAID into compliance with Labor Code sections 201 and 202, pursuant to Labor Code sections 256 and/or 2699(a), (f), and (k).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order No. 8-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

First, during the relevant time period, SUN-MAID, on a company-wide basis, required that Mr. Puentes and other aggrieved employees use their personal mobile devices, including, but not limited to, cellular phones, and/or mobile data to carry out their job duties but failed to reimburse them for the costs of their work-related mobile device and/or mobile data expenses. For example, Mr. Puentes and other aggrieved employees were required to use their personal mobile devices for work-related tasks, including responding to calls or text messages from management regarding assignments and requests to complete certain tasks. Although SUN-MAID required Mr. Puentes and other aggrieved employees to use their personal mobile devices and/or mobile data to carry out their work-related duties, SUN-MAID failed to reimburse them for their costs incurred.

Second, during the relevant time period, SUN-MAID required Mr. Puentes and other aggrieved employees to purchase supplies and equipment necessary for the performance of their duties, but failed to reimburse them for their out-of-pocket costs. For example, Mr. Puentes spent approximately \$10 on a forklift key he used for operating forklifts that required key ignition, because SUN-MAID failed to provide him with the necessary supplies which were required for him to complete his assigned duties.

Also, during the relevant time period, SUN-MAID required Mr. Puentes and other aggrieved employees to wear special safety gear such as safety vests, which they were required to wear while at work and necessary for the performance of their duties. For example, Mr. Puentes spent approximately \$20 on a safety vest, but he was not reimbursed for these costs. Thus, SUN-MAID failed to provide or reimburse Mr. Puentes and other aggrieved employees for the safety vests they required employees to wear during their shifts.

SUN-MAID could have provided Mr. Puentes and other aggrieved employees with the actual equipment for use on the job, such as company mobile devices and equipment; or SUN-MAID could have reimbursed employees for the costs of their mobile device usage and supply and equipment expenses. Instead, SUN-MAID passed these operating costs off onto Mr. Puentes and other

aggrieved employees. At all relevant times, Mr. Puentes did not earn at least two (2) times the minimum wage.

Thus, SUN-MAID had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Puentes and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUN-MAID into compliance with the applicable IWC Wage Order and Labor Code section 2802, pursuant to Labor Code sections 2699(a), (f), and (k).

Violation of California Labor Code § 2810.5(a)(1)(A)-(C) – Failure to Provide Notice of Material Terms of Employment

California's Wage Theft Prevention Act was enacted to ensure that employers provide employees with basic information material to their employment relationship at the time of hiring, and to ensure that employees are given written and timely notice of any changes to basic information material to their employment. Codified at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the time of hiring, an employer must provide written notice to employees of the rate(s) of pay and basis thereof, whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including any rates for overtime, the regular payday designated by the employer, and any allowances claims as part of the minimum wage, including meal or lodging allowances. Effective January 1, 2015, an employer's written notice pursuant to section 2810.5 must also include a statement that the employee may accrue and use sick leave; has a right to request and use accrued paid sick leave; may not be terminated or retaliated against for using or requesting the use of accrued paid sick leave; and has the right to file a complaint against an employer who retaliates.

SUN-MAID failed to provide Mr. Puentes and other aggrieved employees written notice that lists the requisite information set forth in Labor Code section 2810.5(a)(1)(A)-(C). SUN-MAID's failure to provide Mr. Puentes and other aggrieved employees with written notice of basic information regarding their employment with SUN-MAID is in violation of Labor Code section 2810.5.

Mr. Puentes and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring SUN-MAID into compliance with Labor Code section 2810.5, pursuant to Labor Code sections 2699(a), (f), and (k).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid" Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." SUN-MAID, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Puentes's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Puentes seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and 558, Mr. Puentes, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against SUN-MAID for violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Puentes seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

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Los Angeles, CA 90067
(310) 556-4811

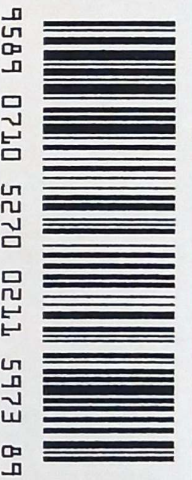
Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

Copy: SUN-MAID GROWERS OF CALIFORNIA (via U.S. Certified Mail); PLUM, PBC, doing business in California as PLUM ORGANICS (via U.S. Certified Mail)

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



9589 0710 5270 0211 5973 89

**SUN-MAID GROWERS
OF CALIFORNIA**
6795 N. PALM AVE., 2ND FLOOR
FRESNO, CA 93704

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

**SUN-MAID GROWERS
OF CALIFORNIA**
6795 N. PALM AVE., 2ND FLOOR
FRESNO, CA 93704



9590 9402 8803 4005 5606 92

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5973 89

Restricted Delivery

PS Form 3811, July 2020 PSN 7630-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

Received by (Printed Name)

☐ Agent

☐ Addressee

C. Date of Delivery

Is delivery address different from item 1? If YES, enter delivery address below:

☐ Yes
☐ No

Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**U.S. Postal Service™
CERTIFIED MAIL® RECEIPT**
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

☐ Certified Mail Restricted Delivery \$

PUENTE V.

SUN-MAID

Postmark

**SUN-MAID GROWERS
OF CALIFORNIA**
6795 N. PALM AVE., 2ND FLOOR
FRESNO, CA 93704

9589 0710 5270 0211 5973 89

Capstone Law, APC
1875 Century Park, East, 1860
Los Angeles, CA. 90067



9589 0710 5270 0211 5973 72

PLUM ORGANICS
6795 N. PALM AVE., 2ND FLOOR
FRESNO, CA 93704

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.

PLUM ORGANICS
6795 N. PALM AVE., 2ND FLOOR
FRESNO, CA 93704



9590 9402 8803 4005 5606 85

Article Number (Transfer from service label)

9589 0710 5270 0211 5973 72

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

Service Type

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|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Mail Restricted Delivery | |

Domestic Return Receipt

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com.

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

☒ Return Receipt (hardcopy) \$ 9.00

☐ Return Receipt (electronic) \$ 0.00

☐ Signature Confirmation Restricted Delivery \$ 0.00

☐ Signature Confirmation Restricted Delivery \$ 0.00

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9589 0710 5270 0211 5973 72

PLUM ORGANICS
6795 N. PALM AVE., 2ND FLOOR
FRESNO, CA 93704

Puente v.
SUNSHINE
Postmark
Station

PS Form 3800, January 2024 PSN 7530-02-000-9053

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒  ☐ Agent ☐ Addressee	
PLUM ORGANICS 6795 N. PALM AVE., 2ND FLOOR FRESNO, CA 93704		B. Received by (Printed Name)	C. Date of Delivery 11/7/25
		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
9590 9402 8803 4005 5606 85		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	
2. Article Number (Transfer from service label) 9589 0710 5270 0211 5973 72		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you.		A. Signature ☒  ☐ Agent ☐ Addressee	
SUN-MAID GROWERS OF CALIFORNIA 6795 N. PALM AVE., 2ND FLOOR FRESNO, CA 93704		B. Received by (Printed Name)	C. Date of Delivery 11/7/25
		Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No	
9590 9402 8803 4005 5606 92		Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	
2. Article Number (Transfer from service label) 9589 0710 5270 0211 5973 89		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	



1875 Century Park East, Suite 1860
Los Angeles, California 90067
310.556.4811 Main | 310.943.0396 Fax

ALEXANDER LIMA
310.712.8154 Direct
Alexander.Lima@capstonelawyers.com

November 6, 2025

VIA ONLINE SUBMISSION

Division of Occupational Safety and Health
ATTN: PAGA Administrator
(<https://dir.govfa.net/412>)

Subject: *Catarino Puentes v. Sun-Maid Growers of California, et al.*
LWDA Case No. LWDA-CM-1136380-25 – AMENDED NOTICE

Dear PAGA Administrator:

This office represents Catarino Puentes in connection with his claims under the California Labor Code. Mr. Puentes was an employee of SUN-MAID GROWERS OF CALIFORNIA and/or PLUM, PBC, doing business in California as PLUM ORGANICS. For the purpose of this letter, Mr. Puentes collectively refers to these entities as “SUN-MAID.”

We previously provided notice of Mr. Puentes’s claims to the California Labor and Workforce Development Agency (“LWDA”) on November 5, 2025, and submitted the applicable filing fee pursuant to Labor Code section 2699.3(a)(1)(B). This amended notice supplements Mr. Puentes’s prior LWDA notice and adds an additional claim.

The employers may be contacted directly at the addresses below:

SUN-MAID GROWERS OF CALIFORNIA
6795 N. PALM AVE., 2ND FLOOR
FRESNO, CA 93704

PLUM ORGANICS
6795 N. PALM AVE., 2ND FLOOR
FRESNO, CA 93704

Mr. Puentes intends to seek civil penalties, attorneys’ fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 (“PAGA”). Mr. Puentes seeks relief on behalf of himself, the State of California, and other persons who are or were employed by SUN-MAID as a non-exempt, hourly paid employee in California and who received at least one wage statement (“aggrieved employees”). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

SUN-MAID employed Mr. Puentes as an hourly paid, non-exempt employee from approximately March 2025 to June 2025. Mr. Puentes worked as a Forklift Operator for SUN-MAID at its facility located at 13525 S. Bethel Avenue, Kingsburg, California 93631. During his employment, Mr.

Puentes typically worked eight (8) hours or more per day, and five (5) days or more per week. By the end of his employment, Mr. Puentes was compensated approximately \$18.78 per hour. His job duties included, without limitation, operating a forklift; loading and unloading bins; weighing, removing, and stacking bins; and maintaining forklift fluid levels and completing daily forklift inspections checklists.

SUN-MAID committed each of the following Labor Code violations against Mr. Puentes, the facts and theories of which follow, making him an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

During the relevant period, SUN-MAID failed to provide Mr. Puentes and other aggrieved employees with personal protective equipment, such as safety vests, to keep them safe in the workplace. Despite the fact that SUN-MAID required Mr. Puentes and other aggrieved employees to wear certain personal protective equipment, including safety vests, while engaged in their work-related duties, SUN-MAID failed to provide such reasonably necessary equipment to Mr. Puentes and other aggrieved employees to keep them safe. Instead, Mr. Puentes and other aggrieved employees were required to purchase their own safety vests. Thus, SUN-MAID’ failure to provide Mr. Puentes and other aggrieved employees with safety devices and safeguards for the workplace violates Labor Code sections 6401 and 6403.

Mr. Puentes and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring SUN-MAID into compliance with Labor Code sections 6401 and 6403, pursuant to Labor Code sections 2699(a), (f), and (k).

Accordingly, pursuant to PAGA, and in particular California Labor Code sections 1194.5, 2699(a), 2699(k), and 2699.3(b), Mr. Puentes, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties and injunctive relief for himself, all other aggrieved employees, and the State of California against SUN-MAID for violations of California Labor Code sections 6401 and 6403.

¹ These facts, theories, and claims are based on Mr. Puentes’s experience and counsel’s review of those records currently available relating to Mr. Puentes’s employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law’s requirements, the employer misinformed its employee of the law’s requirements, or because the employer effectively hid the violations). Thus, Mr. Puentes reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

Therefore, on behalf of all aggrieved employees, Mr. Puentes seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Alexander Lima
Capstone Law APC
1875 Century Park East, Suite 1860
Los Angeles, CA 90067
(310) 556-4811

Best Regards,

A handwritten signature in black ink, appearing to read 'Alexander Lima', with a stylized flourish extending to the right.

Alexander Lima

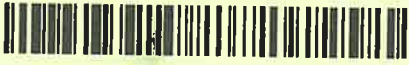
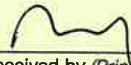
Copy: SUN-MAID GROWERS OF CALIFORNIA (via U.S. Certified Mail); PLUM, PBC, doing business in California as PLUM ORGANICS (via U.S. Certified Mail)

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the mail to you. SUN-MAID GROWERS OF CALIFORNIA 6795 N. Palm Avenue 2nd Floor Fresno, CA 93704 9590 9402 8803 4005 5608 21 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5974 57		A. Signature X _____ B. Received by (Printed Name) _____ C. Date of Delivery _____ D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No 3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery ☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

CAPSTONE LAW, APC
1875 Century Park East
Suite #1860
Los Angeles, CA 90067

**SUN-MAID GROWERS
OF CALIFORNIA**
6795 N. Palm Avenue
2nd Floor
Fresno, CA 93704

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE	
CERTIFIED MAIL®	
9589 0710 5270 0211 5974 57	
9589 0710 5270 0211 5974 57	
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only For delivery information, visit our website at www.usps.com SUN-MAID GROWERS OF CALIFORNIA 6795 N. Palm Avenue 2nd Floor Fresno, CA 93704 Postmark	PUENTES V, SUN-MAID Postage \$ _____ Insurance \$ _____ Signature Confirmation \$ _____ Registered Mail \$ _____ Collect on Delivery \$ _____ Other Service \$ _____ PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. SUN-MAID GROWERS OF CALIFORNIA 6795 N. Palm Avenue 2nd Floor Fresno, CA 93704  9590 9402 8803 4005 5608 21 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5974 57	A. Signature X  ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery	☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. PLUM ORGANICS 6795 N. Palm Avenue 2nd Floor Fresno, CA 93704  9590 9402 8803 4005 5608 14 2. Article Number (Transfer from service label) 9589 0710 5270 0211 5974 64	A. Signature X  ☐ Agent ☐ Addressee B. Received by (Printed Name) C. Date of Delivery D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
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PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt

1 **PROOF OF SERVICE**

2 I am employed in the State of California, County of Los Angeles. I am over the age of 18
3 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1860 Los
4 Angeles, California 90067.

5 On **January 13, 2026**, I served the document described as **FIRST AMENDED**
6 **CLASS ACTION COMPLAINT & ENFORCEMENT ACTION UNDER THE**
7 **PRIVATE ATTORNEYS GENERAL ACT, CALIFORNIA LABOR CODE §§ 2698, ET**
8 **SEQ.** on the interested parties in this action by sending [] the original [or] [✓] a true copy
9 thereof [✓] to interested parties as follows [or] as stated on the attached service list:

10 CT Corporation System
11 330 North Brand Boulevard, Suite 700,
12 Glendale, CA 91203

Agent for Defendants
SUN-MAID GROWERS OF CALIFORNIA,
and PLUM, PBC, doing business in California
as PLUM ORGANICS

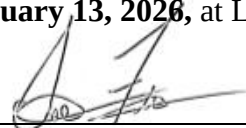
13 [] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
14 California, by e-mail delivery on the parties listed herein at their most recent known e-
15 mail address or e-mail of record in this action.

16 [] **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted
17 electronically via OneLegal eService to the individuals listed above, as they exist on
18 that database. This will constitute service of the document(s).

19 [X] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s)
20 for mailing in the ordinary course of business at Los Angeles, California. I am “readily
21 familiar” with this firm’s practice of collection and processing correspondence for
22 mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal
23 Service that same day in the ordinary course of business with postage thereon fully
24 prepaid at Los Angeles, California.

25 I declare under penalty of perjury under the laws of the State of California that the
26 foregoing is true and correct. Executed on **January 13, 2026**, at Los Angeles, California.

27 Sophia Flores
28 Type/Print Name


Signature