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E-FILED
7/31/2025 9:19 AM
Superior Court of California
County of Fresno
By: P. Shaeffer, Deputy

Attorneys for Plaintiffs

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

EVERARDO GARCIA and ZACK JONES, as
individuals, and on behalf of all others
similarly situated,

Plaintiffs,

v.

FOSTER FARMS, LLC, a California limited
liability company; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 24CECG00162

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512)**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (8) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND**
- (9) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

DEMAND FOR JURY TRIAL

UNLIMITED CIVIL CASE

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1 Plaintiffs Everardo Garcia and Zack Jones (hereinafter “Plaintiffs”), as individuals, and
2 on behalf of all others similarly situated, hereby bring this Third Amended Class and
3 Representative Action Complaint against Foster Farms, LLC; and DOES 1 to 100, inclusive
4 (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiffs hereby bring this Third Amended Class and Representative Action
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et seq.*, Labor Code §§ 201-204, 221, 226 *et seq.*, 226.2, 226.7, 227.3, 510, 512,
9 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*, and Industrial Welfare
10 Commission Wage Order 14 (“Wage Order 14”), in addition to seeking declaratory relief and
11 restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This
12 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
13 amount in controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

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

20 **PARTIES**

21 3. Plaintiffs are individuals over the age of eighteen (18). At all relevant times herein,
22 Plaintiffs was and currently is a California resident. During the four years immediately preceding
23 the filing of the Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiffs was employed by Defendants as a non-exempt
25 employee. Plaintiffs were and are victims of Defendants’ policies and/or practices complained
26 of herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor
27 Code §§ 201-204, 221, 226 *et seq.*, 226.2, 226.7, 227.3, 510, 512, 516, 558, 1182.12, 1194,
28 1194.2, 1197, 1198, 2802, 2698 *et seq.*, California Business and Professions Code § 17200 *et seq.*

1 (“Unfair Competition Law”), and Wage Order 14, which sets employment standards for the
2 agricultural industries.

3 4. Plaintiffs are informed and believe, and based thereon allege, that during the four
4 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
5 continue to do) business in the poultry industry, employed Plaintiffs within Fresno County and
6 the state of California and, therefore, were (and are) doing business in Fresno County and the
7 State of California.

8 5. Plaintiffs do not know the true names or capacities, whether individual, partner, or
9 corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiffs will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiffs are
12 informed, and believe, and based thereon allege, that each of said fictitious defendants, whether
13 individual, partners, or corporate, were responsible in some manner for the acts and omissions
14 alleged herein, and proximately caused Plaintiffs and the Classes (as defined herein) to be
15 subjected to the unlawful employment practices, wrongs, injuries and damages complained of
16 herein.

17 6. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
18 herein, Defendants were and are the employers of Plaintiffs and all members of the Classes.

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

26 8. At all times mentioned herein, Defendants, and each of them, were members of
27 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
28 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,

1 Plaintiffs allege that all Defendants were joint employers for all purposes towards Plaintiffs and
2 all members of the Classes.

3 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff Garcia worked for Defendants from approximately July 22, 2019 to
5 approximately February 3, 2023 at their Foster Farms Poultry Cedar Plant location. During his
6 employment, Plaintiff Garcia worked in Defendants' hatchery as a machine attendant monitoring
7 the temperature and humidity in incubators and maintaining the incubators and related machines.
8 Plaintiff Garcia was generally scheduled to work for five (5) days per week. Every three months,
9 he rotated through one of four work schedules. For one set of three months, Plaintiff Garcia was
10 scheduled to work from approximately 3:00 a.m. to approximately 11:30 a.m. For a second set
11 of three months, Plaintiff Garcia was scheduled to work from approximately 7:00 a.m. to
12 approximately 3:30 p.m. For a third set of three months, he was scheduled to work from
13 approximately 11:00 a.m. to approximately 7:30 p.m. For a fourth set of three months, Plaintiff
14 Garcia was scheduled to work from approximately 7:00 p.m. to approximately 3:30 a.m.

15 10. Plaintiff Jones worked for Defendants for approximately 8-12 months in 2022. He
16 regularly worked 5-6 days per week. His work day started at 4:30 a.m. or 5:00 a.m., and he worked
17 approximately 10 to 12 hours per day.

18 11. Throughout the duration of Plaintiffs' employment with Defendants, Plaintiffs and
19 other non-exempt employees were not paid for all hours worked as Defendants required Plaintiffs
20 and other employees to work off-the-clock. Defendants instructed Plaintiffs and other non-
21 exempt employees not to clock in before putting on their work uniform consisting in part of
22 coveralls, a helmet, a mask, gloves and boots. Plaintiffs and other non-exempt employees spent
23 at least approximately 10 minutes putting on and removing their uniforms before clocking in and
24 after clocking out.

25 12. Plaintiffs' and other non-exempt employees received numerous forms of non-
26 discretionary bonus payments and shift differential payments including, but not limited to, (i)
27 attendance premiums (ii) productivity bonuses, (iii) referral bonuses, and (iv) shift differential
28 bonuses. However, Defendants failed to include the value of the non-discretionary bonuses and

1 other payments when calculating the regular rate of pay, resulting in a systemic underpayment of
2 wages, premiums, sick leave pay, and other compensation.

3 13. Furthermore, Plaintiffs and other non-exempt employees worked overtime hours,
4 but did not receive overtime compensation equal to one and one-half times their regular rates of
5 pay for all overtime hours worked. Upon information and belief, Defendants systematically failed
6 to pay overtime compensation due to Plaintiffs and other non-exempt employees working off the
7 clock. Further, when Plaintiffs and other non-exempt employees worked overtime, they were not
8 always compensated at the correct regular rate. As a result, Defendants failed to ensure that
9 Plaintiffs and other non-exempt employees were being paid at least the minimum wage for all
10 hours actually worked, and failed to ensure that Plaintiffs and other non-exempt employees
11 received proper overtime wages for all overtime hours worked.

12 14. Plaintiffs and other non-exempt employees were not authorized to take all legally
13 required rest periods. By way of example, non-exempt employees were instructed that they could
14 not leave the premises during rest periods because they had to attend to the incubators and related
15 machines. As another example, non-exempt employees' rest periods were interrupted because
16 Defendants required them to address an alarm or other work matter, or were required to doff and
17 don PPE during rest periods. In addition, Plaintiff Jones and other non-exempt employees were
18 deprived of third rest periods when working shifts over ten hours. Despite Defendants' failure to
19 authorize and permit Plaintiffs and other non-exempt employees to take all lawful paid rest
20 periods, due to their uniform and unlawful practices, Defendants did not provide Plaintiffs and
21 other non-exempt employees with an hour of pay at their regular rate for each rest period violation
22 as required by Labor Code § 226.7.

23 15. Defendants did not provide Plaintiffs and other non-exempt employees with
24 legally compliant meal periods when they worked shifts in excess of 5.0 hours. By way of
25 example, consistent with their rest period policies, Defendants instructed non-exempt employees
26 that they could not leave the premises during meal periods because they had to attend to the
27 incubators and related machines. As another example, at least once per week, non-exempt
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employees' meal periods were interrupted because Defendants required them to address alarms or other work matters. In addition, Plaintiff Jones and other non-exempt employees were deprived of second meal periods when working shifts over ten hours. Despite Defendants' failure to provide Plaintiffs and other non-exempt employees with all lawful meal periods due to their uniform and unlawful practices, Defendants did not provide Plaintiffs and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

16. Furthermore, Defendants failed to adequately reimburse Plaintiffs and other non-exempt employees for all reasonable and necessary work expenditures, including but not limited to requiring Plaintiffs to purchase their own boots and/or tools to fix broken incubator/machine parts. Plaintiffs were not ever provided any reimbursement for these necessary uses.

17. Additionally, Defendants forced Plaintiffs and other non-exempt employees to wait weeks or months for final paychecks, in violation of Labor Code 201.

18. Defendants have maintained inaccurate payroll records, failed to timely pay all wages owed to employees, and failed to timely pay separating employees at the time of their separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure to accurately compensate Plaintiffs and other non-exempt employees for all minimum and overtime wages, and failure to pay premium pay for failing to provide all required meal periods and authorize all rest periods.

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

1 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
2 number of hours worked at each hourly rate by the employee.

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

13 **CLASS ACTION ALLEGATIONS**

14 21. **Class Definitions:** Plaintiffs bring this action on behalf of themselves and the
15 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 16 a. The Minimum Wage Class consists of all current and former non-exempt
17 employees of Defendants who performed in California at Defendants' Cedar Plant
18 location and were subject to Defendants' timekeeping systems and/or practices
19 during the four years immediately preceding the filing of this lawsuit through the
20 present.
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- 22 b. The Overtime Wage Class consists of all current and former non-exempt
23 employees of Defendants who performed work in California at Defendants' Cedar
24 Plant location and who worked overtime hours during the four years immediately
25 preceding the filing of this lawsuit through the present.
- 26 c. The Rest Period Class consists of all current and former non-exempt employees of
27 Defendants who performed work in California at Defendants' Cedar Plant location
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and who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of this lawsuit through the present.

d. The Meal Period Class consists of all current and former non-exempt employees of Defendants who performed work in California at Defendants' Cedar Plant location and worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work, and who do not have a corresponding meal period premium payment made for such shifts.

e. The Employee Expense Class consists of all current and former non-exempt employees of Defendants who performed work in California at Defendants' Cedar Plant location who were not reimbursed for expenses in the performance of their job duties, including, but not limited to tools during the four years immediately preceding the filing of this lawsuit to the present.

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

g. The Waiting Time Class consists of all of Defendants' formerly employed non-exempt employees who performed work in California at Defendants' Cedar Plant location and were subject to Defendants' timekeeping systems and/or practices, during the three years immediately preceding the filing of this lawsuit through the present.

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

23. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiffs and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

- i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and Wage Order 14 by requiring members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;
- iv. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- v. Whether Defendants provided all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- vi. Whether Defendants failed to reimburse members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their duties;
- vii. Whether Defendants provided accurate, itemized wage statements to members of the Classes; and
- viii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were lawful.

24. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies

1 and/or practices applicable to each individual class member, such as Defendants' uniform
2 timekeeping policies and practices, meal and rest period policies and practices, non-
3 reimbursement policies and practices, wage statement policies and practices, and the policies and
4 practices regarding the timely payment of final wages. As such, the common questions
5 predominate over individual questions concerning each individual class member's showing as to
6 his or her eligibility for recovery or as to the amount of his or her damages.

7 25. **Typicality:** The claims of Plaintiffs are typical of the claims of the Classes because
8 Plaintiffs were employed by Defendants as non-exempt employees in California during the
9 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
10 herein, Plaintiffs, like the members of the Classes, were subjected to Defendants' meal/rest period
11 and timekeeping policies and practices, were subjected to Defendants' unlawful failure to
12 reimburse business expenses, were provided inaccurate wage statements, and were not paid all
13 wages earned at the time of their separation of employment.

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

20 27. **Superiority:** The California Labor Code is broadly remedial in nature and serves
21 an important public interest in establishing minimum working conditions and standards in
22 California. These laws and labor standards protect the average working employee from
23 exploitation by employers who have the responsibility to follow the laws and who may seek to
24 take advantage of superior economic and bargaining power in setting onerous terms and
25 conditions of employment. The nature of this action and the format of laws available to Plaintiffs
26 and members of the Classes make the class action format a particularly efficient and appropriate
27 procedure to redress the violations alleged herein. If each employee were required to file an
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individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual Plaintiffs with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by employees who would be disinclined to file an action against their former and/or current employer for real and justifiable fear of retaliation and permanent damages to their careers at subsequent employment. Further, the prosecution of separate actions by the individual class members, even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications with respect to the individual class members against Defendants herein; and which would establish potentially incompatible standards of conduct for Defendants; and/or legal determinations with respect to individual class members which would, as a practical matter, be dispositive of the interest of the other class members not parties to adjudications or which would substantially impair or impede the ability of the class members to protect their interests. Further, the claims of the individual members of the Classes are not sufficiently large to warrant vigorous individual prosecution considering all of the concomitant costs and expenses attending thereto. As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of Civil Procedure.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

28. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

1 their pay practices to the requirements of the law by failing to pay Plaintiffs and the Minimum
2 Wage Class for all hours actually worked including, but not limited to, all hours they were subject
3 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
4 and Wage Order 14.

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

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

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

21 **SECOND CAUSE OF ACTION**

22 **OVERTIME VIOLATIONS**

23 **(AGAINST ALL DEFENDANTS)**

24 33. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

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

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

11 **THIRD CAUSE OF ACTION**
12 **MEAL PERIOD VIOLATIONS**
13 **(AGAINST ALL DEFENDANTS)**

14 37. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

22 39. As a result, Defendants are responsible for paying premium compensation for meal
23 period violations including interest thereon, as well as statutory penalties, civil penalties, and
24 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 14, and Civil Code §§
25 3287(b) and 3289.

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FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

40. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

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

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

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

44. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

46. Defendants failed to timely pay Plaintiffs and members of the Waiting Time Class all final wages due to them at the time of their separation including, among other things, unpaid and/or underpaid overtime and minimum wages owed, and meal & rest period premium wages. Further, Plaintiffs is informed and believes, and based thereon alleges, that as a matter of uniform

1 policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all
2 earned wages at the end of employment in a timely manner pursuant to the requirements of Labor
3 Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of
4 Labor Code § 203.

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

10 **SIXTH CAUSE OF ACTION**

11 **WAGE STATEMENT VIOLATIONS**

12 **(AGAINST ALL DEFENDANTS)**

13 48. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

14 49. Plaintiffs are informed and believe, and based thereon allege, that Defendants
15 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiffs
16 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
17 number of hours worked, and meal & rest period premiums in violation of Labor Code § 226 et
18 seq.

19 50. Defendants' failures in furnishing Plaintiffs and the Wage Statement Class with
20 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
21 among other things, the non-payment of all minimum wages, overtime wages, meal and rest
22 period premium wages, and deprived them of the information necessary to identify the
23 discrepancies in Defendants' reported data.

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

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1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

4 52. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

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

17 55. Because Plaintiffs are victims of Defendants' unfair and/or unlawful conduct
18 alleged herein, Plaintiffs for themselves and on behalf of the members of the Classes, seek full
19 restitution of monies, as necessary and according to proof, to restore any and all monies withheld,
20 acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203
21 and 17208.

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

24 57. Plaintiffs were compelled to retain the services of counsel to file this court action
25 to protect their interests and those of the Classes, to obtain restitution and injunctive relief on
26 behalf of Defendants' current non-exempt employees, and to enforce important rights affecting
27 the public interest. Plaintiffs have thereby incurred the financial burden of attorneys' fees and
28 costs, which they are entitled to recover under Code of Civil Procedure § 1021.5.

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 **(AGAINST ALL DEFENDANTS)**

4 58. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

9 60. Due to Defendants’ unlawful policy and practice of requiring employees to
10 purchase their own work boots, aprons and sleeves in the performance of their work duties,
11 Defendants have violated Labor Code § 2802.

12 61. Plaintiffs and the members of the Employee Expense Class are entitled to
13 attorneys’ fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

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

18 **NINTH CAUSE OF ACTION**

19 **PRIVATE ATTORNEYS GENERAL ACT**

20 **(AGAINST ALL DEFENDANTS)**

21 63. Plaintiffs re-allege and incorporate by reference all prior paragraphs as though
22 fully set forth herein.

23 64. Defendants have committed several Labor Code violations against Plaintiffs,
24 members of the Classes, and other aggrieved employees who worked at Defendants’ Foster Farms
25 Poultry Cedar Plant location. Plaintiffs, “aggrieved employees” within the meaning of Labor
26 Code § 2698 *et seq.*, acting on behalf of themselves and other aggrieved employees, bring their
27 representative action against Defendants to recover the civil penalties due to Plaintiffs, the
28

members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiffs, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiffs, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiffs, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516 and 558;
- d. Failing to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiffs, the Meal Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, and 1198;
- e. Failing to reimburse Plaintiffs, the Employee Expense Class and other

aggrieved employees for necessary business expenditures incurred by Plaintiffs, the Employee Expense Class and other aggrieved employees in violation of Labor Code §§ 2800, 2802 and 2804;

f. Failing to furnish Plaintiffs, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;

g. Failing to timely pay all final wages and compensation earned by Plaintiffs, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;

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

i. Failing to pay Plaintiffs and other aggrieved employees all wages earned up to and including the fourth day before the scheduled payday in violation of Labor Code § 205;

j. Failing to permit and authorize Plaintiffs and other non-exempt to exercise the use of their accrued paid sick leave days in violation of Labor Code § 245.5;

k. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiffs and other aggrieved employees in violation of Labor Code § 2810.5; and

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

65. On January 11, 2024, Plaintiff Garcia notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of Defendants’ violations of the California Labor Code and his intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 62 (a)-(l). More than sixty-five days have passed from Plaintiff Garcia notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, thus Plaintiffs have exhausted their

administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

66. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other similarly aggrieved employees, and to assess and collect the civil penalties owed by Defendants. Plaintiffs have thereby incurred attorneys' fees and costs, which they are entitled to receive under California Labor Code § 2699(g).

PRAYER

WHEREFORE, Plaintiffs pray for judgment for themselves and for all others on whose behalf this suit is brought against Defendants, as follows:

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiffs as representative of the Classes;
3. For an order appointing Counsel for Plaintiffs as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, 1198 and Wage Order 14 § 5(A);
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and Wage Order 14 § 5(A);
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;
8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to Labor Code §§ 201-203;
9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code § 226;
10. Upon the Seventh Cause of Action, for restitution to Plaintiffs of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this

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

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

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

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

16 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
17 §226, and Code of Civil Procedure § 1021.5; and

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

19 Respectfully submitted,
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21 Dated: July 15, 2025

STANSBURY BROWN LAW, PC

22 By:



23 Daniel J. Brown
24 Kathleen Becket
25 Attorneys for Plaintiffs
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27
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3 **DEMAND FOR JURY TRIAL**

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

5 Respectfully submitted,

6
7 Dated: July 15, 2025

STANSBURY BROWN LAW, PC

8
9 By:



10 Daniel J. Brown
11 Kathleen Becket
12 Attorneys for Plaintiffs
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I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90291

- THIRD AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT

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

Executed on July 31, 2025 at South Gate, California.

Laura Romero

SERVICE LIST

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