

ELECTRONICALLY FILED
Superior Court of California,
County of Tulare
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF TULARE

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

Plaintiff,

vs.

KINGS RIVER FARMING, INC., a
California corporation; KINGS RIVER
PACKING, LP, a California limited
partnership; KINGS RIVER PACKING,
INC., a California corporation; KINGS
RIVER PACKING, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY, a
California limited liability company;
KINGS RIVER TRUCKING, INC., a
California corporation; COBBLESTONE
FRUIT, a California corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: VCU327349

**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);

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- (7) Violation of California Labor Code §§ 204 and 205 (Failure to Timely Pay Wages During Employment);
- (8) Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, *et seq.*;
- (9) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices); and
- (10) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unfair Business Practices)

Jury Trial Demanded

1 Plaintiff Jose Torres, 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, hourly
9 paid employees and received at least one wage statement and against whom one or more
10 violations of any provision in Division 2 Part 2 Chapter 1 of the Labor Code or any provision
11 regulating hours and days of work in the applicable Industrial Welfare Commission (“IWC”)
12 Wage Order were committed, as set forth in this complaint. The monetary damages, penalties,
13 and restitution sought by Plaintiff exceeds the minimal jurisdiction limits of the Superior Court
14 and will be established according to proof at trial. This Court has jurisdiction over this action
15 pursuant to the California Constitution, Article VI, section 10. The statutes under which this
16 action is brought do not specify any other basis for jurisdiction. Plaintiff’s share of damages,
17 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 jurisdiction
21 over them by the California courts consistent with traditional notions of fair play and substantial
22 justice. There is no basis for federal diversity jurisdiction in this action because there is no
23 complete diversity, and this case falls within the statutory exceptions to “minimal diversity”
24 jurisdiction under the Class Action Fairness Act, 28 U.S.C. § 1332(d)(4). Upon information
25 and belief, two-thirds or more of the class members and Defendants are citizens of California
26 and/or (a) two-thirds of the class members and Defendants are citizens of California; (b) the
27 alleged wage and hour violations occurred in California; (c) significant relief is being sought
28 against Defendants whose violations of California wage and hour laws form a significant basis

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

4 3. Venue is proper in this Court, because Defendants employ persons within the
5 County of Tulare, and have violated the requirements of the California Labor Code and
6 applicable IWC Wage Order in this county which give rise to the penalties sought in this action.
7 Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the
8 California Labor Code and applicable IWC Wage Order in at least one location within the
9 County of Tulare, including Defendants' facility in Cutler (12133 Avenue 408, Cutler,
10 California 93615). Pursuant to California Civil Code of Procedure section 393, venue is proper
11 for the recovery of a penalty or forfeiture imposed by statute in the county in which the cause,
12 or some part of the cause, arose. Because Defendants have employees in Tulare County and
13 Plaintiff could bring this action to recover penalties in Tulare County, venue is proper.

14 **THE PARTIES**

15 4. Plaintiff Jose Torres is a resident of Lemoore, in Kings County, California.
16 Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately
17 February 2023 to June 2025. Plaintiff worked as a Stacker/Palletizer for Defendants at their
18 packhouse location in Sanger (21083 East Trimmer Springs Road, Sanger, California 93657).
19 During his employment, Plaintiff typically worked eight (8) to eleven (11) hours or more per
20 day, and five (5) to six (6) days per week. Plaintiff's primary job duties included, without
21 limitation, sorting citrus fruit and stacking boxes of fruit onto pallets.

22 5. KINGS RIVER FARMING, INC. was and is, upon information and belief, a
23 California corporation, and at all times hereinafter mentioned, an employer whose employees
24 are engaged throughout this county and the State of California.

25 6. KINGS RIVER PACKING, LP was and is, upon information and belief, a
26 California limited partnership, and at all times hereinafter mentioned, an employer whose
27 employees are engaged throughout this county and the State of California.

28 7. KINGS RIVER PACKING, INC. was and is, upon information and belief, a

1 California corporation, and at all times hereinafter mentioned, an employer whose employees
2 are engaged throughout this county and the State of California.

3 8. KINGS RIVER PACKING, LLC, A CALIFORNIA LIMITED LIABILITY
4 COMPANY was and is, upon information and belief, a California limited liability company,
5 and at all times hereinafter mentioned, an employer whose employees are engaged throughout
6 this county and the State of California.

7 9. KINGS RIVER TRUCKING, INC. was and is, upon information and belief, a
8 California corporation, and at all times hereinafter mentioned, an employer whose employees
9 are engaged throughout this county and the State of California.

10 10. COBBLESTONE FRUIT was and is, upon information and belief, a California
11 corporation, and at all times hereinafter mentioned, an employer whose employees are engaged
12 throughout this county and the State of California.

13 11. Plaintiff is unaware of the true names or capacities of the Defendants sued herein
14 under the fictitious names DOES 1 through 10, but will seek leave of this Court to amend the
15 complaint and serve such fictitiously named Defendants once their names and capacities
16 become known.

17 12. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
18 were the partners, agents, owners, or managers of Defendants at all relevant times.

19 13. Plaintiff is informed and believes, and thereon alleges, that each and all of the
20 acts and omissions alleged herein was performed by, or is attributable to, KINGS RIVER
21 FARMING, INC.; KINGS RIVER PACKING, LP; KINGS RIVER PACKING, INC.; KINGS
22 RIVER PACKING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY; KINGS
23 RIVER TRUCKING, INC.; COBBLESTONE FRUIT; and/or DOES 1 through 10 (collectively,
24 “Defendants” or “KINGS RIVER”), each acting as the agent, employee, alter ego, and/or joint
25 venturer of, or working in concert with, each of the other co-Defendants and was acting within
26 the course and scope of such agency, employment, joint venture, or concerted activity with legal
27 authority to act on the others’ behalf. The acts of any and all Defendants were in accordance
28 with, and represent, the official policy of Defendants.

1 14. At all relevant times, Defendants, and each of them, ratified each and every act
2 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
3 and abetted the acts and omissions of each and all the other Defendants in proximately causing
4 the damages herein alleged.

5 15. Plaintiff is informed and believes, and thereon alleges, that each of said
6 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
7 omissions, occurrences, and transactions alleged herein.

8 16. Under California law, Defendants are jointly and severally liable as employers
9 for the violations alleged herein because they have each exercised sufficient control over the
10 wages, hours, working conditions, and employment status of Plaintiff and class members. Each
11 Defendant had the power to hire and fire Plaintiff and class members, supervised and controlled
12 their work schedule and/or conditions of employment, determined their rate of pay, and
13 maintained their employment records. Defendants suffered or permitted Plaintiff and class
14 members to work and/or “engaged” Plaintiff and class members so as to create a common-law
15 employment relationship. As joint employers of Plaintiff and class members, Defendants are
16 jointly and severally liable for the civil penalties and all other relief available to Plaintiff and
17 class members under the law.

18 17. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
19 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and class
20 members because Defendants have:

- 21 (a) jointly exercised meaningful control over the work performed by Plaintiff
22 and class members;
- 23 (b) jointly exercised meaningful control over Plaintiff’s and class members’
24 wages, hours, and working conditions, including the quantity, quality
25 standards, speed, scheduling, and operative details of the tasks performed
26 by Plaintiff and class members;
- 27 (c) jointly required that Plaintiff and class members perform work which is
28 an integral part of Defendants’ businesses; and

1 (d) jointly exercised control over Plaintiff and class members as a matter of
2 economic reality in that Plaintiff and class members were dependent on
3 Defendants, who shared the power to set the wages of Plaintiff and class
4 members and determined their working conditions, and who jointly
5 reaped the benefits from the underpayment of their wages and
6 noncompliance with other statutory provisions governing their
7 employment.

8 18. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
9 there has existed a unity of interest and ownership between Defendants such that any
10 individuality and separateness between the entities has ceased.

11 19. KINGS RIVER FARMING, INC.; KINGS RIVER PACKING, LP; KINGS
12 RIVER PACKING, INC.; KINGS RIVER PACKING, LLC, A CALIFORNIA LIMITED
13 LIABILITY COMPANY; KINGS RIVER TRUCKING, INC.; COBBLESTONE FRUIT; and
14 DOES 1 through 10 are therefore alter egos of each other.

15 20. Adherence to the fiction of the separate existence of Defendants would permit an
16 abuse of the corporate privilege, and would promote injustice by protecting Defendants from
17 liability for the wrongful acts committed by them under the name KINGS RIVER.

18 21. Plaintiff further alleges, upon information and belief, that Defendants KINGS
19 RIVER FARMING, INC.; KINGS RIVER PACKING, LP; KINGS RIVER PACKING, INC.;
20 KINGS RIVER PACKING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY;
21 KINGS RIVER TRUCKING, INC. and COBBLESTONE FRUIT are alter egos of each other
22 for the following reasons:

23 (a) On the California Secretary of State's website
24 (<https://bizfileonline.sos.ca.gov>), KINGS RIVER FARMING, INC.;
25 KINGS RIVER PACKING, INC.; and KINGS RIVER TRUCKING,
26 INC.; share the same principal and mailing address of "21083 E
27 TRIMMER SPRINGS R[OA]D, SANGER, CA 93657";

28 (b) On the California Secretary of State's website, KINGS RIVER

1 PACKING, LP and KINGS RIVER PACKING, LLC, A CALIFORNIA
2 LIMITED LIABILITY COMPANY share the same principal and mailing
3 address of “15749 E VENTURA AVE[NUE], SANGER, CA 93657”;

4 (c) According to Statement of Information forms filed with the California
5 Secretary of State, KINGS RIVER FARMING, INC.; KINGS RIVER
6 TRUCKING, INC.; and COBBLESTONE FRUIT share the same officers
7 and/or directors, including, but not limited to, Scott Riddle, who serves
8 as Chief Executive Officer, Chief Financial Officer, Secretary, and
9 Director for KINGS RIVER FARMING, INC. and Secretary and Director
10 for KINGS RIVER TRUCKING, INC. and COBBLESTONE FRUIT;

11 (d) According to Statement of Information forms filed with the California
12 Secretary of State, KINGS RIVER TRUCKING, INC. and
13 COBBLESTONE FRUIT share the same officers and/or directors,
14 including, but not limited to, Robert Hines, who serves as Chief Financial
15 Officer and Director for KINGS RIVER TRUCKING, INC. and Chief
16 Executive Officer for COBBLESTONE FRUIT;

17 (e) According to Statement of Information forms filed with the California
18 Secretary of State, KINGS RIVER PACKING, INC. and KINGS RIVER
19 PACKING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY;
20 share the same officers, directors, managers, and/or members, including,
21 but not limited to, Keith Gardner, who serves as Chief Executive Officer
22 and Director for KINGS RIVER PACKING, INC. and Chief Executive
23 Officer and Manager/Member of KINGS RIVER PACKING, LLC, A
24 CALIFORNIA LIMITED LIABILITY COMPANY;

25 (f) According to Certificate of Limited Partnership forms filed with the
26 California Secretary of State, KINGS RIVER PACKING, LLC, A
27 CALIFORNIA LIMITED LIABILITY COMPANY is the general partner
28 of KINGS RIVER PACKING, LP;

- 1 (g) On the California Secretary of State's website, KINGS RIVER
2 PACKING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY
3 and KINGS RIVER PACKING, LP share the same agent for service of
4 process, Joseph J. Doerr; and
- 5 (h) On information and belief, KINGS RIVER FARMING, INC.; KINGS
6 RIVER PACKING, LP; KINGS RIVER PACKING, INC.; KINGS
7 RIVER PACKING, LLC, A CALIFORNIA LIMITED LIABILITY
8 COMPANY; KINGS RIVER TRUCKING, INC.; and COBBLESTONE
9 FRUIT utilize the same standardized employment forms and issue the
10 same employment policies.

11 GENERAL ALLEGATIONS

12 22. Defendants grow, pack, and ship citrus fruit in the San Joaquin Valley. Upon
13 information and belief, Defendants maintain a single, centralized Human Resources ("HR")
14 department at their company headquarters in Sanger, California, which is responsible for the
15 recruiting and hiring of new employees, and communicating and implementing Defendants'
16 company-wide policies, including timekeeping policies and meal and rest period policies, to
17 employees throughout California.

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

25 24. Upon information and belief, Defendants maintain a centralized Payroll
26 department at their company headquarters in Sanger, California, which processes payroll for all
27 non-exempt, hourly paid employees working for Defendants at their various locations and
28 jobsites in California, including Plaintiff and class members. Based upon information and

1 belief, Defendants issue the same formatted wage statements to all non-exempt, hourly paid
2 employees in California, irrespective of their work locations. Upon information and belief,
3 Defendants process payroll for departing employees in the same manner throughout the State
4 of California, regardless of the manner in which each employee's employment ends.

5 25. Defendants continue to employ non-exempt or hourly paid employees in
6 California.

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

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

13 28. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
14 should have known that Plaintiff and class members were entitled to receive certain wages for
15 overtime compensation and that they were not receiving certain wages for overtime
16 compensation.

17 29. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
18 should have known that Plaintiff and class members were entitled to be paid at a regular rate of
19 pay, and corresponding rates of pay for overtime wages and/or meal and rest period premiums,
20 that included as eligible income all remuneration required by law, including but not limited to,
21 all income derived from incentive pay, nondiscretionary bonuses, and/or other forms of
22 compensation, but failed to include all forms of remuneration in calculating the regular rate of
23 pay for Plaintiff and class members.

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

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

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

16 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
17 should have known that Plaintiff and class members were entitled to receive complete and
18 accurate wage statements in accordance with California law. In violation of the California
19 Labor Code, Plaintiff and class members were not provided complete and accurate wage
20 statements.

21 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
22 should have known that they had a duty to maintain accurate and complete payroll records in
23 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
24 knowingly, and intentionally failed to do so.

25 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that Plaintiff and class members were entitled to timely payment of all
27 wages earned upon termination of employment. In violation of the California Labor Code,
28 Plaintiff and class members did not receive payment of all wages due, including, but not limited

1 to, overtime wages, minimum wages, and/or meal and rest period premiums, within permissible
2 time periods.

3 36. 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 wages
5 during their employment. In violation of the California Labor Code, Plaintiff and class members
6 did not receive payment of all wages, including, but not limited to, overtime wages, minimum
7 wages, and/or meal and rest period premiums, within permissible time periods.

8 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and class members were entitled to receive their full wages
10 due without having to execute a release of claims. In violation of the California Labor Code,
11 Defendants required Plaintiff and class members to release their claims for unpaid wages as a
12 condition to receiving their paychecks.

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

17 39. Plaintiff is informed and believes, and thereon alleges, that at all times herein
18 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
19 and class members for all hours worked, and that Defendants had the financial ability to pay
20 such compensation, but willfully, knowingly, and intentionally failed to do so, and falsely
21 represented to Plaintiff and class members that they were properly denied wages, all in order to
22 increase Defendants' profits.

23 **PAGA REPRESENTATIVE ALLEGATIONS**

24 40. At all times herein set forth, PAGA provides that any provision of law under the
25 Labor Code and applicable IWC Wage Order that provides for a civil penalty to be assessed and
26 collected by the Labor and Workforce Development Agency ("LWDA") for violations of the
27 California Labor Code and applicable IWC Wage Order may, as an alternative, be recovered by
28 aggrieved employees in a civil action brought on behalf of themselves and other current or

1 former employees pursuant to procedures outlined in California Labor Code section 2699.3.

2 41. PAGA defines an “aggrieved employee” in Labor Code section 2699(c)(1) as
3 “any person who was employed by the alleged violator and personally suffered each of the
4 violations alleged.”

5 42. Plaintiff and other current and former employees of Defendants are “aggrieved
6 employees” as defined by Labor Code section 2699(c)(1) in that they are all Defendants’ current
7 or former employees and each of the alleged violations were committed against them.

8 43. Pursuant to California Labor Code sections 2699.3 and 2699.5, aggrieved
9 employees, including Plaintiff, may pursue a civil action arising under PAGA after the
10 following requirements have been met:

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

15 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
16 2699.3(a) and any employer response to that notice shall be accompanied
17 by a filing fee of seventy-five dollars (\$75).

18 (c) The LWDA shall notify the employer and the aggrieved employee or
19 representative by certified mail that it does not intend to investigate the
20 alleged violation (“LWDA Notice”) within sixty (60) calendar days of the
21 postmark date of the aggrieved employee’s notice. Upon receipt of the
22 LWDA Notice, or if no LWDA Notice is provided within sixty-five (65)
23 calendar days of the postmark date of the aggrieved employee’s notice,
24 the aggrieved employee may commence a civil action pursuant to
25 California Labor Code section 2699 to recover civil penalties.

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

- 1 (a) The aggrieved employee or representative shall give written notice by
2 online filing with the LWDA and by certified mail to the employer of the
3 specific provisions of the California Labor Code alleged to have been
4 violated (other than those listed in Section 2699.5), including the facts
5 and theories to support the alleged violation.
- 6 (b) An aggrieved employee's notice filed with the LWDA pursuant to
7 2699.3(c) and any employer response to that notice shall be accompanied
8 by a filing fee of seventy-five dollars (\$75).
- 9 (c) The employer may cure the alleged violation within thirty-three (33)
10 calendar days of the postmark date of the notice sent by the aggrieved
11 employee or representative. The employer shall give written notice
12 within that period of time by certified mail to the aggrieved employee or
13 representative and by online filing with the LWDA if the alleged violation
14 is cured, including a description of actions taken, and no civil action
15 pursuant to Section 2699 may commence. If the alleged violation is not
16 cured within the 33-day period, the aggrieved employee may commence
17 a civil action pursuant to Section 2699.

18 45. On November 3, 2025, Plaintiff provided written notice by online filing to the
19 LWDA and by Certified Mail to Defendants of the specific provisions of the California Labor
20 Code alleged to have been violated, including facts and theories to support the alleged
21 violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice
22 was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA
23 PAGA Administrator confirmed receipt of Plaintiff's written notice and assigned Plaintiff
24 PAGA Case Number LWDA-CM-1135811-25. A true and correct copy of Plaintiff's written
25 notice to the LWDA and Defendants dated November 3, 2025, is attached hereto as "Exhibit
26 1".

27 46. As of the filing date of this amended complaint, over 65 days have passed since
28 Plaintiff sent the notice described above to the LWDA, and the LWDA has not responded that

1 it intends to investigate Plaintiff's claims and Defendants have not cured the violations.

2 47. Thus, Plaintiff has satisfied the administrative prerequisites under California
3 Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for
4 violations of California Labor Code sections 201, 202, 204, 205, 206.5, 226(a), 226.7, 510,
5 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

6 48. Labor Code section 558(a) provides "[a]ny employer or other person acting on
7 behalf of an employer who violates, or causes to be violated, a section of this chapter or any
8 provision regulating hours and days of work in any order of the Industrial Welfare Commission
9 shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for
10 each underpaid employee for each pay period for which the employee was underpaid (2)
11 For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for
12 each pay period for which the employee was underpaid" Labor Code section 558(c)
13 provides "[t]he civil penalties provided for in this section are in addition to any other civil or
14 criminal penalty provided by law."

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

18 50. As set forth below, Defendants have violated numerous provisions of both the
19 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
20 Order.

21 51. Pursuant to PAGA, and in particular, California Labor Code sections 1194.5.
22 2699(a), 2699(k), 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public
23 interest as a private attorney general, seek assessment and collection of civil penalties and
24 injunctive relief for himself, all other aggrieved employees, and the State of California against
25 Defendants for violations of California Labor Code sections 201, 202, 204, 205, 206.5, 226(a),
26 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

27 **CLASS ACTION ALLEGATIONS**

28 52. Plaintiff brings this action on his own behalf, as well as on behalf of each and all

1 other persons similarly situated, and thus seeks class certification under California Code of Civil
2 Procedure section 382.

3 53. All claims alleged herein arise under California law for which Plaintiff seeks
4 relief authorized by California law.

5 54. Plaintiff's proposed class consists of and is defined as follows:

6 All persons who worked for Defendants as non-exempt, hourly
7 paid employees in California, within four years prior to the filing
of the initial complaint until the date of trial ("Class").

8 55. Plaintiff's proposed subclass consists of and is defined as follows:

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

12 56. Members of the Class and Subclass are referred to herein as "class members."

13 57. Plaintiff reserves the right to redefine the Class and Subclass and to add
14 additional subclasses as appropriate based on further investigation, discovery, and specific
15 theories of liability.

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

- 18 (a) Whether Defendants required Plaintiff and class members to work over
19 eight (8) hours per day, over twelve (12) hours per day, or over forty (40)
20 hours per week and failed to pay all legally required overtime
21 compensation to Plaintiff and class members;
- 22 (b) Whether Defendants failed to include all forms of remuneration in the
23 regular rate of pay as required by law for purposes of paying overtime
24 wages and/or meal and rest period premiums to Plaintiff and class
25 members;
- 26 (c) Whether Defendants failed to pay Plaintiff and class members at least
27 minimum wages for all hours worked;
- 28 (d) Whether Defendants failed to provide Plaintiff and class members meal

periods;

- (e) Whether Defendants failed to authorize and permit Plaintiff and class members to take rest periods;
- (f) Whether Defendants provided Plaintiff and class members with complete and accurate wage statements as required by California Labor Code section 226(a);
- (g) Whether Defendants maintained accurate payroll records as required by California Labor Code section 1174(d);
- (h) Whether Defendants failed to pay earned overtime wages, minimum wages, and/or meal and rest period premiums, due to Plaintiff and class members upon their discharge;
- (i) Whether Defendants failed to timely pay overtime wages, minimum wages, and/or meal and rest period premiums, to Plaintiff and class members during their employment;
- (j) Whether Defendants unlawfully required Plaintiff and class members to execute releases of claims as a condition to receiving their earned wages;
- (k) Whether Defendants failed to provide written notice of information material to Plaintiff's and class members' employment with Defendants;
- (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.

59. 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

1 estimated to be greater than one hundred (100) individuals and the
2 identity of such membership is readily ascertainable by inspection of
3 Defendants' employment records.

4 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
5 the interests of each class member with whom he has a well-defined
6 community of interest, and Plaintiff's claims (or defenses, if any) are
7 typical of all class members as demonstrated herein.

8 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately protect
9 the interests of each class member with whom he has a well-defined
10 community of interest and typicality of claims, as demonstrated herein.
11 Plaintiff acknowledges that he has an obligation to make known to the
12 Court any relationship, conflicts or differences with any class member.
13 Plaintiff's attorneys, the proposed class counsel, are versed in the rules
14 governing class action discovery, certification, and settlement. Plaintiff
15 has incurred, and throughout the duration of this action, will continue to
16 incur costs and attorneys' fees that have been, are, and will be necessarily
17 expended for the prosecution of this action for the substantial benefit of
18 each class member.

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

25 (e) Public Policy Considerations: Employers in the State of California violate
26 employment and labor laws every day. Current employees are often
27 afraid to assert their rights out of fear of direct or indirect retaliation.
28 Former employees are fearful of bringing actions because they believe

1 their former employers might damage their future endeavors through
2 negative references and/or other means. Class actions provide the class
3 members who are not named in the complaint with a type of anonymity
4 that allows for the vindication of their rights while simultaneously
5 protecting their privacy.

6 **FIRST CAUSE OF ACTION**

7 **Violation of California Labor Code §§ 510 and 1198—Unpaid Overtime**
8 **(Against all Defendants)**

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

11 61. Labor Code section 1198 makes it illegal to employ an employee under
12 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
13 Code section 1198 requires that “. . . the standard conditions of labor fixed by the commission
14 shall be the . . . standard conditions of labor for employees. The employment of any employee
15 . . . under conditions of labor prohibited by the order is unlawful.”

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

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

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

1 65. California Labor Code section 510 codifies the right to overtime compensation
2 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
3 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh
4 (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for
5 hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on
6 the seventh (7th) day of work.

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

12 67. First, during the relevant time period, Defendants had, and continue to have, a
13 company-wide policy and/or practice of failing to accurately record hours worked by their
14 employees and thus restricted overtime accrual. Defendants failed to implement a reliable
15 timekeeping system to track and record Plaintiff's and class members' hours worked.
16 Defendants' timekeeping software often malfunctioned or had connectivity issues, which
17 impeded Plaintiff and class members from accurately recording their hours worked. When
18 Defendants' timekeeping system malfunctioned or had connectivity issues, Defendants' policy
19 and/or practice was to require Plaintiff and class members to walk to the HR offices and verbally
20 ask Defendants' management to record Plaintiff's and class members' hours worked. To get to
21 the HR offices, Plaintiff and class members had to exit the building where the timeclocks were
22 located, and walk for 7-8 minutes, while off-the-clock and under Defendants' control, around
23 to the other side of the building. Upon information and belief, Defendants' management altered,
24 falsified, and/or otherwise failed to accurately record Plaintiff's and class members' clock-in
25 and clock-out times, in order to avoid payment of additional wages. For instance, upon
26 information and belief, when Plaintiff and class members were required to walk to the HR
27 offices due to timekeeping system issues, Defendants recorded Plaintiff's and class members'
28 shift start-times as the time employees reached the HR offices, and recorded their shift end-

1 times as the time employees had left the building where the timeclocks were located.
2 Essentially, due to the limitations of the timekeeping system, Defendants' management
3 maintained control and/or discretion over employees' clock-in and/or clock-out times. As a
4 result, Plaintiff and class members were not paid for all of their hours actually worked because
5 Defendants' management did not accurately record all hours worked. To the extent Defendants'
6 timekeeping policies have taken away time worked that was eligible for overtime, Plaintiff and
7 class members have been denied overtime pay for all hours worked.

8 68. Second, during the relevant time period, Defendants' malfunctioning
9 timekeeping system also prevented Plaintiff and class members from taking all uninterrupted
10 30-minute meal periods to which they were entitled. For instance, Defendants required Plaintiff
11 and class members to walk to the HR office and ask Defendants' management to record their
12 meal periods when the timeclocks were malfunctioning. Due to the amount of time it took to
13 do this, Plaintiff's meal period durations were sometimes shortened to 10-15 minutes.
14 Defendants did not compensate Plaintiff and class members for the time they spent walking to
15 and communicating with Defendants' HR employees during unpaid meal periods.

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

23 70. Furthermore, on information and belief, Defendants did not pay Plaintiff and
24 class members the correct overtime rate for the recorded overtime hours that they generated. In
25 addition to an hourly wage, Defendants paid Plaintiff and class members incentive pay,
26 nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the
27 California Labor Code, Defendants failed to incorporate all compensation, including incentive
28 pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the

1 regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times
2 when Plaintiff and class members worked overtime and received these other forms of pay,
3 Defendants failed to pay all overtime wages by paying a lower overtime rate than required.

4 71. For example, Defendants paid Plaintiff and class members nondiscretionary
5 bonuses and/or incentive pay that were listed on Plaintiff's and class members' wage statements
6 as "Bonus." During pay periods that Plaintiff and class members were paid overtime wages,
7 Defendants did not incorporate the bonus and/or incentive pay into Plaintiff's and class
8 members' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for
9 overtime hours worked. Specifically, Defendants paid Plaintiff and class members 1.5 times
10 their hourly rate of pay instead of 1.5 times their regular rate of pay. Defendants' failure to
11 properly calculate the overtime rates of pay based on all remuneration paid has resulted in an
12 underpayment of overtime wages to Plaintiff and class members on a company-wide basis.

13 72. Defendants' failure to pay Plaintiff and class members the balance of overtime
14 compensation as required by California law, violates the provisions of California Labor Code
15 sections 510 and 1198. Pursuant to California Labor Code section 1194, Plaintiff and class
16 members are therefore entitled to recover from Defendants their unpaid overtime compensation,
17 as well as interest, costs, and attorneys' fees.

18 **SECOND CAUSE OF ACTION**

19 **Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198—Unpaid** 20 **Minimum Wages** 21 **(Against all Defendants)**

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

24 74. At all relevant times, California Labor Code sections 1182.12, 1194, 1197,
25 1197.1, and 1198 provide that the minimum wage for employees fixed by the IWC is the
26 minimum wage to be paid to employees, and the payment of a wage less than the minimum so
27 fixed is unlawful. Compensable work time is defined in IWC Wage Order No. 8-2001 as "the
28 time during which an employee is subject to the control of an employer, and includes all the

1 time the employee is suffered or permitted to work, whether or not required to do so.” Cal.
2 Code Regs. tit. 8, § 11080(2)(G) (defining “Hours Worked”).

3 75. First, as stated, Defendants systematically failed to pay Plaintiff and class
4 members for actual hours worked before and after their scheduled shifts, because these hours
5 were not accurately recorded. As set forth above, Defendants’ timekeeping system restricted
6 Plaintiff and class members from accurately recording their hours worked due to frequent
7 malfunctions. Instead, on information and belief, Plaintiff and class members were subject to
8 Defendants’ management altering their time records and/or failing to accurately record their
9 hours worked.

10 76. Second, as also stated, Plaintiff’s and class members’ meal periods were cut short
11 due to Defendants’ often-faulty timekeeping system and their policies and/or practices requiring
12 Plaintiff and class members to walk to the HR offices and request that Defendants’ management
13 record their meal periods. Plaintiff and class members were prevented from taking all
14 uninterrupted meal periods to which they were entitled and were required to work off-the-clock
15 during meal periods, have their meal periods interrupted, and/or were otherwise not relieved of
16 all duties during unpaid meal periods. Thus, Defendants systematically failed to pay Plaintiff
17 and class members for actual hours worked during unpaid meal periods because these hours
18 were not always correctly recorded.

19 77. Defendants did not pay minimum wages for all hours worked by Plaintiff and
20 class members. To the extent that these off-the-clock hours did not qualify for overtime
21 premium payment, Defendants did not pay at least minimum wages for those hours worked off-
22 the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198.

23 78. Defendants’ failure to pay Plaintiff and class members minimum wages violates
24 California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198. Pursuant to California
25 Labor Code section 1194.2, Plaintiff and class members are therefore entitled to recover from
26 Defendants liquidated damages in an amount equal to the wages unlawfully unpaid and interest
27 thereon.

28 ///

1 **THIRD CAUSE OF ACTION**

2 **Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198—Meal Period**

3 **Violations**

4 **(Against all Defendants)**

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

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

17 81. At all relevant times herein set forth, California Labor Code sections 226.7,
18 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
19 meal period mandated by an applicable order of the IWC.

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

26 83. First, during the relevant time period, as stated, Defendants had, and continue to
27 have, a faulty timekeeping system that has prevented Plaintiff and class members from taking
28 all timely, compliant meal periods to which they were entitled. For example, Plaintiff's meal

1 periods were sometimes shortened to 10-15 minutes because, on days when the timekeeping
2 system did not allow him to record a meal period, he had to walk to the HR offices and ask
3 Defendants' management to record it for him. Thus, Plaintiff and class members had to work
4 through all or part of their meal periods, had their meal periods interrupted, and/or had to wait
5 extended periods of time before taking meal periods.

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

12 85. Third, Defendants had a company-wide policy of requiring all employees to sign
13 blanket meal period waivers. Defendants took the position that non-exempt, hourly paid
14 employees had waived their rights to first and/or second meal periods for the entirety of their
15 employment and, on that basis, did not provide them with all meal periods to which they were
16 entitled. Furthermore, Defendants' meal period waiver form¹ requires employees to provide
17 written notice should they wish to revoke the waiver. Defendants' presumption that meal
18 periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours
19 and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal
20 period waivers, and imposition on employees to revoke the waivers in writing, discouraged and
21 impeded Plaintiff and class members from taking all meal periods to which they were entitled.

22 86. Furthermore, an employer's obligation to provide a meal period is only
23 "triggered" when the employer "employs an employee for a work period of more than five hours
24 per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to
25 work for a full five hours, its meal break obligation is triggered.").

26 [A]fter the meal break obligation is triggered . . . an employer is put to a
27 choice: it must (1) afford an off-duty meal period; (2) consent to a
28 mutually agreed-upon waiver if one hour or less will end the shift; or (3)

¹ "Reconocimiento Y Eleccion De Renuncia Al Periodo De Comida"

1 obtain written agreement to an on-duty meal period if circumstances
2 permit. Failure to do one of these will render the employer liable for
premium pay.

3 *Id.* (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That Defendants
4 require employees to sign meal period waivers in advance (as opposed to on a specific work
5 day) renders them invalid and unenforceable, because Defendants' obligation to provide
6 employees with meal periods did not arise until they had employed them for a full five (5) hours.

7 87. At all times mentioned herein, Defendants knew or should have known that as a
8 result of their policies, Plaintiff and class members were not actually relieved of all duties to
9 take timely, uninterrupted meal periods. Defendants further knew or should have known that
10 they did not pay Plaintiff and class members meal period premiums when meal periods were
11 late, interrupted, shortened, and/or missed. Defendants' company-wide written policy was to
12 treat noncompliant meal periods as voluntarily taken, and, pursuant to this policy, Defendants
13 would not pay Plaintiff and class members meal period premiums unless they submitted a form
14 to Human Resources. Specifically, Defendants' "Failure to Provide Meal Periods or Rest
15 Breaks" policy states, in relevant part:

16 An employee who is unable to take rest break or meal period in
17 compliance with KRF policy due to coercion of or discouragement by
18 anyone employed by KRF or due to work conditions, or who otherwise
19 believes they were not provided a meal period or rest break in accordance
20 with this policy or the law, must complete an Inability to Take Meal
21 Period/Rest Break Form and turn in the completed form to Human
Resources. **If an employee does not complete an Inability to Take
Meal Period/Rest Break Form, we will assume that the employee was
provided the opportunity to take meal periods and rest breaks in
compliance with this policy and the law.** (Emphasis added.)

22 Because of Defendants' company-wide written meal period policy, Plaintiff and class members
23 did not receive all meal period premiums when meal periods were missed, shortened,
24 interrupted, and/or late unless they affirmatively requested the premiums through the above-
25 mentioned process. Thus, Plaintiff and class members were not paid all meal period premiums
26 to which they were entitled.

27 88. Furthermore, Defendants engaged in a company-wide practice and/or policy of
28 not paying meal period premiums owed when compliant meal periods are not provided.

1 Because of this practice and/or policy, Plaintiff and class members have not received premium
2 pay for missed, late, and interrupted meal periods. Alternatively, to the extent that Defendants
3 did pay Plaintiff and class members premium pay for missed, late, and interrupted meal periods,
4 Defendants did not pay Plaintiff and class members at the correct rate of pay for premiums
5 because Defendants systematically failed to include all forms of compensation, such as
6 incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate
7 of pay. As a result, Defendants failed to provide Plaintiff and class members compliant meal
8 periods in violation of California Labor Code sections 226.7, 512(a), and 516 and failed to pay
9 the full meal period premiums due.

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

14 **FOURTH CAUSE OF ACTION**

15 **Violation of California Labor Code §§ 226.7, 516, and 1198—Rest Period Violations** 16 **(Against all Defendants)**

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

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

22 92. At all relevant times, the applicable IWC Wage Order provides that "[e]very
23 employer shall authorize and permit all employees to take rest periods, which insofar as
24 practicable shall be in the middle of each work period" and that the "rest period time shall be
25 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
26 hours or major fraction thereof" unless the total daily work time is less than three and one-half
27 (3 ½) hours.

28 93. At all relevant times, California Labor Code section 226.7 provides that no

1 employer shall require an employee to work during any rest period mandated by an applicable
2 order of the California IWC. To comply with its obligation to authorize and permit rest periods
3 under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer
4 must “relinquish any control over how employees spend their break time, and relieve their
5 employees of all duties—including the obligation that an employee remain on call. A rest
6 period, in short, must be a period of rest.” *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th
7 257, 273 (2016).

8 94. During the relevant time period, Defendants regularly failed to authorize and
9 permit Plaintiff and class members to take a ten (10) minute rest period per each four (4) hour
10 period worked or major fraction thereof. Defendants had, and continue to have, a company-
11 wide policy and/or practice of failing to schedule rest periods, which led to Plaintiff and class
12 members not being authorized and permitted to take rest periods.

13 95. Furthermore, upon information and belief, during the relevant time period,
14 Defendants maintained a company-wide on-premises rest period policy, which effectively
15 required that Plaintiff and class members remain on the facility premises during their rest
16 periods. Because Plaintiff and class members were restricted from leaving the premises during
17 rest periods, they were denied the ability to use their rest periods freely for their own purposes,
18 such as running personal errands. Thus, Defendants effectively maintained control over
19 Plaintiff and class members during rest periods.

20 96. As a result of Defendants’ practices and policies, Plaintiff and/or class members
21 worked shifts in excess of 3.5 hours, in excess of 6 hours, and/or in excess of 10 hours without
22 receiving all compliant rest periods to which they were entitled. For example, throughout his
23 employment, Plaintiff was not authorized and permitted to take third rest periods, nor was he
24 provided with the opportunity to take third rest periods, despite regularly working shifts of more
25 than ten (10) hours. Moreover, as set forth above, Defendants’ company-wide “Failure to
26 Provide Meal Periods or Rest Breaks” policy treated noncompliant rest periods as voluntarily
27 taken, and Defendants did not pay Plaintiff and class members the rest period premiums to
28 which they were entitled unless they affirmatively requested the rest period premiums.

97. Defendants also have 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, Plaintiff and class members have not received premium pay for all missed rest periods. Alternatively, to the extent that Defendants did pay Plaintiff and class members one (1) additional hour of premium pay for missed rest periods, Defendants did not pay Plaintiff and class members at the correct rate of pay for premiums because Defendants failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay. As a result, Defendants denied Plaintiff and class members rest periods and failed to pay them rest period premiums due, in violation of Labor Code sections 226.7 and 516, and the applicable IWC Wage Order.

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

FIFTH CAUSE OF ACTION

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

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

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

101. At all relevant times, Defendants have knowingly and intentionally provided Plaintiff and Subclass members with uniform, incomplete, and inaccurate wage statements. For

1 example, Defendants issued uniform wage statements to Plaintiff and Subclass members that
2 fail to correctly list: total hours worked; gross wages earned; net wages earned; and all
3 applicable hourly rates in effect during the pay period, including rates of pay for overtime wages
4 and/or meal and rest period premiums, and the corresponding number of hours worked at each
5 hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2), 226(a)(5), and
6 226(a)(9).

7 102. Because Defendants did not record the time Plaintiff and Subclass members spent
8 working off the clock and deducted time from their records for meal periods that were
9 interrupted and/or missed (and therefore time for which they should have been paid),
10 Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff and
11 Subclass members in compliance with sections 226(a)(1) and 226(a)(5). For the same reason,
12 Defendants failed to accurately list the total number of hours worked by Plaintiff and Subclass
13 members, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay
14 in effect during the pay period and the corresponding accurate number of hours worked at each
15 hourly rate, in violation of section 226(a)(9).

16 103. Moreover, because Defendants did not calculate Plaintiff's and Subclass
17 members' regular rate of pay correctly for purposes of paying overtime wages and/or meal and
18 rest period premiums, Defendants did not list the correct amount of gross wages in compliance
19 with section 226(a)(1). For the same reason, Defendants failed to list the correct amount of net
20 wages in violation of section 226(a)(5). Defendants also failed to correctly list all applicable
21 hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages
22 and/or meal and rest period premiums, in violation of section 226(a)(9).

23 104. The wage statement deficiencies also include, among other things, failing to list
24 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
25 piece-rate basis; failing to list all deductions; failing to list the inclusive dates of the period for
26 which employees were paid; failing to list the name of the employee and only the last four digits
27 of his or her social security number or an employee identification number other than a social
28 security number; failing to list the name and address of the legal entity that is the employer;

1 and/or failing to state all hours worked as a result of not recording or stating hours worked off-
2 the-clock.

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

13 106. California Labor Code section 1198 provides that the maximum hours of work
14 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set
15 forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he employment
16 of any employees for longer hours than those fixed by the order or under conditions of labor
17 prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers
18 are required to keep accurate time records showing when the employee begins and ends each
19 work period and meal period. During the relevant time period, Defendants engaged in company-
20 wide practices and/or policies of failing to record actual hours worked, and thereby failed to
21 keep accurate records of work period and meal period start and end times for Plaintiff and
22 Subclass members, in violation of section 1198. Also, in light of Defendants’ failure to provide
23 Plaintiff and Subclass members with second 30-minute meal periods to which they were
24 entitled, Defendants kept no records of meal start and end times for second meal periods.

25 107. Plaintiff and Subclass members are entitled to recover from Defendants the
26 greater of their actual damages caused by Defendants’ failure to comply with California Labor
27 Code section 226(a), or an aggregate penalty not exceeding four thousand dollars (\$4,000) per
28 employee.

SIXTH CAUSE OF ACTION
Violation of California Labor Code §§ 201 and 202—Wages Not Timely Paid Upon
Termination
(Against all Defendants)

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

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

110. At all times relevant herein set forth, 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.

111. Defendants willfully failed to pay Plaintiff and class members who are no longer employed by Defendants 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 Defendants' employ.

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

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SEVENTH CAUSE OF ACTION
Violation of California Labor Code §§ 204 and 205—Failure to Timely Pay Wages
During Employment
(Against all Defendants)

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

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

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

116. At all times relevant herein, Labor Code section 204 provides 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, at all times relevant herein, 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.

117. At all relevant times herein, California Labor Code section 205 provides that wages of workers employed by a farm labor contractor shall be paid on payroll periods at least once every week on a business day designated in advance by the farm labor contractor. Payment on such payday shall include all wages earned up to and including the fourth day before such

1 payday.

2 118. During the relevant time period, Defendants willfully failed to pay Plaintiff and
3 class members all wages due including, but not limited to, overtime wages, minimum wages,
4 and/or meal and rest period premiums, within the time periods specified by California Labor
5 Code sections 204 and/or 205.

6 119. Defendants' failure to pay Plaintiff and class members all wages due violates
7 Labor Code sections 204 and/or 205. Plaintiff and class members are therefore entitled to
8 recover from Defendants the statutory penalty wages pursuant to California Labor Code section
9 210.

10 **EIGHTH CAUSE OF ACTION**

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

12 **(Against all Defendants)**

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

15 121. California Labor Code sections 2698, *et seq.* permit Plaintiff to recover civil
16 penalties for the violation(s) of the Labor Code sections enumerated in Labor Code section
17 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 204, 205, 206.5, 1174(d),
18 and 1198. Labor Code section 2699.3(c) permits aggrieved employees, including Plaintiff, to
19 recover civil penalties for violations of those Labor Code sections not found in section 2699.5,
20 including sections 226(a), 226.7, 510, 512(a), 516, 1182.12, 1194, 1197, 1197.1, and 2810.5.

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

- 23 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
24 Wage Order for Defendants' failure to compensate Plaintiff and other
25 aggrieved employees with all required overtime pay, as alleged herein;
- 26 (b) Violation of Labor Code sections 226.7, 510, and 1198, and the applicable
27 IWC Wage Order for Defendants' failure to include all forms of
28 remuneration in the regular rate of pay as required by law for purposes of

1 paying overtime wages and/or meal and rest period premiums to Plaintiff
2 and other aggrieved employees, as alleged herein;

3 (c) Violation of Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198,
4 and the applicable IWC Wage Order for Defendants' failure to
5 compensate Plaintiff and other aggrieved employees with at least
6 minimum wages for all hours worked, as alleged herein;

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

10 (e) Violation of Labor Code sections 226.7, 516, and 1198, and the applicable
11 IWC Wage Order for Defendants' failure to authorize and permit Plaintiff
12 and other aggrieved employees to take rest periods, as alleged herein;

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

16 (g) Violation of Labor Code sections 1174(d) and 1198, and the applicable
17 IWC Wage Order for failure to maintain payroll records, as alleged
18 herein;

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

21 (i) Violation of Labor Code sections 204 and 205 for failure to pay all earned
22 wages during employment, as alleged herein;

23 (j) Violation of Labor Code section 206.5 for requiring Plaintiff and other
24 aggrieved employees to execute a release of claims as a condition to
25 receiving wages due to them, as set forth below; and

26 (k) Violation of Labor Code section 2810.5(a)(1)(A)-(C), for failure to
27 provide notice of material terms of employment, as set forth below.

28 123. At all relevant times herein set forth, California Labor Code section 206.5

1 prohibits employers from requiring employees to execute releases of a claim or right “on
2 account of wages due, or to become due, or made as an advance on wages to be earned, unless
3 payment of those wages has been made. A release required or executed in violation of the
4 provisions of this section shall be null and void as between the employer and the employee
5 ‘[E]xecution of a release’ includes requiring an employee, as a condition of being paid, to
6 execute a statement of the hours he or she worked during a pay period which the employer
7 knows to be false.”

8 124. During the relevant time period, Defendants required Plaintiff and other
9 aggrieved employees to release their claims for meal and rest period violations, as well as their
10 claims for uncompensated hours worked, as a condition to receiving their paychecks. For
11 example, on information and belief, Defendants required Plaintiff and other aggrieved
12 employees to attest that they received compliant meal and rest periods and did not perform any
13 work outside of working hours when they clocked out for the day on Defendants’ timekeeping
14 system. Defendants compelled Plaintiff and other aggrieved employees to affirm these false
15 verifications when they, in fact, had not received all earned and unpaid wages, including but not
16 limited to, overtime wages, minimum wages, and/or meal and rest period premiums.

17 125. Defendants’ policy and practice of requiring Plaintiff and other aggrieved
18 employees to release their claims for unpaid wages as a condition to receiving their paychecks,
19 is in violation of California Labor Code section 206.5. Plaintiff and other aggrieved employees
20 are therefore entitled to recover civil penalties pursuant to Labor Code sections 2699(a), (f), and
21 (k).

22 126. At all relevant times herein, California’s Wage Theft Prevention Act was enacted
23 to ensure that employers provide employees with basic information material to their
24 employment relationship at the time of hiring, and to ensure that employees are given written
25 and timely notice of any changes to basic information material to their employment. Codified
26 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the
27 time of hiring, an employer must provide written notice to employees containing basic and
28 material payroll information, including, among other things, 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. Labor Code § 2810.5(a)(1)(A)-(C).

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

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

NINTH CAUSE OF ACTION

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

Unlawful Business Practices

(Against all Defendants)

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

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

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

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

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

- 4 (a) Requiring non-exempt, hourly paid employees, including Plaintiff and
5 class members, to work overtime without paying them proper
6 compensation in violation of California Labor Code sections 510 and
7 1198, and the applicable IWC Wage Order, as alleged herein;
- 8 (b) Failing to include all forms of remuneration in the regular rate of pay as
9 required by law for purposes of paying overtime wages and/or meal and
10 rest period premiums to Plaintiff and class members, in violation of
11 California Labor Code sections 226.7, 510, and 1198, and the applicable
12 IWC Wage Order, as alleged herein;
- 13 (c) Failing to pay at least minimum wage to Plaintiff and class members in
14 violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1,
15 and 1198, and the applicable IWC Wage Order, as alleged herein;
- 16 (d) Failing to provide all meal periods to Plaintiff and class members in
17 violation of California Labor Code sections 226.7, 512(a), 516, and 1198,
18 and the applicable IWC Wage Order, as alleged herein;
- 19 (e) Failing to authorize and permit Plaintiff and class members to take all rest
20 periods in violation of California Labor Code sections 226.7, 516, and
21 1198, and the applicable IWC Wage Order, as alleged herein;
- 22 (f) Failing to provide Plaintiff and class members with accurate wage
23 statements and failing to maintain accurate payroll records in violation of
24 California Labor Code sections 226(a), 1174(d), and 1198, and the
25 applicable IWC Wage Order, as alleged herein;
- 26 (g) Failing timely to pay all earned wages to Plaintiff and class members in
27 violation of California Labor Code sections 204 and 205, as alleged
28 herein;

- 1 (h) Requiring Plaintiff and class members to execute releases of claims as a
2 condition to receiving their earned wages, in violation of California Labor
3 Code section 206.5, as set forth below; and
- 4 (i) Failing to provide written notice of information material to Plaintiff's and
5 class members' employment with Defendants in violation of California
6 Labor Code section 2810.5(a)(1)(A)-(C), as set forth below.

7 134. At all relevant times herein set forth, California Labor Code section 206.5
8 prohibits employers from requiring employees to execute releases of a claim or right "on
9 account of wages due, or to become due, or made as an advance on wages to be earned, unless
10 payment of those wages has been made. A release required or executed in violation of the
11 provisions of this section shall be null and void as between the employer and the employee."

12 135. During the relevant time period, Defendants required Plaintiff and class members
13 to release their claims for meal and rest period violations, as well as their claims for
14 uncompensated hours worked, as a condition of receiving their paychecks. For example, on
15 information and belief, Defendants required Plaintiff and class members to attest that they
16 received compliant meal and rest periods and did not perform any work outside of working
17 hours when they clocked out for the day on Defendants' timekeeping system. Defendants
18 compelled Plaintiff and class members to affirm these false verifications when they, in fact, had
19 not received all earned and unpaid wages, including overtime wages, minimum wages, and/or
20 meal and rest period premiums.

21 136. Defendants' policy and practice of requiring Plaintiff and class members to
22 release their claims for unpaid wages as a condition to receiving their paychecks, is in violation
23 of California Labor Code section 206.5.

24 137. At all relevant times herein, California's Wage Theft Prevention Act was enacted
25 to ensure that employers provide employees with basic information material to their
26 employment relationship at the time of hiring, and to ensure that employees are given written
27 and timely notice of any changes to basic information material to their employment. Codified
28 at California Labor Code section 2810.5, the Wage Theft Prevention Act provides that at the

1 time of hiring, an employer must provide written notice to employees containing basic and
2 material payroll information, including, among other things, the rate(s) of pay and basis thereof,
3 whether paid by the hour, shift, day, week, salary, piece, commission, or otherwise, including
4 any rates for overtime, the regular payday designated by the employer, and any allowances
5 claims as part of the minimum wage, including meal or lodging allowances. Labor Code
6 § 2810.5(a)(1)(A)-(C).

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

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

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

21 **TENTH CAUSE OF ACTION**

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

23 **Unfair Business Practices**

24 **(Against all Defendants)**

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

27 142. Defendants are "persons" as defined by California Business & Professions Code
28 section 17201, as they are corporations, firms, partnerships, joint stock companies, and/or

1 associations.

2 143. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, and
3 harmful to Plaintiff, class members, and to the general public. Plaintiff has suffered injuries in
4 fact and has lost money as a result of Defendants' unfair business practices. Plaintiff seeks to
5 enforce important rights affecting the public interest within the meaning of Code of Civil
6 Procedure section 1021.5.

7 144. Defendants' activities, namely Defendants' company-wide practice and/or policy
8 of not paying Plaintiff and class members all meal and rest period premiums due to them under
9 Labor Code section 226.7, deprived Plaintiff and class members of the compensation guarantee
10 and enhanced enforcement implemented by section 226.7. The statutory remedy provided by
11 section 226.7 is a "dual-purpose" remedy intended primarily to compensate employees, and
12 secondarily to shape employer conduct." *Safeway, Inc. v. Superior Court*, 238 Cal. App 4th
13 1138, 1149 (2015). The statutory benefits of section 226.7 were guaranteed to Plaintiff and
14 class members as part of their employment with Defendants, and thus Defendants' practice
15 and/or policy of denying these statutory benefits constitutes an unfair business practice in
16 violation of California Business & Professions Code sections 17200, *et seq.* (*Id.*)

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

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

28 ///

1 **REQUEST FOR JURY TRIAL**

2 Plaintiff requests a trial by jury.

3 **PRAYER FOR RELIEF**

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

6 1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in
7 excess of thirty-five thousand dollars (\$35,000), exclusive of interest and costs. Plaintiff
8 reserves the right to amend his prayer for relief to seek a different amount.

9 **Class Certification**

10 2. That this case be certified as a class action;

11 3. That Plaintiff be appointed as the representatives of the Class and Subclass;

12 4. That counsel for Plaintiff be appointed as class counsel.

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

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

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

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

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

23 9. For such other and further relief as the Court may deem equitable and
24 appropriate.

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

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

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

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

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

14. For liquidated damages pursuant to California Labor Code section 1194.2; and

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

As to the Third Cause of Action

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

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

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

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

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

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

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

As to the Fourth Cause of Action

23. That the Court declare, adjudge and decree that Defendants violated California Labor Code sections 226.7, 516, and 1198, and the applicable IWC Wage Order by willfully

1 failing to authorize and permit Plaintiff and class members to take all rest periods;

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

5 25. For all actual, consequential, and incidental losses and damages, according to
6 proof;

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

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

10 28. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

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

14 **As to the Fifth Cause of Action**

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

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

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

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

23 34. For attorneys' fees and costs pursuant to California Labor Code section
24 226(e)(1); and

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

27 **As to the Sixth Cause of Action**

28 36. That the Court declare, adjudge and decree that Defendants violated California

1 Labor Code sections 201 and 202 by willfully failing to pay overtime wages, minimum wages,
2 and/or meal and rest period premiums owed at the time of termination of the employment of
3 Plaintiff and other terminated class members;

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

6 38. For waiting time penalties according to proof pursuant to California Labor Code
7 section 203 for all employees who have left Defendants' employ;

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

10 40. For attorneys' fees pursuant to California Code of Civil Procedure section
11 1021.5, or as otherwise provided by law; and

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

14 **As to the Seventh Cause of Action**

15 42. That the Court declare, adjudge and decree that Defendants violated California
16 Labor Code sections 204 and 205 by willfully failing to timely pay Plaintiff and class members
17 overtime wages, minimum wages, and/or meal and rest period premiums during their
18 employment;

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

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

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

25 46. For attorneys' fees pursuant to California Code of Civil Procedure section
26 1021.5, or as otherwise provided by law; and

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

As to the Eighth Cause of Action

48. That the Court declare, adjudge and decree that Defendants violated the following California Labor Code provisions as to Plaintiff and other aggrieved employees: 510 and 1198 (by failing to pay all overtime compensation); 226.7, 510, and 1198 (by failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums); 1182.12, 1194, 1197, 1197.1, and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516, and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage statements and maintain accurate payroll records); 201 and 202 (by failing to timely pay all earned wages upon termination); 204 and 205 (by failing to timely pay all earned wages during employment); 206.5 (by requiring employees to release claims as a condition to receive paychecks); and 2810.5 (by failing to provide notice of material terms of employment);

49. For civil penalties pursuant to the California Labor Code, including sections 210, 226.3, 256, 558, 1174.5, and/or 2699(a), (f), and (k), for violations of California Labor Code sections 201, 202, 204, 205, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5;

50. For injunctive relief pursuant to California Labor Code sections 1194.5 and/or 2699(k) to bring Defendants into compliance with the requirements of California Labor Code sections 201, 202, 204, 205, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5;

51. For attorneys' fees and costs pursuant to California Labor Code section 2699(k)(1), and any and all other relevant statutes, for Defendants' violations of California Labor Code sections 201, 202, 204, 205, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5;

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

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

As to the Ninth Cause of Action

54. That the Court declare, adjudge and decree that Defendants' conduct of failing to provide Plaintiff and class members all overtime wages due to them, failing to include all forms of remuneration in the regular rate of pay for purposes of paying overtime wages and/or meal and rest period premiums to Plaintiff and class members, failing to provide Plaintiff and class members all minimum wages due to them, failing to provide Plaintiff and class members all meal periods, failing to authorize and permit Plaintiff and class members to take all rest periods, failing to provide Plaintiff and class members accurate and complete wage statements, failing to maintain accurate payroll records for Plaintiff and class members, failing to timely pay Plaintiff and class members all earned wages during employment, requiring employees to release claims as a condition to receive paychecks, and failing to provide written notice of material terms of employment, constitutes an unlawful business practice in violation of California Business and Professions Code sections 17200, *et seq.*;

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

56. 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.*;

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

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

As to the Tenth Cause of Action

59. 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.*;

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

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

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

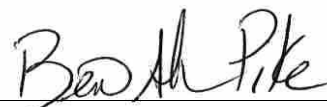
10 63. For pre-judgment and post-judgment interest as provided by law; and

11 64. For such other and further relief as the Court may deem equitable and
12 appropriate.
13

14 Dated: January 8, 2026

Respectfully submitted,

CAPSTONE LAW APC

16
17 By: 

Bevin Allen Pike
Daniel S. Jonathan
Trisha K. Monesi
Shealene P. Mancuso
Jeffrey Jimenez

Attorneys for Plaintiff Jose Torres

EXHIBIT “1”



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SAIRAH BUDHWANI
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November 3, 2025

VIA ONLINE SUBMISSION

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

Subject: *Jose Torres v. Kings River Farming, Inc., et al.*

Dear PAGA Administrator:

This office represents Jose Torres in connection with his claims under the California Labor Code. Mr. Torres was an employee of KINGS RIVER FARMING, INC.; KINGS RIVER PACKING, LP; KINGS RIVER PACKING, INC.; KINGS RIVER PACKING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY; KINGS RIVER TRUCKING, INC.; and/or COBBLESTONE FRUIT. For the purpose of this letter, Mr. Torres collectively refers to these entities as "KINGS RIVER."

The employers may be contacted directly at the addresses below:

KINGS RIVER FARMING, INC.
21083 E. TRIMMER SPRINGS ROAD
SANGER, CA 93657

KINGS RIVER PACKING, LP
15749 E. VENTURA AVENUE
SANGER, CA 93657

KINGS RIVER PACKING, INC.
21083 E. TRIMMER SPRINGS RD.
SANGER, CA 93657

KINGS RIVER PACKING, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY
15749 E. VENTURA AVE.
SANGER, CA 93657

KINGS RIVER TRUCKING, INC.
21083 E. TRIMMER SPRINGS RD.
SANGER, CA 93657

COBBLESTONE FRUIT
730 N. OLIVER AVE.
SANGER, CA 93657

Mr. Torres 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. Torres seeks relief on behalf of himself, the State of California, and other persons who are or were employed by KINGS RIVER 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.

KINGS RIVER employed Mr. Torres as an hourly paid, non-exempt employee from approximately February 2023 to June 2025. Mr. Torres worked for KINGS RIVER as a Stacker/Palletizer at its packhouse location in Sanger (21083 East Trimmer Springs Road, Sanger, California 93657). During his employment, Mr. Torres typically worked eight (8) to eleven (11) hours or more per day, and five (5) to six (6) days per week. By the end of his employment, Mr. Torres was compensated approximately \$17.50 per hour. His job duties included, without limitation, sorting citrus fruit and stacking boxes of fruit onto pallets.

KINGS RIVER committed each of the following Labor Code violations against Mr. Torres, the facts and theories of which follow, making his an “aggrieved employee” pursuant to California Labor Code section 2699(c)(1):¹

KINGS RIVER’s Company-Wide and Uniform Payroll and HR Practices

KINGS RIVER FARMING, INC.; KINGS RIVER PACKING, INC.; KINGS RIVER TRUCKING, INC.; and COBBLESTONE FRUIT are California corporations. KINGS RIVER PACKING, LP is California limited partnership, and KINGS RIVER PACKING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY is a California limited liability company. Together, they grow, pack, and ship citrus fruit from four (4) locations in the San Joaquin Valley in California. Upon information and belief, KINGS RIVER maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Sanger, California, for all non-exempt, hourly paid employees working for KINGS RIVER in California, including Mr. Torres and other aggrieved employees. At all relevant times, KINGS RIVER issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Torres and other aggrieved employees, regardless of their location or position.

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

¹ These facts, theories, and claims are based on Mr. Torres’s experience and counsel’s review of those records currently available relating to Mr. Torres’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. Torres 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.

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.

KINGS RIVER willfully failed to pay all overtime wages owed to Mr. Torres and other aggrieved employees. During the relevant time period, Mr. Torres 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 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, KINGS RIVER had, and continues to have, a company-wide policy and/or practice of failing to accurately record hours worked by its employees and thus restricted overtime accrual. KINGS RIVER failed to implement a reliable timekeeping system to track and record Mr. Torres's and other aggrieved employees' hours worked. KINGS RIVER's timekeeping software often malfunctioned or had connectivity issues, which impeded Mr. Torres and other aggrieved employees from accurately recording their hours worked. When KINGS RIVER's timekeeping system malfunctioned or had connectivity issues, KINGS RIVER's policy and/or practice was to require Mr. Torres and other aggrieved employees to walk to the HR offices and verbally ask KINGS RIVER's management to record Mr. Torres's and other aggrieved employees' hours worked. To get to the HR offices, Mr. Torres and other aggrieved employees had to exit the building where the timeclocks were located, and walk for 7-8 minutes, while off-the-clock and under KINGS RIVER's control, around to the other side of the building. Upon information and belief, KINGS RIVER's management altered, falsified, and/or otherwise failed to accurately record Mr. Torres's and other aggrieved employees' clock-in and clock-out times, in order to avoid payment of additional wages. For instance, upon information and belief, when Mr. Torres and other aggrieved employees were required to walk to the HR offices due to timekeeping system issues, KINGS RIVER recorded Mr. Torres's and other aggrieved employees' shift start-times as the time employees reached the HR offices, and recorded their shift end-times as the time employees had left the building where the timeclocks were located. Essentially, due to the limitations of the timekeeping system, KINGS RIVER's management maintained control and/or discretion over employees' clock-in and/or clock-out times. As a result, Mr. Torres and other aggrieved employees were not paid for all of their hours actually worked because KINGS RIVER's management did not accurately record all hours worked. To the extent KINGS RIVER's timekeeping policies have taken away time worked that was eligible for overtime, Mr. Torres and other aggrieved employees have been denied overtime pay for all hours worked.

Second, during the relevant time period, KINGS RIVER's malfunctioning timekeeping system also prevented Mr. Torres and other aggrieved employees from taking all uninterrupted 30-minute meal periods to which they were entitled. For instance, KINGS RIVER required Mr. Torres and other aggrieved employees to walk to the HR office and ask KINGS RIVER's management to record their meal periods when the timeclocks were malfunctioning. Due to the amount of time it took to do this, Mr. Torres's meal period durations were sometimes shortened to 10-15 minutes. KINGS RIVER did not compensate Mr. Torres and other aggrieved employees for the time they spent walking to and communicating with KINGS RIVER's HR employees during unpaid meal periods.

KINGS RIVER knew or should have known that as a result of these company-wide practices and/or policies, Mr. Torres and other aggrieved employees were performing their assigned duties off-the-

clock before and after their shifts and during meal periods, and were suffered or permitted to perform work for which they were not paid. Because Mr. Torres 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. Torres and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Moreover, on information and belief, KINGS RIVER did not pay Mr. Torres and other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, KINGS RIVER paid Mr. Torres and other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, KINGS RIVER failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when Mr. Torres and other aggrieved employees worked overtime and received these other forms of pay, KINGS RIVER failed to pay all overtime wages by paying a lower overtime rate than required.

For example, KINGS RIVER paid Mr. Torres and other aggrieved employees incentive pay and/or nondiscretionary bonuses which were listed on Mr. Torres's and other aggrieved employees' wage statements as "Bonus." During pay periods that Mr. Torres and other aggrieved employees were paid overtime wages, KINGS RIVER did not incorporate the bonus and/or incentive pay into Mr. Torres's and other aggrieved employees' regular rate of pay and, as a result, paid them at incorrect and lower rates of pay for overtime hours worked. Specifically, KINGS RIVER paid Mr. Torres and other aggrieved employees 1.5 times their hourly rate of pay instead of 1.5 times their regular rate of pay. KINGS RIVER's failure to properly calculate the overtime rates of pay based on all remuneration paid has resulted in an underpayment of overtime wages to Mr. Torres and other aggrieved employees on a company-wide basis.

KINGS RIVER's failure to pay Mr. Torres 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. Torres and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KINGS RIVER 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 IWC 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, whether or not required to do so." Cal. Code Regs. tit. 8, § 11080(2)(G) (defining "Hours Worked").

First, as stated, KINGS RIVER systematically failed to pay Mr. Torres and other aggrieved employees for actual hours worked before and after their scheduled shifts, because these hours were not accurately recorded. As set forth above, KINGS RIVER's timekeeping system restricted Mr. Torres and other aggrieved employees from accurately recording their hours worked due to frequent malfunctions. Instead, on information and belief, Mr. Torres and other aggrieved employees were

subject to KINGS RIVER's management altering their time records and/or failing to accurately record their hours worked.

Second, as also stated, Mr. Torres's and other aggrieved employees' meal periods were cut short due to KINGS RIVER's often-faulty timekeeping system and its policies and/or practices requiring Mr. Torres and other aggrieved employees to walk to the HR offices and request that KINGS RIVER's management record their meal periods. Mr. Torres 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. Thus, KINGS RIVER systematically failed to pay Mr. Torres and other aggrieved employees for actual hours worked during unpaid meal periods because these hours were not always correctly recorded.

KINGS RIVER did not pay at least minimum wages for all hours worked by Mr. Torres and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, KINGS RIVER 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, KINGS RIVER regularly failed to pay at least minimum wages to Mr. Torres 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. Torres and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KINGS RIVER 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, as stated, KINGS RIVER had, and continues to have, a faulty timekeeping system that has prevented Mr. Torres and other aggrieved employees from taking all timely, compliant meal periods to which they were entitled. For example, Mr. Torres's meal periods were sometimes shortened to 10-15 minutes because, on days when the timekeeping system did not

allow him to record a meal period, he had to walk to the HR offices and ask KINGS RIVER's management to record it for him. Thus, Mr. Torres 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.

Second, Mr. Torres 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. Torres regularly worked shifts in excess of ten (10) or more hours per day, but was not always provided a second 30-minute meal period. Mr. Torres 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.

Third, KINGS RIVER had a company-wide policy of requiring all employees to sign blanket meal period waivers. KINGS RIVER took the position that non-exempt, hourly paid employees had waived their rights to first and/or second meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. Furthermore, KINGS RIVER's meal period waiver form requires employees to provide written notice should they wish to revoke the waiver. KINGS RIVER's presumption that meal periods would not be provided for shifts in excess of five (5) hours but less than six (6) hours and/or for shifts in excess of ten (10) hours but less than twelve (12) hours, due to blanket meal period waivers, and imposition on employees to revoke the waivers in writing, discouraged and impeded Mr. Torres and other aggrieved employees from taking all meal periods to which they were entitled.

Furthermore, an employer's obligation to provide a meal period is only "triggered" when the employer "employs an employee for a work period of more than five hours per day." *Brinker*, 53 Cal. 4th at 1039 ("If an employer engages, suffers, or permits anyone to work for a full five hours, its meal break obligation is triggered.").

[A]fter the meal break obligation is triggered . . . an employer is put to a choice: it must (1) afford an off-duty meal period; (2) consent to a mutually agreed-upon waiver if one hour or less will end the shift; or (3) obtain written agreement to an on-duty meal period if circumstances permit. Failure to do one of these will render the employer liable for premium pay.

Id. (citing Cal. Labor Code § 226.7; Wage Order No. 5, subd. 11(A), (B)). That KINGS RIVER require employees to sign meal period waivers in advance (as opposed to on a specific work day) renders them invalid and unenforceable, because KINGS RIVER's obligation to provide employees with meal periods did not arise until they had employed them for a full five (5) hours.

At all times mentioned herein, KINGS RIVER knew or should have known that as a result of its policies, Mr. Torres and other aggrieved employees were not actually relieved of all duties to take timely, uninterrupted meal periods. KINGS RIVER further knew or should have known that KINGS RIVER did not pay Mr. Torres and other aggrieved employees meal period premiums when meal periods were late, interrupted, shortened, and/or missed. KINGS RIVER's company-wide written policy was to treat noncompliant meal periods as voluntarily taken, and, pursuant to this policy, KINGS RIVER would not pay Mr. Torres and other aggrieved employees meal period premiums unless they submitted a form to Human Resources. Specifically, KINGS RIVER's "Failure to Provide Meal Periods or Rest Breaks" policy states, in relevant part:

An employee who is unable to take rest break or meal period in compliance with KRF policy due to coercion of or discouragement by anyone employed by KRF or due to work conditions, or who otherwise believes they were not provided a meal period or rest break in accordance with this policy or the law, must complete an Inability to Take Meal Period/Rest Break Form and turn in the completed form to Human Resources. **If an employee does not complete an Inability to Take Meal Period/Rest Break Form, we will assume that the employee was provided the opportunity to take meal periods and rest breaks in compliance with this policy and the law.** (Emphasis added.)

Because of KINGS RIVER's company-wide written meal period policy, Mr. Torres and other aggrieved employees did not receive all meal period premiums when meal periods were missed, shortened, interrupted, and/or late unless they affirmatively requested the premiums through the above-mentioned process. Thus, Mr. Torres and other aggrieved employees were not paid all meal period premiums to which they were entitled.

Furthermore, KINGS RIVER engaged in a company-wide practice and/or policy of not paying meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Torres and other aggrieved employees have not received premium pay for missed, late, and interrupted meal periods. Alternatively, to the extent that KINGS RIVER did pay Mr. Torres and other aggrieved employees premium pay for missed, late, and interrupted meal periods, KINGS RIVER did not pay Mr. Torres and other aggrieved employees at the correct rate of pay for premiums because KINGS RIVER systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, KINGS RIVER failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Torres and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KINGS RIVER 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.

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, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 273 (2016).

During the relevant time period, KINGS RIVER regularly failed to authorize and permit Mr. Torres and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. KINGS RIVER had, and continues to have, a company-wide policy and/or practice of failing to schedule rest periods, which led to Mr. Torres and other aggrieved employees not being authorized and permitted to take rest periods.

Furthermore, upon information and belief, during the relevant time period, KINGS RIVER maintained a company-wide on-premises rest period policy, which effectively required that Mr. Torres and other aggrieved employees remain on the work premises during their rest periods. Because Mr. Torres 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, KINGS RIVER effectively maintained control over Mr. Torres and other aggrieved employees during rest periods.

As a result of KINGS RIVER’s practices and policies, Mr. Torres 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, throughout his employment, Mr. Torres was not authorized and permitted to take third rest periods, nor was he provided with the opportunity to take third rest periods, despite regularly working shifts of more than ten (10) hours. Moreover, as set forth above, KINGS RIVER’s company-wide “Failure to Provide Meal Periods or Rest Breaks” policy treated noncompliant rest periods as voluntarily taken, and KINGS RIVER did not pay Mr. Torres and other aggrieved employees the rest period premiums to which they were entitled unless they affirmatively requested the rest period premiums.

KINGS RIVER 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. Torres and other aggrieved employees have not received premium pay for all missed rest periods. Alternatively, to the extent that KINGS RIVER did pay Mr. Torres and other aggrieved employees one (1) additional hour of premium pay for missed rest periods, KINGS RIVER did not pay Mr. Torres and other aggrieved employees at the correct rate of pay for premiums because KINGS RIVER failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, KINGS RIVER failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Torres and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring KINGS RIVER 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. KINGS RIVER has not provided Mr. Torres 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).

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

Because KINGS RIVER did not record the time Mr. Torres 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), KINGS RIVER did not list the correct amount of gross wages and net wages earned by Mr. Torres and other aggrieved employees in compliance with sections 226(a)(1) and 226(a)(5). For the same reason, KINGS RIVER failed to accurately list the total number of hours worked by Mr. Torres 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).

Moreover, because KINGS RIVER did not calculate Mr. Torres's and other aggrieved employees' regular rate of pay correctly for purposes of paying overtime wages and/or meal and rest period premiums, KINGS RIVER did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, KINGS RIVER failed to list the correct amount of net wages in violation of section 226(a)(5). KINGS RIVER also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct rates of pay for overtime wages and/or meal and rest period premiums, 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 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" At all relevant times, and in violation of Labor Code section 1174(d), KINGS RIVER willfully failed to maintain accurate payroll records for

Mr. Torres 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, KINGS RIVER 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. Torres and other aggrieved employees, in violation of section 1198. Also, in light of KINGS RIVER’s failure to provide Mr. Torres and other aggrieved employees with second 30-minute meal periods to which they were entitled, KINGS RIVER kept no records of meal start and end times for second meal periods.

Mr. Torres and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring KINGS RIVER 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 and 205 – 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.

At all relevant times herein, California Labor Code section 205 provides that wages of workers employed by a farm labor contractor shall be paid on payroll periods at least once every week on a business day designated in advance by the farm labor contractor. Payment on such payday shall include all wages earned up to and including the fourth day before such payday.

During the relevant time period, KINGS RIVER failed to pay Mr. Torres and other aggrieved employees all wages due to them, including, but not limited to, overtime wages, minimum wages, and/or rest period premiums, within any time period specified by California Labor Code sections 204 and/or 205.

Mr. Torres and other aggrieved employees are entitled to recover civil penalties, attorneys’ fees, costs, and interest thereon, and seek injunctive relief to bring KINGS RIVER into compliance with

Labor Code sections 204 and/or 205, 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.

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

Mr. Torres and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KINGS RIVER 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 § 206.5 – Release of Claims for Wages Due

California Labor Code section 206.5 prohibits employers from requiring employees to execute releases of a claim or right "on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made. A release required or executed in violation of the provisions of this section shall be null and void as between the employer and the employee. . . . '[E]xecution of a release' includes requiring an employee, as a condition of being paid, to execute a statement of the hours he or she worked during a pay period which the employer knows to be false."

During the relevant time period, KINGS RIVER required Mr. Torres and other aggrieved employees to release their claims for meal and rest period violations, as well as their claims for uncompensated hours worked, as a condition of receiving their paychecks. For example, on information and belief, KINGS RIVER required Mr. Torres and other aggrieved employees to attest that they received compliant meal and rest periods and did not perform any work outside of working hours when they clocked out for the day on KINGS RIVER's timekeeping system. KINGS RIVER compelled Mr. Torres and other aggrieved employees to affirm these false verifications when they, in fact, had not received all earned and unpaid wages, including overtime wages, minimum wages, and/or meal and rest period premiums. KINGS RIVER's policy and practice of requiring Mr. Torres and other aggrieved employees to release their claims for unpaid wages as a condition to receiving their paychecks, is in violation of California Labor Code section 206.5.

Mr. Torres and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KINGS RIVER into compliance with Labor Code section 206.5, 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.

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

Mr. Torres and other aggrieved employees are entitled to recover civil penalties, attorneys' fees, costs, and interest thereon, and seek injunctive relief to bring KINGS RIVER 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." KINGS RIVER, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Torres's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Torres 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. Torres, 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 KINGS RIVER for violations of California Labor Code sections 201, 202, 204, 205, 206.5, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, and 2810.5.

Therefore, on behalf of all aggrieved employees, Mr. Torres 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:

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

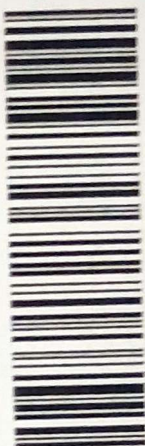
Best Regards,

A handwritten signature in black ink, reading "Sairah Budhwani". The signature is fluid and cursive, with a small dot at the end.

Sairah Budhwani

Copy: KINGS RIVER FARMING, INC. (via U.S. Certified Mail); KINGS RIVER PACKING, LP (via U.S. Certified Mail); KINGS RIVER PACKING, INC. (via U.S. Certified Mail); KINGS RIVER PACKING, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (via U.S. Certified Mail); KINGS RIVER TRUCKING, INC. (via U.S. Certified Mail); COBBLESTONE FRUIT (via U.S. Certified Mail)

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



9589 0710 5270 0211 5972 04

KINGS RIVER FARMING, INC.
21083 E. TRIMMER SPRINGS ROAD
SANGER, CA 93657

SENDER: COMPLETE THIS SECTION

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

KINGS RIVER FARMING, INC.
21083 E. TRIMMER SPRINGS ROAD
SANGER, CA 93657



9590 9402 8803 4005 5620 92

9589 0710 5270 0211 5972 04

COMPLETE THIS SECTION ON DELIVERY

- A. Signature ☒ Agent ☐ Addressee
- 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 | ☐ 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 |
| ☐ Restricted or Priority Restricted Delivery | |

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TORRES V.

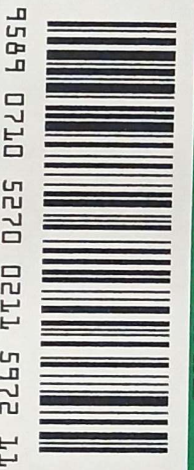
10/26

Postmark

KINGS RIVER FARMING, INC.
21083 E. TRIMMER SPRINGS ROAD
SANGER, CA 93657

9589 0710 5270 0211 5972 04

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



9589 0710 5270 0211 5972 11

KINGS RIVER PACKING, LP
15749 E. VENTURA AVENUE
SANGER, CA 93657

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.

KINGS RIVER PACKING, LP
15749 E. VENTURA AVENUE
SANGER, CA 93657



9590 9402 8803 4005 5620 85

2 9589 0710 5270 0211 5972 11

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

B. Received by (Printed Name)

☐ Agent
☐ Addressee

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

Restricted Delivery

Domestic Return Receipt

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Certified Mail Fee

7/1/20

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$

Postmark

KINGS RIVER PACKING, LP
15749 E. VENTURA AVENUE
SANGER, CA 93657

9589 0710 5270 0211 5972 11

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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



9589 0710 5270 0211 5972 42

KINGS RIVER PACKING, INC.
21083 E. TRIMMER SPRINGS RD.
SANGER, CA 93657

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.

KINGS RIVER PACKING, INC.
21083 E. TRIMMER SPRINGS RD.
SANGER, CA 93657

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
Received by (Printed Name)
C. Date of Delivery

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



9590 9402 8803 4005 5620 78

Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☒ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Insured Mail Restricted Delivery (over \$500)

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

2 Article Number
9589 0710 5270 0211 5972 42

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Certified Mail Fee \$
Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
Postmark
To/From
Kings River, CA 93657
Postmark
Kings River, CA 93657
PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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



9589 0710 5270 0211 5972 28

KINGS RIVER PACKING, LLC,
A CALIFORNIA LIMITED
LIABILITY COMPANY
15749 E. VENTURA AVE.
SANGER, CA 93657

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Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery

Twice U.
KLV
Postmark

KINGS RIVER PACKING, LLC,
A CALIFORNIA LIMITED
LIABILITY COMPANY
15749 E. VENTURA AVE.
SANGER, CA 93657

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.

KINGS RIVER PACKING, LLC,
A CALIFORNIA LIMITED
LIABILITY COMPANY
15749 E. VENTURA AVE.
SANGER, CA 93657

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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



9590 9402 8803 4005 5620 61

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5972 28

Restricted Delivery

3. Service Type
- | | |
|--|---|
| ☐ 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 | |

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

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



9589 0710 5270 0211 5972 35

KINGS RIVER TRUCKING, INC.
21083 E. TRIMMER SPRINGS RD.
SANGER, CA 93657

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.

KINGS RIVER TRUCKING, INC.
21083 E. TRIMMER SPRINGS RD.
SANGER, CA 93657

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X

☐ Agent
☐ Addressee

Received by (Printed Name)

C. Date of Delivery

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

9590 9402 8803 4005 5620 54

Article Number (Transfer from service label)
9589 0710 5270 0211 5972 35

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Certified Mail Fee

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

☒ Return Receipt (hardcopy) \$

☐ Return Receipt (electronic) \$

Postmark

TORRES
kwh

KINGS RIVER TRUCKING, INC.
21083 E. TRIMMER SPRINGS RD.
SANGER, CA 93657

9589 0710 5270 0211 5972 35

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

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.

KINGS RIVER FARMING, INC.

21083 E. TRIMMER SPRINGS ROAD

SANGER, CA 93657

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

9590 9402 8803 4005 5620 92

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5972 04

Restricted Delivery

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SENDER: COMPLETE THIS SECTION

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■ Print your name and address on the reverse so that we can return the card to you.

KINGS RIVER PACKING, LLC,

A CALIFORNIA LIMITED LIABILITY COMPANY

15749 E. VENTURA AVE.

SANGER, CA 93657

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

9590 9402 8803 4005 5620 61

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5972 28

Restricted Delivery

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

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KINGS RIVER PACKING, LP

15749 E. VENTURA AVENUE

SANGER, CA 93657

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

9590 9402 8803 4005 5620 85

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5972 11

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SENDER: COMPLETE THIS SECTION

■ Complete items 1, 2, and 3.

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COBBLESTONE FRUIT

730 N. OLIVER AVE.

SANGER, CA 93657

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

9590 9402 8803 4005 5620 47

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5971 98

Restricted Delivery

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SENDER: COMPLETE THIS SECTION

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■ Print your name and address on the reverse so that we can return the card to you.

KINGS RIVER TRUCKING, INC.

21083 E. TRIMMER SPRINGS RD.

SANGER, CA 93657

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

9590 9402 8803 4005 5620 54

2. Article Number (Transfer from service label)

9589 0710 5270 0211 5972 35

Restricted Delivery

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KINGS RIVER PACKING, INC.

21083 E. TRIMMER SPRINGS RD.

SANGER, CA 93657

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent

☐ Addressee

Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes

If YES, enter delivery address below: ☐ No

9590 9402 8803 4005 5620 78

2. Article Number (Transfer from service label)

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

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PROOF OF SERVICE

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

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

Scott Riddle
21083 E. Trimmer Springs Road
Sanger, CA 93657

Registered Agent for Defendant
KINGS RIVER FARMING, INC.

Joseph J. Doerr
8080 N. Palm Avenue, 3rd Floor
Fresno, CA 93711

Registered Agent for Defendant(s)
KINGS RIVER PACKING, LP and KINGS
RIVER PACKING, LLC, A CALIFORNIA
LIMITED LIABILITY COMPANY

Keith Gardner
21083 E. Trimmer Springs Road
Sanger, CA 93657

Registered Agent for Defendant
KINGS RIVER PACKING, INC.

John Gardner
21083 E. Trimmer Springs Road
Sanger, CA 93657

Registered Agent for Defendant
KINGS RIVER TRUCKING, INC.

Anton M. Bortolussi
8080 N. Palm Avenue, 3rd Floor
Fresno, CA 93711

Registered Agent for Defendant
COBBLESTONE FRUIT

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☒ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **January 8, 2026**, at Los Angeles, California.

Xochitl Tapia

Type/Print Name



Signature