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Attorney for Plaintiffs MANUEL GARCIA

**SUPERIOR COURT FOR THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF TEHAMA**

MANUEL GARCIA, as an aggrieved employee
pursuant to the Private Attorneys General Act
(PAGA)

Plaintiffs,

vs.

CRAIN ORCHARDS, INC. and DOES 1
through 20, inclusive,

Defendants.

Case No.: 26CI-000036

PLAINTIFF'S COMPLAINT

**1. Civil Penalties Pursuant to Private Attorney
General Act, Labor Code §2698 et seq.**

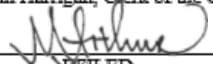
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FILED

SUPERIOR COURT OF CALIFORNIA

2/20/2026 3:18 PM

County of Tehama
Kevin Harrigan, Clerk of the Court

By  Deputy
FILED

1 Plaintiff MANUEL GARCIA (“Plaintiff”) hereby files this Complaint against Defendant CRAIN
2 ORCHARDS, INC., and DOES 1 to 20, inclusive, (hereinafter collectively referred to as “Defendants”).
3 Plaintiff alleges the following:

4 **PARTIES AND JURISDICTION**

5 1. This is an enforcement action under the Labor Code Private Attorneys General Act of 2004
6 (“PAGA”), California Labor Code section 2698, *et seq.*, to recover civil penalties on behalf of Plaintiff,
7 the State of California, and other current and former non-exempt employees who worked for Defendant
8 in California and who suffered at least one violation of the Labor Code as set forth in this complaint, at
9 any time between December 16, 2024 and the date of judgment (the “PAGA Period”).

10 2. Plaintiff MANUEL GARCIA is an individual over the age of eighteen (18) and is now, and at
11 all times mentioned in this Complaint was, a resident of the State of California.

12 3. Plaintiff is a former employee of Defendant, having worked as a non-exempt field worker in
13 Defendant’s walnut orchard from approximately December 16, 2024 to July 10, 2025. Plaintiff was paid
14 an hourly wage. Plaintiff is an “aggrieved employee” within the meaning of Labor Code section 2699(c)
15 because he was employed by Defendant and personally suffered each of the violations alleged herein.

16 4. Plaintiff is informed and believes, and thereon alleges, that Defendant CRAIN ORCHARDS,
17 INC. is, and at all relevant times was, a corporation organized and existing under the laws of the State of
18 California, conducting business within the State of California. Plaintiff is informed and believes, and
19 thereon alleges, that Defendant CRAIN ORCHARDS, INC.’s principal place of business is located at
20 10695 Decker Ave, Los Molinos, California 96055. Plaintiff is informed and believes, and thereon
21 alleges, that each of the Defendants herein was, at all times relevant to this action, the agent, employee,
22 alter ego, and/or joint employer of the remaining Defendants and was acting within the course and scope
23 of that relationship.

24 5. The true names and capacities of the Defendants named herein as DOES 1 through 20,
25 inclusive, are unknown to Plaintiff, who therefore sues such Defendants by fictitious names pursuant to
26 California Code of Civil Procedure section 474. Plaintiff will amend this complaint to show such true
27 names and capacities when they have been determined. Plaintiff is informed and believes, and thereon
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1 alleges, that each of the fictitiously named Defendants is responsible in some manner for the occurrences
2 herein alleged.

3 6. This Court has jurisdiction in this matter under the California Constitution, Article VI, section
4 10, and California Labor Code section 2698, *et seq.*

5 7. Venue is proper in the Superior Court for the County of Tehama pursuant to California Code
6 of Civil Procedure sections 395(a) and 395.5, in that some or all of the wrongful acts and violations of
7 law asserted herein occurred within Tehama County, and Defendant CRAIN ORCHARDS, INC.'s
8 principal place of business is located in Tehama County.

9 8. On or about December 16, 2025, Plaintiff, through his counsel, provided written notice to the
10 California Labor and Workforce Development Agency ("LWDA") and to Defendant via certified U.S.
11 Mail, outlining the facts and theories supporting the violations of the Labor Code alleged herein,
12 pursuant to California Labor Code section 2699.3. Plaintiff filed his Amended PAGA Notice to the
13 LWDA on February 17, 2026.

14 9. The LWDA did not provide notice to Plaintiff or his counsel within sixty-five (65) calendar
15 days of the postmark date of Plaintiff's PAGA Notice that it intends to investigate the alleged violations.
16 Accordingly, Plaintiff has exhausted his administrative remedies under PAGA and is entitled to
17 commence a civil action to recover civil penalties on behalf of himself, other aggrieved employees, and
18 the State of California, pursuant to California Labor Code sections 2699(a) and 2699.3(a)(2)(A).

19 **FACTS COMMON TO ALL CAUSES OF ACTION**

20 10. Defendant employed Plaintiff MANUEL GARCIA as a non-exempt field worker in
21 Defendant's walnut orchard establishment located in or near Los Molinos, Tehama County, California.
22 Plaintiff was paid an hourly wage. Plaintiff's was employed by Defendant from approximately
23 December 16, 2024 to July 10, 2025.

24 11. Plaintiff brings this action on behalf of himself and all other current and former non-exempt
25 employees who worked for Defendant in California during the PAGA Period (collectively, "Aggrieved
26 Employees").
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1 12. Throughout the PAGA Period, Defendant engaged in a pattern and practice of violating the
2 California Labor Code and applicable Industrial Welfare Commission (“IWC”) Wage Orders with
3 respect to Plaintiff and Aggrieved Employees. These violations include, but are not limited to, the
4 following:

5 13. Failure to Provide Meal Periods: Defendant failed to provide Plaintiff and Aggrieved
6 Employees with uninterrupted, duty-free meal periods of at least thirty (30) minutes for every five (5)
7 hours worked, as required by California Labor Code sections 226.7 and 512, and IWC Wage Order No.
8 14-2001, § 11(A) (applicable to agricultural occupations). Plaintiff and Aggrieved Employees regularly
9 missed their meal periods, had meal periods provided late (i.e., after the end of the fifth hour of work),
10 or had their meal periods interrupted or cut short in order to deal with work-related tasks. Defendant
11 required Plaintiff and Aggrieved Employees to indicate on their timecards that a meal period was
12 provided and taken, even if it did not actually occur or if it occurred after the fifth hour. Defendant failed
13 to pay Plaintiff and Aggrieved Employees the required one additional hour of pay at their regular rate of
14 compensation for each workday that a meal period was not provided in accordance with the law.

15 14. Employer-Controlled Travel Time Consuming Meal Periods: Defendant further deprived
16 Plaintiff and Aggrieved Employees of their full, duty-free meal periods by requiring employees to ride
17 on a tractor or other employer-controlled transportation from their field work location to a designated
18 meal area at the start of their meal period, and to ride the tractor back to the field at the conclusion of
19 their meal period. The time spent traveling by tractor to and from the meal location was counted as part
20 of the employees’ thirty (30) minute meal period, thereby reducing the actual time available for eating,
21 resting, and attending to personal matters. Because this travel was not voluntary but was required by
22 Defendants due to the remote location of the work site relative to the designated meal area, the meal
23 period was not truly “duty-free” as required by law, and the employees did not receive a full thirty (30)
24 minutes of uninterrupted, off-duty time. This practice violated California Labor Code sections 226.7 and
25 512 and the applicable IWC Wage Order.

26 15. Failure to Authorize and Permit Rest Periods: Defendant failed to authorize and permit
27 Plaintiff and Aggrieved Employees to take paid, off-duty rest periods of at least ten (10) minutes for
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every four (4) hours worked, or a major fraction thereof, as required by California Labor Code section 226.7 and IWC Wage Order No. 14-2001, § 12(A). Defendant's management staff were aware this was occurring and did not ensure rest periods were provided to Plaintiff and Aggrieved Employees in compliance with California law. Defendant failed to pay Plaintiff and Aggrieved Employees the required one additional hour of pay at their regular rate of compensation for each workday that a rest period was not provided in accordance with the law.

16. Failure to Provide Adequate Drinking Water: Defendant failed to provide Plaintiff and Aggrieved Employees with adequate, fresh, pure, suitably cool drinking water that was free of charge and located as close as practicable to the areas where employees were working, as required by California Labor Code section 2441 and California Code of Regulations, title 8, section 3395(c). Plaintiff and Aggrieved Employees performed strenuous outdoor field labor in a walnut orchard, often in conditions of high heat, and Defendant failed to ensure that sufficient quantities of drinking water were readily accessible throughout the workday. This failure placed Plaintiff and Aggrieved Employees at risk of heat-related illness and constituted a violation of California's outdoor heat illness prevention standards.

17. Failure to Provide Adequate Shade: Defendant failed to provide Plaintiff and Aggrieved Employees with access to shade that was open to the air or provided with ventilation or cooling, as required by California Code of Regulations, title 8, section 3395(d). Defendant was required to provide shade when the temperature exceeded 80 degrees Fahrenheit, and to have shade available at all times for employees who request it for a preventative recovery period. Defendant failed to maintain adequate shade structures at or near the outdoor work areas in the walnut orchard, thereby depriving Plaintiff and Aggrieved Employees of necessary protection from the sun and heat during rest periods, recovery periods, and meal periods. This failure violated California's Heat Illness Prevention regulations and California Labor Code sections 6400, 6401, and 6402, which impose a general duty on employers to provide a safe and healthful workplace.

18. Failure to Pay Minimum Wages: Defendant failed to pay Plaintiff and Aggrieved Employees at least the applicable minimum wage for all hours worked, in violation of California Labor Code sections 1194, 1197, and 1197.1, and IWC Wage Order No. 14-2001, § 4. This resulted from, among

1 other things, Defendant's practice of requiring employees to falsely indicate that meal periods were
2 taken when they were not, and from Defendant's failure to compensate employees for the work time
3 consumed by mandatory tractor travel during meal periods, thereby failing to pay wages for all
4 compensable time worked.

5 19. Failure to Pay Overtime Wages: Defendant failed to pay Plaintiff and Aggrieved Employees
6 overtime compensation at the correct rates for all hours worked in excess of eight (8) hours in a workday
7 and/or forty (40) hours in a workweek, in violation of California Labor Code sections 510 and 1194, and
8 IWC Wage Order No. 14-2001, § 3. Plaintiff and Aggrieved Employees regularly worked over eight (8)
9 hours a day and/or forty (40) hours a week. Defendant failed to pay all overtime and double time wages
10 earned, including by failing to properly calculate the regular rate of pay to include all forms of
11 remuneration, including piece rate pay where applicable.

12 20. Failure to Keep Accurate Payroll Records: Defendant failed to keep accurate payroll records
13 showing all hours worked daily by Plaintiff and Aggrieved Employees and the wages paid to them, in
14 violation of California Labor Code section 1174(d). These records were inaccurate because they did not
15 reflect all hours actually worked, including time worked during missed or interrupted meal periods,
16 compensable tractor travel time during meal periods, and overtime hours. Defendant's practice of
17 requiring employees to falsely attest to having received meal periods further rendered their records
18 inaccurate.

19 21. Failure to Provide Accurate Itemized Wage Statements: As a consequence of the foregoing
20 violations, Defendant failed to provide Plaintiff and Aggrieved Employees with accurate, itemized wage
21 statements in compliance with California Labor Code section 226(a). These wage statements failed to
22 accurately show, among other things, total hours worked, gross wages earned, the applicable hourly
23 rates in effect during the pay period, the corresponding number of hours worked at each hourly rate, and
24 did not include premium payments owed for missed meal and rest periods or all compensation due.

25 22. Failure to Timely Pay All Wages Due Upon Separation: Upon separation from employment,
26 Defendants failed to timely pay Plaintiff and other Aggrieved Employees all wages due, including but
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not limited to, unpaid minimum wages, overtime wages, and meal and rest period premiums, in violation of California Labor Code sections 201, 202, and 203.

23. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or should have known that they were required to comply with the aforementioned provisions of the California Labor Code, applicable IWC Wage Orders, and California's Heat Illness Prevention regulations, but willfully, knowingly, and intentionally failed to do so.

FIRST CAUSE OF ACTION
CIVIL PENALTIES PURSUANT TO PAGA § 2698 ET SEQ.
(As to All Defendants)

24. Plaintiff incorporates by reference and re-alleges paragraphs 1 through 23 as though fully set forth herein.

25. Plaintiff brings this cause of action as the proxy or agent of the State of California's labor law enforcement agencies, seeking civil penalties on behalf of the State and all Aggrieved Employees for Defendants' violations of the California Labor Code, applicable IWC Wage Orders, and Cal/OSHA Heat Illness Prevention regulations.

26. As alleged above, on or about December 16, 2025, Plaintiff exhausted his administrative remedies by providing written notice to the LWDA and Defendant pursuant to Labor Code section 2699.3. The LWDA did not elect to investigate, thereby deputizing Plaintiff to prosecute this PAGA action. Plaintiff submitted his Amended PAGA Notice to the LWDA on February 17, 2026.

27. Plaintiff is therefore entitled to recover civil penalties for all violations of the Labor Code committed by Defendant during the PAGA Period. These violations include, but are not limited to, the following.

28. Violation of Labor Code § 226.7 and § 512 Failure to Provide Meal Periods): Defendant failed to provide Plaintiff and Aggrieved Employees with compliant meal periods and failed to pay them the required premium of one additional hour of pay at their regular rate of compensation for each workday the meal period was not provided. Defendant further violated these provisions by requiring employees to spend a substantial portion of their nominal thirty-minute meal periods riding on a tractor to and from the designated meal area, thereby depriving them of a duty-free meal period. Defendant also

1 required employees to falsely attest on their timecards that compliant meal periods were provided. This
2 conduct violates IWC Wage Order No. 14-2001, § 11(A). Civil penalties are recoverable pursuant to
3 Labor Code § 2699(f) and § 558.

4 29. Violation of Labor Code § 226.7 (Failure to Provide Rest Periods): Defendants failed to
5 authorize and permit Plaintiff and Aggrieved Employees to take compliant rest periods and failed to pay
6 them the required premium of one additional hour of pay at their regular rate of compensation for each
7 workday the rest period was not provided. This conduct also violates IWC Wage Order No. 14-2001, §
8 12(A). Civil penalties are recoverable pursuant to Labor Code § 2699(f) and § 558.

9 30. Violation of Labor Code §§ 6400, 6401, 6402 and Cal. Code Regs., tit. 8, § 3395 (Failure to
10 Provide Water and Shade): Defendant failed to provide Plaintiff and Aggrieved Employees with
11 adequate, fresh, suitably cool drinking water and adequate shade as required under California's Heat
12 Illness Prevention standards. Defendant's outdoor agricultural work sites did not maintain compliant
13 water and shade provisions, placing employees at risk of heat-related illness. Civil penalties are
14 recoverable pursuant to Labor Code § 6427 and § 2699(f).

15 31. Violation of Labor Code §§ 1194, 1197, 1197.1 (Failure to Pay Minimum Wages): By failing
16 to compensate Plaintiff and Aggrieved Employees for all hours worked, including compensable travel
17 time during meal periods and time worked off-the-clock during improperly recorded meal periods,
18 Defendant failed to pay at least the applicable minimum wage for all hours worked. This conduct also
19 violates IWC Wage Order No. 14-2001, § 4. Civil penalties are recoverable pursuant to Labor Code §§
20 2699(f) and 1197.1.

21 32. Violation of Labor Code §§ 510, 1194 (Failure to Pay Overtime Wages): Defendant failed to
22 pay Plaintiff and Aggrieved Employees overtime compensation at the correct rates for all hours worked
23 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek, including by failing to
24 properly calculate the regular rate of pay. This conduct also violates IWC Wage Order No. 14-2001, § 3.
25 Civil penalties are recoverable pursuant to Labor Code §§ 2699(f) and 558.

26 33. Violation of Labor Code § 226(a) (Failure to Provide Accurate Itemized Wage Statements):
27 Defendant failed to provide Plaintiff and Aggrieved Employees with accurate, itemized wage statements
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1 containing all information required by Labor Code § 226(a), including gross wages earned, total hours
2 worked, applicable hourly rates, and the corresponding number of hours worked at each hourly rate.

3 Civil penalties are recoverable pursuant to Labor Code §§ 2699(f) and 226.3.

4 34. Violation of Labor Code §§ 201, 202, 203 (Failure to Timely Pay Final Wages): Defendant
5 failed to timely pay Plaintiff and Aggrieved Employees all wages due and owing to them upon
6 separation of employment, including unpaid minimum wages, overtime wages, and meal and rest period
7 premiums. Civil penalties (waiting time penalties) are recoverable pursuant to Labor Code § 203, sought
8 here under PAGA pursuant to § 2699(f). Additional civil penalties may be available under Labor Code §
9 256.

10 35. Violation of Labor Code § 1174(d) (Failure to Maintain Accurate Payroll Records):
11 Defendant failed to keep accurate payroll records showing the hours worked daily by, and the wages
12 paid to, Plaintiff and Aggrieved Employees. Civil penalties for violations of § 1174 are recoverable
13 pursuant to Labor Code § 1174.5 and § 2699(f).

14 36. Pursuant to Labor Code section 2699(f), for each of the violations above for which a specific
15 civil penalty is not otherwise provided, Plaintiff seeks a civil penalty of one hundred dollars (\$100.00)
16 for each Aggrieved Employee per pay period for the initial violation, and two hundred dollars (\$200.00)
17 for each Aggrieved Employee per pay period for each subsequent violation. For violations with specific
18 penalties (e.g., §§ 226.3, 558, 1197.1, 6427), Plaintiff seeks those penalties as prescribed.

19 37. Plaintiff and the Aggrieved Employees are entitled to an award of reasonable attorneys' fees
20 and costs pursuant to California Labor Code section 2699(g)(1).

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DAMAGES

WHEREFORE, Plaintiff prays for judgment against Defendant as follows:

1. For civil and statutory penalties and liquidated damages under the California Labor Code according to proof allowed by law;
2. For an award to Plaintiff of costs of suit incurred herein and reasonable attorney's fees;
3. For injunctive relief;
4. For an award of prejudgment and post-judgment interest; and
5. For an award to Plaintiff of such other and further relief as the Court deems just and proper.

Dated: February 20, 2026

Respectfully submitted,

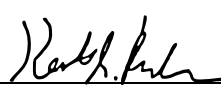
YOEST LAW CORP

By: 

Melissa Yoest, Esq.
Attorney for Plaintiff

CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL

Dated: February 20, 2026

By: 

Kent Bradbury
Attorney for Plaintiff