

MAY 30 2023

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

THE COUNTY OF SISKIYOU

FRANSISCA CARRANZA AND
UBALDO CRUZ, as individuals and on
behalf of all similarly situated employees,

Plaintiff,

v.

SEUS FAMILY FARMS., INC.; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 23CV04726

CLASS ACTION

COMPLAINT FOR DAMAGES

1. Violation of Labor Code §§ 204, 206, 510, 1194, 1194.2, 1197, 1197.1, 1182.12 (Failure to Pay All Wages);
2. Violation of Labor Code §§ 226.7, 512 (Meal Period Violations);
3. Violation of Cal. Labor Code § 226.7 (Rest Period Violations);
4. Violation of Labor Code §§ 201, 202, 203 (Failure to Pay Wages Due at Separation of Employment);
5. Violation of Cal. Labor Code § 2802 (Failure to Reimburse for Necessary Business Expenditures);
6. Violation of Cal. Labor Code § 226, subds. (a) and (e) (Failure to Issue Accurate Itemized Wage Statements); and
7. Violation of Bus. & Prof. Code §§ 17200 et seq. (Unfair Business Practices).

DEMAND FOR JURY TRIAL

By Fax

1 Plaintiff FRANSISCA CARRANZA (“Plaintiff Carranza”) and Plaintiff UBALDO
2 CRUZ (“Plaintiff Cruz”) (collectively “Plaintiffs”), as individuals and on behalf of all similarly
3 situated employees, complains and alleges on information and belief as follows:

4 **INTRODUCTION**

5 1. This is a class action brought on behalf of Plaintiffs and the class they seek to
6 represent (“Plaintiff Class” or “Class Members”). Plaintiff Class consists of all current and former
7 non-exempt employees of Defendant SEUS FAMILY FARMS., INC., and DOES 1 through 50,
8 inclusive (“Defendant” or “SFF”), in the State of California during the Class Period. the term
9 “Class Period” is defined as four (4) years prior to the filing of this complaint through judgment.
10 Plaintiffs reserve the right to amend this complaint to reflect a different “Class Period” as further
11 discovery is conducted.

12 2. Plaintiffs, individually and on behalf of Plaintiff Class, seek relief against
13 Defendant, for Defendant’s practices of violating the applicable Industrial Welfare Commission
14 (“IWC”) Wage Orders, Code of Regulations, and Labor Codes, including: (1) Violation of Labor
15 Code sections 204, 510, 1182.12, 1194, and 1194.2 for Recovery of Unpaid Minimum Wage,
16 Overtime, and Double Time, (2) Violation of Labor Code sections 226.7, and 512, and California
17 Wage Order No. 9–2001 for Meal Period Violations, (3) Violation of Labor Code section 226.7,
18 and California Wage Order No. 9–2001 for Rest Period Violations, (4) Violation of Labor Code
19 section 226 for Failure to Issue Accurate Itemized Wage Statements, (5) Violation of Cal. Labor
20 Code section 2802 for Failure to Reimburse for Necessary Business Expenditures, (6) Violation
21 of Labor Code section 201, 202, and 203 for Failure to Pay Wages Due at Separation of
22 Employment, and (7) Violation of Cal. Bus. & Prof. Code sections 17200 et seq. for Unfair
23 Business Practices. These violations concern current and past employees of Defendant.

24 3. At all relevant times herein, Defendant has consistently maintained and enforced
25 against Plaintiffs and Plaintiff Class the unlawful practices and policies set forth herein.

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5. This Court has personal jurisdiction over Defendant, because Defendant resides in, are incorporated in, have their main place of business in, and/or conduct business in the State of California, and a substantial portion of the acts, omissions, events, and transactions constituting the causes of action alleged herein occurred within the State of California, and more specifically, in the county of Siskiyou. (Code Civ. Proc. section 410.10.)

ADMINISTRATIVE PREREQUISITE

7. Plaintiffs brings this case as a representative action seeking penalties for the State of California in a representative capacity, as provided for under PAGA, Labor Code section 2698 *et seq.*, to the extent permitted by law, as aggrieved employees who were employed by Defendant and did not receive all regular, overtime, and double time wages due, were not provided compliant meal or rest periods or premium compensation in lieu thereof, were not provided accurate itemized wage statements, were not reimbursed for necessary business expenditures, and did not receive all wages owed upon termination of employment.

7. Plaintiffs brings this case as a representative action seeking penalties for the State of California in a representative capacity, as provided for under PAGA, Labor Code section 2698 *et seq.*, to the extent permitted by law, as aggrieved employees who were employed by Defendant and did not receive all regular, overtime, and double time wages due, were not provided compliant meal or rest periods or premium compensation in lieu thereof, were not provided accurate itemized wage statements, were not reimbursed for necessary business expenditures, and did not receive all wages owed upon termination of employment.

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8. Pursuant to Labor Code section 2699.3, subdivision (a), a plaintiff may bring a cause of action under the Private Attorneys General Act (“PAGA”) only after giving notice to the Labor and Workforce Development Agency (“LWDA”) and the Defendant of the alleged Labor Code violations, and after receiving notice from the LWDA of its intention not to investigate, or after sixty-five (65) days have passed without notice from the LWDA.

9. Prior to filing this complaint, Plaintiff gave written notice on May 11, 2023, by electronic filing to the LWDA and by certified mail to Defendant, of the specific provisions alleged to have been violated by Defendants, including the facts and theories to support the alleged violations as required by Labor Code section 2699.3. Plaintiff was given an LWDA case number of LWDA-CM-905503-22. Attached herein as **Exhibit A** is a true and correct copy of Plaintiff's original notice provided to the LWDA on May 11, 2023.

10. Pursuant to Labor Code section 2699.3, subdivision (a)(2)(c), “[n]otwithstanding any other provision, a plaintiff may as a matter of right amend an existing complaint to add a cause of action arising under this part at any time within sixty (60) days of the time periods specified in this part.”

THE PARTIES

Plaintiff

11. Plaintiff Carranza was employed by Defendant as a non-exempt employee from approximately 2020 until approximately September 2022, at Defendant's Tulelake, California location. At all relevant times herein, Plaintiff Carranza was entitled to compensation for all hours worked, including minimum, regular, and overtime wages, meal and rest period premiums, as well as reimbursement from Defendant. Plaintiff Carranza was employed by Defendant within the four (4) years prior to the commencement of this action.

12. Plaintiff Cruz was employed by Defendant as a non-exempt employee from approximately September 2019 until approximately September 2022, at Defendant's Tulelake, California location. At all relevant times herein, Plaintiff Cruz was entitled to compensation for all hours worked, including minimum, regular, and overtime wages, meal and rest period premiums, as well as reimbursement from Defendant. Plaintiff Cruz was employed by Defendant

1 within the four (4) years prior to the commencement of this action.

2 13. Each of the Plaintiff Class consists of identifiable, current, and/or former similarly
3 situated persons who were employed by Defendant as non-exempt employees in California during
4 the Class Period.

5 **Defendants**

6 14. Plaintiffs are informed and believes, and based thereon alleges, that Defendant
7 SEUS FAMILY FARMS., INC. is a California corporation. SFF owns and operates agricultural
8 facilities in Siskiyou County and was Plaintiffs' Employer. On information and belief, and based
9 thereon, Plaintiffs allege that Defendant is conducting business in good standing in California,
10 and at all times herein mentioned has regularly conducted business throughout the State of
11 California.

12 15. Plaintiffs are ignorant of the true names, capacities, relationships and extent of
13 participation in the conduct herein alleged of Defendant sued herein as DOES 1 through 50,
14 inclusive, but on information and belief, alleges that said Defendant is legally responsible for the
15 violations alleged herein. Plaintiff will amend this complaint to allege the true names and
16 capacities of the DOE Defendants when that information is ascertained.

17 16. Plaintiffs are informed and believes, and based thereon alleges, that each
18 Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried
19 out a joint scheme, business plan, or policy in all respects pertinent hereto, and the acts of each
20 Defendants are legally attributable to the other Defendants. Furthermore, Defendants operate as
21 a joint venture and/or single business enterprise, integrated enterprise, and/or are agents of one
22 another, are alter egos, joint Defendants, and conspire with one another to increase profits by
23 engaging in the conduct described in this complaint.

24 17. Plaintiffs are informed and believes, and based thereon alleges, that each
25 Defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee,
26 proxy, managing agent, and/or principal of the co-Defendant, and in performing the actions
27 mentioned below was acting, at least in part, within the course and scope of that authority as such
28 agent, proxy, servant, partner, joint venture, employee, alter-ego, managing agent, and/or

principal with the permission and consent of the co-Defendant. Plaintiff also alleges the acts of each Defendant are legally attributable to the other Defendant.

FACTUAL ALLEGATIONS

18. Plaintiffs and Plaintiff Class are, and all times relevant herein, have been non-exempt employees within the meaning of the Labor Code, and the implementing rules of the IWC Wage Orders.

19. Plaintiffs are informed and believes, and based thereon alleges, that Defendant continue to employ non-exempt employees within California.

20. Plaintiffs are informed and believes, and based thereon alleges, that Defendant's policies and practices described herein are common across each of Defendant's locations within the State of California.

21. Plaintiffs are informed and believes, and based thereon alleges, that Defendant knew or should have known that Plaintiffs and Class Members were entitled to receive wages for all hours worked, including minimum, regular, and overtime wages, and that they were not receiving all wages earned for work that was required to be performed.

22. In violation of the Labor Code and IWC Wage Orders, Defendant failed to pay Plaintiffs and Class Members' earned wages by failing to record all hours worked (including off-the-clock work), paying for all hours worked, and paying the proper overtime and double time rates of pay, among other things.

23. Plaintiffs and Plaintiff Class were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their shifts. Plaintiffs and Plaintiff Class allege that they did not receive at least one (1) duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) In fact, at times Defendant did not have sufficient employees to provide relief for meal periods and thereby required Plaintiffs and Plaintiff Class to continue working throughout their meal periods. Further, Plaintiffs and Plaintiff Class regularly worked in excess of ten (10) hours, however were not provided a second timely, uninterrupted duty-free meal period. When

1 employees were prevented from taking timely and complete meal periods, they did not receive
2 premium pay as compensation for the missed meal period.

3 24. Moreover, Defendant had an auto-deduct policy for meal periods. Defendant
4 utilized this auto-deduct policy regardless of whether Plaintiffs and Plaintiff Class actually took
5 a meal period, or received a late or missed meal period. Accordingly, Defendant failed to
6 accurately and precisely illustrate the true record of Plaintiffs' and Class Members' meal breaks.
7 Additionally, Defendant had a policy and practice of requiring Plaintiffs and Plaintiff Class from
8 leaving the premises during their meal periods, thus requiring them to stay under Defendant's
9 control. Further, Defendant did not permit Plaintiffs and Plaintiff Class to take their lunch until
10 10:30 a.m. each day, regardless of whether they started their shift at 6:00 a.m. or 6:30 a.m. For
11 those employees who started at 6:00 a.m., their lunches always began after their 5th hour of work.
12 Defendant never paid meal premiums to Plaintiffs and Plaintiff Class when they did not get thirty
13 (30) minute duty-free meal periods. As a result of these policies and procedures, Plaintiffs and
14 Plaintiff Class did not receive compliant duty-free meal periods.

15 25. Plaintiffs further allege that they and other aggrieved employees did not receive at
16 least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction
17 thereof, as required by the Labor Code. Plaintiffs and Plaintiff Class were generally precluded
18 from taking rest periods during busy seasons due to Defendant's failure to sufficiently staff shifts
19 to provide relief and thereby allow Plaintiffs and Plaintiff Class the opportunity to take rest breaks.
20 When employees were prevented from taking rest breaks, they did not receive premium pay for
21 the missed rest break

22 26. Plaintiffs are informed and believe, and based thereon allege, that Defendant knew
23 or should have known that Plaintiffs and Class Members were entitled to receive all required meal
24 periods or payment of one (1) additional hour of pay at Plaintiffs and Class Members' regular rate
25 of pay when they did not receive a timely, uninterrupted off-duty meal period. In violation of the
26 Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not providing
27 compliant meal periods. Plaintiffs and Class Members were regularly unable to take a duty-free
28 meal period or had their meal periods interrupted as a result of understaffing and a busy workload.

1 As a result of Defendant's understaffing and daily work requirements and demands, Plaintiffs and
2 Class Members did not receive all meal periods or payment of one (1) additional hour of pay at
3 Plaintiffs and Class Members' regular rate of pay when they did not receive a timely,
4 uninterrupted thirty (30) minute off-duty meal period.

5 27. Plaintiffs are informed and believes, and based thereon alleges, that Defendant
6 knew or should have known that Plaintiffs and Class Members were entitled to receive all required
7 rest periods or payment of one (1) additional hour of pay at Plaintiffs and Class Members' regular
8 rate of pay when they did not receive a timely, uninterrupted off-duty rest period. In violation of
9 the Labor Code and IWC Wage Orders, Defendant had a pattern, practice, and policy of not
10 providing compliant rest periods.

11 28. Defendant failed to pay Plaintiffs and Plaintiff Class for all hours worked at the
12 legally mandated wage rates, including minimum wage, and overtime compensation. Specifically,
13 Plaintiffs and Plaintiff Class frequently worked shifts in excess of eight (8) and twelve (12) hours
14 per day and forty (40) hours per week. Not only were they not paid for all hours worked, but they
15 were also not paid all hours worked at the applicable overtime rate of one and one-half times their
16 regular rate for hours worked in excess of eight (8) in one day and forty (40) in one week and
17 double time for hours worked in excess of twelve (12) in one day

18 29. Plaintiffs are informed and believes, and based thereon alleges, that Defendant
19 knew or should have known that Plaintiffs and Class Members were entitled to receive
20 reimbursements for all necessary business expenditures.

21 30. Plaintiffs and Class Members were not provided with reimbursements for all
22 necessary business expenditures. Specifically, Defendant had a policy and practice of deducting
23 "work gear" costs from Plaintiffs' and Class Members' paychecks in order to pay for specialized
24 pants used to gather Defendant's products.

25 31. Plaintiffs are informed and believes, and based thereon alleges, that Defendant
26 knew or should have known that Plaintiffs and Class Members were entitled to receive itemized
27 wage statements that accurately showed their actual hours worked, total hours worked, number
28 of hours worked at each hourly rate, gross and net wages earned, and premium wages earned per

1 pay period in accordance with California law. Defendant further failed to maintain complete and
2 accurate payroll records and failed to provide Plaintiffs and Plaintiff Class with complete and
3 accurate wage statements. Specifically, Plaintiffs and Plaintiff Class received wage statements
4 that failed to include all rest and meal break premiums earned per pay period, compensation for
5 actual hours worked, total hours worked, number of hours worked at each hourly rate, the correct
6 overtime rate, and gross and net wages earned.

7 32. Plaintiffs are informed and believes, and based thereon alleges, that Defendant
8 knew or should have known that Plaintiff and certain Class Members were entitled to timely
9 payment of wages due upon separation of employment. In violation of the Labor Code, Plaintiffs
10 and certain Class Members did not receive payment of all wages due, within permissible time
11 periods, upon separation of employment.

12 **CLASS ALLEGATIONS**

13 33. Plaintiffs bring this action on behalf of themselves and all other similarly situated
14 employees, as a class action pursuant to Code of Civil Procedure section 382.

15 34. Plaintiffs' proposed class consists of and is defined as follows: all individuals who
16 worked for Defendant in a California location as non-exempt employees during the Class Period.

17 35. Plaintiffs reserve the right under California Rules of Court, rule 3.765, to amend
18 or modify the class description(s) with greater specificity or further division into subclasses or
19 limitation to particular issues.

20 36. This action has been brought and may be maintained as a class action pursuant to
21 Code of Civil Procedure section 382 because there is a well-defined community of interest in the
22 litigation and because the proposed classes are easily ascertained by Defendant's personnel and
23 payroll records.

24 **Numerosity**

25 37. The potential members of the class as defined are so numerous that joinder of all
26 class members is impracticable. While the precise number of the Plaintiff Class is unknown,
27 Plaintiffs are informed and believes that Defendant have employed more than four hundred (400)
28 non-exempt employees during the Class Period.

1 **Commonality**

2 38. There are common questions of law and fact arising out of Defendant's conduct
3 as described herein, including, but not limited to:

- 4 a. Whether Defendant failed to pay all wages, including minimum, regular, and
5 overtime wages earned and due to Plaintiffs and Plaintiff Class;
6 b. Whether Defendant failed and continue to fail to provide meal periods or
7 compensation in lieu thereof to Plaintiffs and Class Members;
8 c. Whether Defendant failed, and continue to fail, to authorize and permit
9 Plaintiffs and Class Members to take rest periods;
10 d. Whether Defendant failed, and continue to fail, to provide Plaintiffs and Class
11 Members wage statements containing all information required by Labor Code
12 section 226(a);
13 e. Whether Defendant failed, and continue to fail, to reimburse Plaintiffs and
14 Class Members for necessary business expenditures, specifically their
15 specialized work pants;
16 f. Whether Defendant failed to pay Plaintiffs and Class Members all wages
17 earned during the course of their employment upon separation; and
18 g. Whether Defendant engaged in unfair or unlawful business practices.

19 **Typicality**

20 39. The claims of the Plaintiffs are typical of the claims for the Plaintiff Class, all of
21 whom have incurred and/or will incur damages, as a result of Defendant's common course of
22 conduct and common policies and practices. The claims of Plaintiffs are typical because
23 Defendant subjected all of its non-exempt employees to the identical violations of the IWC Wage
24 Orders, Code of Regulations, Labor Code, and Business and Professions Code, among other
25 statutes.

26 **Adequacy of Representation**

27 40. Plaintiffs will fairly and adequately represent and protect the interests of the
28 Plaintiff Class. Plaintiffs' interests are not in conflict with those of the Plaintiff Class. Plaintiffs'

1 attorneys are competent, well-versed, and experienced in litigating employment class actions and
2 other complex litigation matters.

3 **Superiority of Class Action**

4 41. Under the facts and circumstances set forth above, a class action is superior to any
5 other method available for the fair and efficient adjudication of the rights of each class member
6 in as much as joinder of individual, relatively small claims of Class Members is not practical and
7 if each employee were required to file an individual lawsuit, the corporate Defendant would
8 necessarily gain an unconscionable advantage as they would be able to exploit and overwhelm
9 the limited resources of each individual plaintiff. Requiring each Class Member to pursue an
10 individual remedy would also discourage the assertion of lawful claims by employees fearful of
11 retaliation and permanent damage to their careers at present and/or subsequent employment.
12 Further, the substantial risk of inconsistent or varying verdicts or adjudications with respect to the
13 individual Class Members against Defendant herein further support class certification.

14 **FIRST CAUSE OF ACTION**

15 **FAILURE TO PAY ALL WAGES**

16 **(By Plaintiffs against All Defendants)**

17 42. Plaintiffs reallege and incorporate by reference all preceding paragraphs herein, as
18 if fully alleged.

19 43. Any employee receiving less than the legal minimum wage or legal overtime
20 compensation is entitled to recover in a civil action the amount of unpaid wages, attorneys' fees
21 and costs of suit. (Lab. Code, § 1194, subd. (a).)

22 44. Labor Code section 1182.12 provides for Defendants who employed twenty-six
23 (26) or more people from January 1, 2019 to December 31, 2019, the minimum wage rate in
24 California is twelve dollars (\$12.00) per hour. From January 1, 2020 to December 31, 2020, the
25 minimum wage rate in California is thirteen dollars (\$13.00) per hour. From January 1, 2021 to
26 December 31, 2021, the minimum wage rate in California is fourteen dollars (\$14.00) per hour.
27 From January 1, 2022 to December 31, 2022, the minimum wage rate in California, is fifteen
28 dollars (\$15.00) per hour. From January 1, 2023, the minimum wage in California is fifteen

1 dollars and fifty cents (\$15.50). Plaintiffs are informed and believes Defendants employed more
2 than twenty-six (26) employees at all relevant times herein.

3 45. Notwithstanding any other provision of the Labor Code, hourly minimum wage
4 rates are set for all industries according to statute. (Lab. Code, § 1182.12.) Defendants must pay
5 employees no less than minimum wage for each hour worked. (Lab. Code, § 1194.)

6 46. In any action to recover payment of wages less than the minimum wage an
7 employee shall be entitled to recover liquidated damages in an amount equal to the wages
8 unlawfully unpaid and interest thereon. (Lab. Code, § 1194.2.)

9 47. Any work in excess of eight (8) hours in any workday and any work in excess of
10 forty (40) hours in a workweek, shall be compensated at a rate of no less than one and one-half
11 times the regular rate of pay for an employee. (Lab. Code, § 510, subd. (a).) Any work in excess
12 of twelve (12) hours in a workday shall be compensated at the rate of twice the regular rate of pay
13 for an employee. (Lab. Code, § 510, subd. (a).)

14 48. All wages earned in employment are due and payable twice during each calendar
15 month on dates designated in advance by the Defendant. (Lab. Code, § 204.)

16 49. In case of a dispute over wages, the Defendant shall pay, without condition and
17 promptly under the Labor Code all wages conceded due, leaving to the employee all remedies
18 he/she is otherwise entitled to as to any balance claimed. (Lab. Code, § 206.)

19 50. At all relevant times herein, Plaintiffs and Class Members were and are paid as
20 non-exempt employees.

21 51. Plaintiffs and Plaintiff Class regularly worked over eight (8) hours per day and
22 forty (40) hours per week. Defendant failed to pay Plaintiffs and Plaintiff Class for all hours
23 worked by failing to record actual hours worked, e.g., time spent working off-the-clock.
24 Defendant also automatically deducted thirty (30) minutes of pay each workday for meal periods
25 even when Plaintiffs and Class Members were not relieved of all duties for meal periods. As a
26 consequence, Defendant failed to pay Plaintiffs and Plaintiff Class all minimum, regular,
27 overtime, and/or double-time wages for all hours worked, including hours in excess of over eight
28 (8) per day and forty (40) per workweek. Pursuant to Labor Code sections, *inter alia*, 204, 510,

1 1182.12, and 1194, the Plaintiff Class seeks the payment of all minimum, regular, overtime,
2 and/or double-time compensation which they earned and accrued for four (4) years prior to filing
3 this complaint, according to proof.

4 52. Additionally, Plaintiffs and Plaintiff Class are entitled to liquidated damages,
5 attorneys' fees and costs pursuant to Labor Code section 1194 and Code of Civil Procedure
6 section 1021.5, and prejudgment interest.

7 **SECOND CAUSE OF ACTION**

8 **FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF**

9 **(Lab. Code, §§ 226.7, 512)**

10 **(By Plaintiffs against All Defendants)**

11 53. Plaintiffs reallege and incorporate by reference all preceding paragraphs herein, as
12 if fully alleged.

13 54. Labor Code sections 226.7, 512, and the applicable IWC Wage Order provide that
14 no Defendant shall employ any person for a work period of more than five (5) hours without
15 providing a meal period uninterrupted by work duties of not less than thirty (30) minutes, or
16 employ any person for a work period of more than ten (10) hours without a second meal period
17 of not less than thirty (30) minutes.

18 55. Labor Code section 226.7 provides that if an Defendant fails to provide an
19 employee a meal period in accordance with this section, the Defendant shall pay the employee
20 one (1) hour of pay at the employee's regular rate of compensation for each workday that the
21 meal period is not provided in accordance with this section.

22 56. Plaintiffs and Plaintiff Class were often precluded from taking timely and
23 uninterrupted meal and rest breaks in accordance with California law due to the nature of their
24 shifts. Plaintiffs and Plaintiff Class allege that they did not receive at least one (1) duty-free,
25 uninterrupted meal period within the first five (5) hours worked, and a second meal period before
26 the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004,
27 1041-42.) In fact, at times Defendant did not have sufficient employees to provide relief for meal
28 periods and thereby required Plaintiffs and Plaintiff Class to continue working throughout their

1 meal periods. Further, Plaintiffs and Plaintiff Class regularly worked in excess of ten (10) hours,
2 however were not provided a second timely, uninterrupted duty-free meal period. When
3 employees were prevented from taking timely and complete meal periods, they did not receive
4 premium pay as compensation for the missed meal period.

5 57. Moreover, Defendant had an auto-deduct policy for meal periods. Defendant
6 utilized this auto-deduct policy regardless of whether Plaintiffs and Plaintiff Class actually took
7 a meal period, or received a late or missed meal period. Such a policy failed to accurately and
8 precisely illustrate the true record of Plaintiffs' and Class Members' meal breaks. Additionally,
9 Defendant had a policy and practice of requiring Plaintiffs and Plaintiff Class from leaving the
10 premises during their meal periods, thus requiring them to stay under Defendant's control.
11 Further, Defendant did not permit Plaintiffs and Plaintiff Class to take their lunch until 10:30 a.m.
12 each day, regardless of whether they started their shift at 6:00 a.m. or 6:30 a.m. For those
13 employees who started at 6:00 a.m., their lunches always began after their 5th hour of work.
14 Defendant never paid meal premiums to Plaintiffs and Plaintiff Class when they did not get thirty
15 (30) minute duty-free meal periods. As a result of these policies and procedures, Plaintiffs and
16 Plaintiff Class did not receive compliant duty-free meal periods.

17 58. At all times relevant hereto, Plaintiffs and Plaintiff Class have worked shifts of
18 more than five (5) hours in a workday.

19 59. Pursuant to Labor Code section 226.7, Plaintiffs and Plaintiff Class are entitled to
20 damages in the amount equal to one (1) hour of wages at their regular rate of pay for each missed
21 meal break, in an amount to be proven at trial.

22 60. Pursuant to Labor Code section 226.7, Plaintiffs individually and on behalf of the
23 Plaintiff Class, request recovery of meal period compensation which they are owed beginning
24 four (4) years prior to filing this complaint, as well as the assessment of any statutory penalties
25 against the Defendant, and each of them, in a sum as provided by the Labor Code and/or other
26 statutes. Pursuant to Code of Civil Procedure section 1021.5, and any other provision of law,
27 Plaintiff requests the court award reasonable attorneys' fees and costs incurred by them in this
28 action.

THIRD CAUSE OF ACTION

**FAILURE TO PROVIDE REST PERIODS OR PREMIUM COMPENSATION IN LIEU
THEREOF**

(Labor Code § 226.7)

(Plaintiffs Against All Defendants)

61. Plaintiffs reallege and incorporate by reference all preceding paragraphs as if fully set forth herein.

62. Labor Code section 226.7 and IWC Wage Order No. 9–2001, section 12, require that Defendants allow all employees a ten (10) minute rest period for every four (4) hours worked, or major fraction thereof. Further, when an Defendant fails to provide an employee with required rest periods, the Defendant must pay the employee one (1) hour of pay at the employee’s regular rate of pay for each workday that at a required rest period is not provided.

63. Plaintiffs further allege that they and other aggrieved employees did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Plaintiffs and Plaintiff Class were generally precluded from taking rest periods during busy seasons due to Defendant’s failure to sufficiently staff shifts to provide relief and thereby allow Plaintiffs and Plaintiff Class the opportunity to take rest breaks. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break

64. Plaintiffs allege that Defendant regularly failed or refused to provide legally compliant rest periods. Defendant failed to schedule Plaintiffs and Class Members in such a manner as to ensure provision of proper rest periods and make available rest periods and failed to relieve employees from all work duties thereby preventing employees from taking the requisite rest periods. Thus, Defendant denied Plaintiffs and Class Members their lawfully required rest periods resulting in Plaintiffs and Class Members being forced to work during rest periods and forego them altogether.

65. Further, Defendant failed to provide premium compensation of one (1) hour of regular pay to Plaintiffs and Class Members for each day a rest period was missed as required by

1 law. As such, Defendant intentionally and improperly denied rest periods to Plaintiffs and Class
2 Members in violation of Labor Code section 226.7 and IWC Wage Order No. 9–2001.

3 66. Throughout the class period, Plaintiffs and Plaintiff Class worked more than three
4 and one-half (3 ½) hours per shift with no rest breaks. Pursuant to Labor Code section 226.7,
5 Plaintiffs and Plaintiff Class are entitled to damages in the amount equal to one (1) hour of wages
6 at their regular rate of pay for each workday in which a rest period was missed, in an amount
7 according to proof at trial.

8 67. Pursuant to Labor Code section 226.7, Plaintiffs individually, and on behalf of the
9 Plaintiff Class, requests recovery of rest period compensation which they are owed beginning four
10 (4) years prior to filing this complaint, as well as the assessment of any statutory penalties against
11 the Defendants in a sum as provided by law. Pursuant to Labor Code section 218.5, Code of Civil
12 Procedure section 1021.5, and any other provision of law, Plaintiffs request the court award
13 reasonable attorney fees and costs incurred by them in this action.

14
15 **FOURTH CAUSE OF ACTION**

16 **FAILURE TO PAY WAGES OF TERMINATED OR RESIGNED EMPLOYEES**

17 **(Lab. Code, §§ 201, 202, 203)**

18 **(By Plaintiffs against All Defendants)**

19 68. Plaintiffs reallege and incorporate by reference all preceding paragraphs herein, as
20 if fully alleged herein.

21 69. Plaintiffs are informed and believes, and thereon alleges, that as part of
22 Defendant's ongoing unfair business practices, Defendant failed to pay all employees all wages
23 earned during their employment at the time of their separation in violation of Labor Code sections
24 201 and 202.

25 70. Labor Code section 201 provides that a Defendant is required to pay an employee
26 whose employment is terminated by the Defendant all wages earned and unpaid immediately
27 upon termination.

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77. Specifically, Defendant had a policy and practice of deducting “work gear” costs from Plaintiffs’ and Plaintiff Class’ paychecks in order to pay for specialized pants used to gather Defendant’s products.

SIXTH CAUSE OF ACTION

(Labor Code § 226)

79. Plaintiffs reallege and incorporates by reference all preceding paragraphs as if fully set forth herein.

81. To the extent that Defendant did furnish wage statements to Plaintiffs and Class Members, Defendant knowingly and intentionally failed to provide Plaintiffs and Class Members wage statements in compliance with Labor Code section 226, because said statements contained inaccurate gross wages earned, an inaccurate number of total hours worked, inaccurate net wages earned, and an inaccurate number of hours worked at each hourly rate.

1 83. Consequently, Plaintiffs and Class Members' wage statements reflected an
2 inaccurate number of total hours worked, an inaccurate number of hours worked at each hourly
3 rate, and inaccurate gross and net wages earned.

4 84. Pursuant to Labor Code section 226, subsection (e)(2)(A)(B), "[a]n employee is
5 deemed to suffer injury ... if the Defendant fails to provide a wage statement [and] an employee
6 is deemed to suffer injury if the Defendant failed to provide accurate and complete information
7 as required." Labor Code section 226, subdivision (e)(1), provides that employees suffering
8 injury as a result of the Defendants failure to comply with section 226, subsection (a), are
9 "entitled to recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay
10 period in which a violation occurs and one hundred dollars (\$100.00) per employee for each
11 violation in a subsequent pay period, not to exceed an aggregate penalty of four thousand dollars
12 (\$4,000.00), and is entitled to an award of costs and reasonable attorney's fees." Because
13 Defendants furnished inaccurate and incomplete wage statements, and at times refused to furnish
14 wage statements at all, Plaintiffs and Class Members are entitled to penalties, attorney fees, and
15 costs pursuant to Labor Code sections 2699, subdivisions (f)(2) and (g)(1), and section 226,
16 subdivision (e)(1), and prejudgment interest.

17 **SEVENTH CAUSE OF ACTION**

18 **UNFAIR/UNLAWFUL BUSINESS PRACTICES**

19 **(Bus. & Prof. Code, §§ 17200 et seq.)**

20 **(By Plaintiffs against All Defendants)**

21 85. Plaintiffs reallege and incorporates by reference all preceding paragraphs herein,
22 as if fully alleged herein.

23 86. Plaintiffs bring this claim individually and on behalf of Class Members.

24 87. Business and Professions Code section 17200 ("UCL") prohibits unfair
25 competition in the form of any unlawful, unfair, or fraudulent business act or practice.

26 88. Business and Professions Code section 17204 allows "any person who has suffered
27 injury in fact and has lost money or property as a result of such unfair competition" to prosecute
28 a civil action for violation of the UCL.

1 89. Labor Code section 90.5, subdivision (a), states it is the public policy of California
2 to vigorously enforce minimum labor standards in order to ensure employees are not required to
3 work under substandard and unlawful conditions, and to protect Defendants who comply with the
4 law from those who attempt to gain competitive advantage at the expense of their workers by
5 failing to comply with minimum labor standards.

6 90. Beginning at an exact date unknown to Plaintiffs, but at least since the date four
7 (4) years prior to the filing of this complaint, Defendant have committed acts of unfair competition
8 as defined by the Unfair Business Practices Act, by engaging in the unlawful, unfair, and
9 fraudulent business practices and acts described in this complaint, including, but not limited to,
10 violations of Labor Code sections 201, 202, 203, 204, 206, 226, 226.3, 226.7, 510, 512, 1174,
11 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, as well as other statutes.

12 91. The violations of these laws and regulations, as well as of fundamental California
13 public policies protecting workers, serve as unlawful predicate acts and practices for purposes of
14 Business and Professions Code sections 17200 et seq.

15 92. As a result of these actions, Plaintiffs, on information and belief, alleges that
16 Defendant is able to unfairly compete with other comparable companies in the State of California
17 in violation of Business and Professions Code sections 17000 et seq. and sections 17200 et seq.
18 Due to these unlawful, unfair, and/or fraudulent business practices, Defendants have gained a
19 competitive advantage over other comparable companies doing business in the State of California.

20 93. The victims of these unlawful, unfair, and/or fraudulent business practices include,
21 but are not limited to, Plaintiffs, putative class members, competing manufacturers in the State of
22 California, and the general public. Plaintiffs are informed and believes, and thereon alleges, that
23 Defendant performed the above-mentioned acts with the intent of gaining an unfair competitive
24 advantage and thereby injuring Plaintiff, putative class members, other competitors, and the
25 general public.

26 94. Plaintiffs' success in this action will enforce important rights affecting the public
27 interest and public policy. In this regard, Plaintiffs sue on behalf of the public as well as on behalf
28 of himself.

1 95. Business and Professions Code sections 17203 provides that a court may make
2 such orders or judgments as may be necessary to prevent the use or employment by any person
3 of any practice which constitutes unfair competition. Injunctive relief is necessary and appropriate
4 to prevent Defendant from repeating their unlawful, unfair, and fraudulent business acts and
5 business practices alleged above.

6 96. Business and Professions Code section 17203 provides that the Court may restore
7 to any person in interest any money or property that may have been acquired by means of such
8 unfair competition. Plaintiff and the Plaintiff Class are entitled to restitution pursuant to Business
9 and Professions Code section 17203 for wages and payments unlawfully withheld from
10 employees, including the fair value of the meal and rest periods and other losses alleged herein,
11 during the four-year period prior to the filing of this complaint. All remedies are cumulative
12 pursuant to Business and Professions Code section 17205.

13 97. Business and Professions Code section 17202 provides: “Notwithstanding section
14 3369 of the Civil Code, specific or preventative relief may be granted to enforce a penalty,
15 forfeiture, or penal law in a case of unfair competition.” Plaintiffs and Plaintiff Class are entitled
16 to enforce all applicable penalty provisions of the Labor Code pursuant to Business and
17 Professions Code section 17202.

18 98. Plaintiffs request injunctive relief pursuant to Business and Professions Code
19 section 17203 to enjoin Defendants from continuing the unfair/unlawful business practices
20 alleged herein.

21 99. Plaintiffs herein take upon enforcement of these laws and lawful claims. There is
22 a financial burden involved in pursuing this action. The action is seeking to vindicate a public
23 right, and it would be against the interests of justice to penalize Plaintiffs by forcing Plaintiffs to
24 pay attorneys’ fees from the recovery in this action. Attorneys’ fees are appropriate pursuant to
25 Code of Civil Procedure section 1021.5 and others.

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1 **PRAYER FOR RELIEF**

2 **WHEREFORE**, Plaintiffs pray for judgment as follows:

- 3 1. That the Court determine that this action may be maintained as a class action under
4 Code of Civil Procedure section 382;
- 5 2. The Court appoint Plaintiffs as Class Representatives;
- 6 3. The Court appoint Mahoney Law Group, APC as class counsel;
- 7 4. For compensatory and statutory damages;
- 8 5. For restitution of all monies due to Plaintiffs and Plaintiff Class from the
9 unlawful/unfair business practices of Defendant;
- 10 6. For injunctive relief;
- 11 7. For statutory and civil penalties according to proof;
- 12 8. For reasonable attorneys' fees and costs pursuant to Labor Code section 226,
13 subdivision (e), and section 1194; Code of Civil Procedure section 1021.5, and/or other applicable
14 laws statutes; and
- 15 9. That the Court award such other and further relief as this Court may deem
16 appropriate.

17
18 Dated: May 26, 2023

MAHONEY LAW GROUP, APC

19 

20
21 Kevin Mahoney, Esq.
22 John Young, Esq.
23 Raleigh Dixon, Esq.
24 Attorneys for Plaintiff FRANSISCA
25 CARRANZA and UBALDO CRUZ, as
26 individuals and on behalf of all similarly
27 situated employees
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Dated: May 26, 2023

Ralph Dixon

Attorneys for Plaintiff FRANSISCA
CARRANZA and UBALDO CRUZ, as
individuals and on behalf of all similarly
situated employees

EXHIBIT A



Raleigh Dixon, Esq.
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rdixon@mahoney-law.net

May 11, 2023

Via Labor & Workforce Development Agency – Online Submission

LABOR AND WORKFORCE DEVELOPMENT AGENCY

<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL #7022 2410 0000 2418 4838

Return Receipt Requested

Seus Family Farms, Inc.
2284 Country Round 100
Tulelake, CA 96134

Re: Ubaldo Cruz and Francisca Carranza v. Seus Family Farms, Inc.

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency; Seus Family Farms, Inc.

From: Ubaldo Cruz and Francisca Carranza, on behalf of themselves and aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Mahoney Law Group, APC, represents the interests of Ubaldo Cruz and Francisca Carranza ("Employees"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code sections 2698 et seq. ("PAGA"), on behalf of themselves and all other aggrieved employees.

Please also be advised that this letter constitutes written notice required by Labor Code sections 2699.3, subdivision (a)(1), and 2699.3, subdivision (c)(1), and may lead to action against Seus Family Farms, Inc. ("Employer" or "SFF") in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against Employer, and any and all related parent, and/or alter ego companies, corporations, partnerships, subsidiaries, and/or business entities, as well as against any and all offices, owners, directors, managers, managing agents, or entities who are or may be liable under law for any of the violations alleged herein.

Theories of Labor Code Violations and Remedies

Employer is a California corporation that operates an agricultural business in Siskiyou County. Employees were employed by Employer as an hourly, non-exempt employee.

Employees alleges Employer violated various sections of the Labor Code, including sections 201, 202, 203, 204, 206, 210, 221, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and 2802 by failing to provide Ms. Caranza, Mr. Cruz, and all other aggrieved employees with meal and rest periods and premium pay, failing to pay all wages owed, including minimum wage and overtime, failing to provide accurate wage statements and maintain accurate payroll records, and failing to provide all wages earned at end of employment. Ms. Caranza, Mr. Cruz, and similarly aggrieved employees consist of identifiable, current, and/or former similarly situated persons who worked for Employer in non-exempt positions in California during the liability period of one (1) year prior to the filing of a complaint alleging a PAGA cause of action.

A. SFF Failed to Provide Ms. Caranza, Mr. Cruz, and other Aggrieved Employees with Meal and Rest Periods, or Premium Compensation in lieu thereof, in accordance with California law.

Ms. Caranza and Mr. Cruz, allege that they and other aggrieved employees were often precluded from taking timely and uninterrupted meal and rest breaks in accordance with California law due to the nature of their shifts. Ms. Caranza, Mr. Cruz, and other aggrieved employees allege that they did not receive at least one (1) duty-free, uninterrupted meal period within the first five (5) hours worked, and a second meal period before the start of the 11th hour of work. (*Brinker Rest. Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1041-42.) In fact, at times Employer did not have sufficient employees to provide relief for meal periods and thereby required Ms. Caranza, Mr. Cruz, and other aggrieved employees to continue working throughout their meal periods. Further, Ms. Caranza, Mr. Cruz, and other aggrieved regularly worked in excess of ten (10) hours, however were not provided a second timely, uninterrupted duty-free meal period. When employees were prevented from taking timely and complete meal periods, they did not receive premium pay as compensation for the missed meal period.

Moreover, Employer had an auto-deduct policy for meal periods. Employer utilized this auto-deduct policy regardless of whether Ms. Caranza, Mr. Cruz, and/or other aggrieved employees actually took a meal period, or received a late or missed meal period. Such a policy failed to accurately and precisely illustrate the true record of Ms. Caranza, Mr. Cruz, and other aggrieved employees' s meal breaks. Additionally, Employer had a policy and practice of requiring Ms. Caranza, Mr. Cruz, and aggrieved employees from leaving the premises during their meal periods, thus requiring them to stay under Employer's control. Further, Employer did not permit Ms. Caranza, Mr. Cruz, and aggrieved employees to take their lunch until 10:30 a.m. each day, regardless of whether they started their shift at 6:00 a.m. or 6:30 a.m. For those employees who started at 6:00 a.m., their lunches always began after their 5th hour of work. Employer never paid meal premiums to Ms. Caranza, Mr. Cruz, and aggrieved employees when they did not get thirty (30) minute duty-free meal periods. As a result of these policies and procedures, Ms. Caranza, Mr. Cruz, and other aggrieved employees did not receive compliant duty-free meal periods.

Ms. Caranza and Mr. Cruz further allege that they and other aggrieved employees did not receive at least one duty-free, uninterrupted rest period for every four (4) hours worked, or major fraction thereof, as required by the Labor Code. Ms. Caranza, Mr. Cruz, and other aggrieved employees were generally precluded from taking rest periods during busy seasons due to Employer's failure to sufficiently staff shifts to provide relief and thereby allow Ms. Caranza, Mr. Cruz, and other aggrieved employees the opportunity to take rest breaks. When employees were prevented from taking rest breaks, they did not receive premium pay for the missed rest break.

Ms. Caranza and Mr. Cruz allege they and other aggrieved employees were not compensated with premium pay for every meal period and rest period that was not provided. Employer's conduct is actionable under PAGA as violations of Labor Code sections 226.7 and 512, and the applicable IWC Wage Orders.

B. SFF Failed to Pay Ms. Caranza, Mr. Cruz, and Other Aggrieved Employees for All Hours Worked, in Accordance with California Law, Including Both Minimum Wage and Overtime

Employer failed to pay Ms. Caranza, Mr. Cruz, and other aggrieved employees for all hours worked at the legally mandated wage rates, including minimum wage, and overtime compensation. Specifically, Ms. Caranza, Mr. Cruz, and other aggrieved employees frequently worked shifts in excess of eight (8) and twelve (12) hours per day and forty (40) hours per week. Not only were they not paid for all hours worked, but they were also not paid all hours worked at the applicable overtime rate of one and one-half times their regular rate for hours worked in excess of eight (8) in one day and forty (40) in one week and double time for hours worked in excess of twelve (12) in one day.

Employer's failure to pay minimum wage and applicable overtime rates to Ms. Caranza, Mr. Cruz, and other aggrieved employees, as well as rounding meal periods, as detailed above, is actionable under PAGA as a violation of Labor Code sections 221, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Orders.

C. SFF Failed to Provide Ms. Caranza, Mr. Cruz, and Other Aggrieved Employees Compliant Wage Statements, and Failed to Pay all Wages Earned at the Time Their Employment Ended

Employer further failed to maintain complete and accurate payroll records and failed to provide Ms. Caranza, Mr. Cruz, and other aggrieved employees with complete and accurate wage statements. Specifically, Ms. Caranza, Mr. Cruz, and other aggrieved employees received wage statements that failed to include all rest and meal break premiums earned per pay period, compensation for actual hours worked, total hours worked, number of hours worked at each hourly rate, the correct overtime rate, and gross and net wages earned. This conduct is in violation of Labor Code sections 226, 226.3, 1174 and 1174.5 and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice,

and procedure of failing to pay all wages earned to former employees at the time their employment ended.

D. SFF Failed to Reimburse Ms. Caranza, Mr. Cruz, and other Aggrieved Employees for All Necessary Business Expenditures Incurred in the Course of their Work Duties

California Labor Code section 2802 requires Employer to reimburse workers for “all necessary expenditures or losses incurred by the employee in direct discharge of [their] work duties.” However, Employer had a policy and practice of deducting “work gear” costs from Ms. Caranza’s, Mr. Cruz’s, and aggrieved employees paychecks in order to pay for specialized pants used to gather Employer’s products. Employer’s conduct is in violation of Labor Code section 2802 and the applicable IWC Wage Orders, and is therefore actionable under PAGA.

E. Reservation of Rights

The facts and claims contained herein are based on the information available at the time of this writing. Therefore, if through discovery and/or expert review, Ms. Caranza, Mr. Cruz, becomes aware of additional compensation owed or losses incurred by Ms. Caranza, Mr. Cruz, or by any other aggrieved employee of the Employer, Ms. Caranza, Mr. Cruz, expressly reserves the right to revise these facts and/or add any new claims by amending the claim letter or by adding applicable causes of action to the complaint which will relate back to the date of this letter.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please provide notice via certified mail to:

MAHONEY LAW GROUP, APC

Raleigh Dixon
249 E. Ocean Blvd., Ste. 814
Long Beach, CA 90802
Telephone: (562) 590-5550
Facsimile: (562) 590-8400
Email: rdixon@mahoney-law.net

Sincerely,



Raleigh Dixon, Esq.

MAHONEY LAW GROUP, APC