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Attorneys for Plaintiffs

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

ADRIAN CUEVAS-GRANADOS and JUAN
FERNANDO MERENDON-CEREGA, as
individuals and on behalf of all other
aggrieved employees,

Plaintiffs,

vs.

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

Defendants.

CASE NO. 24CV000743

**SECOND AMENDED REPRESENTATIVE
ACTION COMPLAINT:**

**(1) CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

UNLIMITED CIVIL CASE

1 Plaintiffs Adrian Cuevas-Granados and Juan Fernando Merendon-Cerega (collectively
2 “Plaintiffs”), on behalf of themselves and all other aggrieved employees, hereby bring this Second
3 Representative Action Complaint (“Complaint”) against Defendants Sabor Farms, LLC, a
4 California limited liability company, and DOES 1 to 100, inclusive (collectively “Defendants”),
5 and on information and belief allege as follows:

6 **JURISDICTION**

7 1. Plaintiffs, on behalf of themselves and all other aggrieved employees, hereby bring
8 this representative action for recovery of civil penalties under California Labor Code §§ 2698 *et*
9 *seq.*

10 2. This Court has jurisdiction over Defendants because, upon information and belief,
11 Defendants are citizens of California, Defendants have sufficient minimum contacts in California,
12 or otherwise intentionally avail themselves to the California market so as to render the exercise
13 of jurisdiction over them by the California courts consistent with the traditional notions of fair
14 play and substantial justice.

15 **VENUE**

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

21 **PARTIES**

22 4. Plaintiffs are, and at all times relevant herein were, individual over the age of
23 eighteen (18). At all relevant times herein, Plaintiffs were, and currently are, California residents.
24 Within the statute of limitations periods applicable to each cause of action pled herein, Plaintiffs
25 were employed by Defendants as non-exempt employees.

26 5. Plaintiffs are informed and believe, and based thereon allege, that during the
27 applicable statute of limitations for each cause of action pled herein and continuing to the present,
28 Defendants engage in and continue to engage in the production and growing of vegetables, and

1 employed Plaintiffs and other, similarly-situated non-exempt employees within Monterey
2 County, and the State of California and, therefore, were (and are) doing business in Monterey
3 County and the State of California.

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

12 7. Plaintiffs are informed, and believe, and thereon allege, that at all times mentioned
13 herein, Defendants were and are the employers of Plaintiffs and the Aggrieved Employees (as
14 defined in Paragraph 28).

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

22 9. At all times mentioned herein, Defendants, and each of them, were members of
23 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
24 and scope of and in pursuance of said joint venture, partnership, and common enterprise. Further,
25 Plaintiffs allege that all Defendants were joint employers for all purposes of Plaintiffs and the
26 Aggrieved Employees (as defined in Paragraph 28).

27 **GENERAL FACTUAL ALLEGATIONS**

28 10. Defendants produce and grow specialty vegetables, including baby spinach, baby

1 leaf lettuces, cilantro, kale, and a variety of other vegetables. Plaintiff Adrian Cuevas-Granados
2 worked for Defendants at their Winterhaven, California location as a non-exempt employee in the
3 position of “Tractor Driver” (or similarly titled position) from approximately January 2021, and
4 worked until his termination in approximately November 2023. At all relevant times herein,
5 Plaintiff Juan Fernando Merendon-Cerega worked as a sanitation worker for Defendants at their
6 facilities located in Salinas, California.

7 11. Throughout Plaintiffs’ employment with Defendants, Defendants’ timekeeping
8 policies and/or practices resulted in Plaintiffs and other non-exempt employees not being
9 compensated for all hours actually worked, whether by rounding, time-shaving, or otherwise.
10 Upon information and belief, Defendants required Plaintiffs and other non-exempt employees to
11 sign a sign-in sheet indicating that they were present for their scheduled workday and indicate
12 their job position; however, Defendants failed to record the actual start and end times of Plaintiffs’
13 work shifts. Upon information and belief, Defendants’ supervisors recorded the hours worked for
14 Plaintiffs and other non-exempt employees and did not always accurately record the hours
15 worked, resulting in a failure to compensate for all hours actually worked. As a result, Plaintiffs
16 and other non-exempt employees were not compensated for all earned minimum and overtime
17 wages.

18 12. Defendants failed to provide Plaintiffs and other non-exempt employees with all
19 legally compliant meal periods due to Defendants’ meal period policies/practices, which have
20 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
21 and missed meal periods. Specifically, Plaintiffs’ and other non-exempt employees’ meal periods
22 frequently commenced after the completion of five hours of work. Additionally, upon information
23 and belief, Defendants’ meal period policies/practices do not provide for a second meal period
24 for shifts in excess of 10.0 hours, nor were Plaintiffs and other non-exempt employees provided
25 with a second meal period for shifts over 10.0 hours. Moreover, Defendants do not keep accurate
26 records of Plaintiffs’ and other non-exempt employees’ hours worked, including time records
27 showing when employees take their meal periods. Defendants did not require Plaintiffs and other
28 non-exempt employees to record their meal periods. Instead, upon information and belief,

Defendants automatically deducted 30 minutes from the total hours worked for each shift worked regardless of whether the employee took a timely, full 30-minute compliant meal period. On those occasions when Plaintiffs were not provided with all legally compliant meal periods to which he was entitled, Defendants failed to always compensate Plaintiffs with the required meal period premium(s) for each workday there was a meal period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of meal period premium payments as required by Labor Code § 226.7, in the event that a legally compliant meal period was not provided to their non-exempt employees.

13. Plaintiffs and other non-exempt employees were not authorized and permitted to take all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to authorize and permit a net 10-minute rest period for every four hours worked, or major fraction thereof. Plaintiffs and other non-exempt employees were not able to take their legally compliant rest breaks due to work demands imposed by Defendants. Additionally, although Plaintiffs and other non-exempt employees occasionally worked shifts in excess of 10.0 hours, Plaintiffs and other non-exempt employees were not authorized and permitted a third rest period during shifts in excess of 10.0 hours. On those occasions when Plaintiffs were not authorized and permitted to take all legally compliant rest periods to which they were entitled, Defendants failed to always compensate Plaintiffs with the required rest period premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7. Upon information and belief, Defendants maintained no mechanism for the payment of rest period premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest period was not authorized and permitted to their non-exempt employees.

14. As a result of Defendants' failure to pay all minimum and overtime wages and failure to pay all meal and rest period premium wages, Defendants maintained inaccurate payroll records and issued inaccurate wage statements to Plaintiffs and other non-exempt employees. As a further result of Defendants' failure to pay all minimum and overtime wages and failure to pay all meal and rest period premium wages, Defendants failed to timely pay all final wages to Plaintiffs and other former employees upon their separation of employment from Defendants.

1 15. At all times relevant herein, as part of Defendants’ illegal payroll policies and
2 practices to deprive their non-exempt employees of all wages earned and due, Defendants failed
3 to permit Plaintiffs and other aggrieved employees to take recovery periods as required under Cal.
4 Lab. Code § 226.7 and California Code of Regulations, Title 8, Section 3395. Defendants were
5 and are required to provide recovery or “cooldown” periods to non-exempt employees like
6 Plaintiffs and their coworkers, who work outdoors performing manual labor, in order to prevent
7 heat illness.

8 16. Plaintiffs and the other aggrieved employees work outdoors, performing intense
9 manual labor outdoors. The work is performed over the course of many hours in temperatures
10 regularly exceeding 80 degrees Fahrenheit, and often up to 100 degrees Fahrenheit. Despite these
11 work conditions, Defendants failed to implement an adequate policy or practice of providing
12 recovery periods to their non-exempt employees. Defendants have similarly failed to make any
13 effort to comply with heat illness prevention regulations by providing places of shade for recovery
14 periods or by supplying sufficient amounts of drinking water. For example, there were times when
15 Defendants did not provide Plaintiffs and the other aggrieved employees with drinking water
16 during an entire workweek. As with meal and rest breaks, Defendants did not provide Plaintiffs
17 and aggrieved employees with any written documents informing them of their rights to take
18 recovery periods, and thus they did not take them.

19 17. Defendants further violated Cal. Lab. Code § 226.7, and the California Unfair
20 Competition Law, Cal. Bus. & Prof. Code §§ 17200 *et. seq.*, by failing to pay Plaintiffs and
21 aggrieved employees who were not provided with a recovery period, one additional hour of
22 compensation at the proper regular rate of pay for each workday that a recovery period was not
23 provided.

24 18. Pursuant to California Labor Code §246, any employee who works in the State of
25 California and who works more than “30 or more days within a year ... is entitled to be paid sick
26 days ...” Labor Code §246(i) requires an employer to provide an employee with “written notice”
27 that sets for the “amount of sick leave available” on the employee’s wage statement pursuant to
28 Labor Code §226 or “..., in a separate writing provided on the designated pay date with the

employee's payment of wages.”

19. Defendants failed to comply with Labor Code Section §246 by not providing Plaintiffs and the other aggrieved employees with sick pay. Defendant also failed to comply with Labor Code §246(i) by not providing Plaintiffs and the other aggrieved employees with their available sick leave and balance of sick leave. As such, Defendants have violated California Labor Code § 246.

20. During the Statute of Limitations Period, Plaintiffs are informed and believe that from January 1, 2022, through the present, Defendants employed twenty-six (26) or more aggrieved employees.

21. Defendant failed to provide 80 hours of COVID-19 Supplemental Paid Sick leave and compensate aggrieved employees at their regular rate of pay for supplemental sick leave, i.e., their highest regular rate of pay, taking into consideration non-discretionary bonuses, etc., in violation of California Labor Code § 248.1(b)(3)(A) and §248.6. Defendants also failed to provide COVID-19 Supplemental Sick Leave to aggrieved employees in addition to regular sick leave, in violation of California Labor Code § 248.1(b)(2)(D). Defendants also failed to accurately reflect any offset and/or the current amount of COVID-19 Supplemental Sick Leave available to aggrieved employees on their wage statements, in violation of California Labor Code §§ 248.1(b)(2)(D), 248.2, 248.6, or provide a separate handout to Plaintiffs and the other aggrieved employees depicting the amount of COVID-19 supplemental sick leave amounts available and taken.

22. During the statute of limitations period, Defendant failed to provide: “Suitable resting facilities shall be provided in an area separate from the toilet rooms and shall be available to employees during work hours.”

23. Defendant has failed to provide suitable resting facilities by not providing a break room, or any other appropriate designated area on the work premises, where Plaintiffs and the other aggrieved employees could take meal periods and rest breaks. Moreover, when aggrieved employees were out in the field, Defendant failed to provide suitable resting facilities such as seats, tents, portable toilets or other similar devices to Plaintiffs and the other aggrieved

employees.

24. During the applicable statute of limitation period, Defendants failed to provide suitable seating for Plaintiff Juan Fernando Merendon-Cerega and the other aggrieved employees. Defendants were required to provide suitable seating to Plaintiffs and the other aggrieved employees as follows:

“(A) All working employees shall be provided with suitable seats

when the nature of the work reasonably permits the use of seats.

(B) When employees are not engaged in the active duties of their employment and the

nature of the work requires standing, an adequate number of suitable seats shall be

placed in reasonable proximity to the work area and employees shall be permitted to

use such seats when it does not interfere with the performance of their duties.”

25. Defendants have failed to provide suitable seating by not providing any seats or stools in the fields and in other locations worked by Plaintiff Juan Fernando Merendon-Cerega and other aggrieved employees. The nature of the work reasonably permits the use of seats when working. To the extent that the use of seats could interfere with their work duties, at all times herein it is and has been reasonable for Defendants to place seats in reasonable proximity to the areas worked by Plaintiff Juan Fernando Merendon-Cerega and other aggrieved employees when doing so would not interfere with their job duties.

26. California Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of her his or her duties, or of his or her obedience to the directions of the employer.

27. During the statute of limitations period, Defendant required Plaintiffs and other aggrieved employees to indemnify them for safety equipment and personal protective equipment during the COVID-19 pandemic, in violation of California Labor Code §§226, 2802 and the applicable IWC Wage Order §9. This resulted in gross underpayment of Plaintiffs’ and other aggrieved employees’ actual gas/mileage expenditures.

28. Based on the foregoing, Plaintiffs seek to represent themselves and all aggrieved employees, as defined by Labor Code § 2699(c).

1 **FIRST CAUSE OF ACTION**

2 **PRIVATE ATTORNEYS GENERAL ACT**

3 **(AGAINST ALL DEFENDANTS)**

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

5 30. Defendants have committed several Labor Code violations against Plaintiffs and
6 other aggrieved employees. Plaintiffs, “aggrieved employees” within the meaning of Labor Code
7 § 2698 *et seq.*, acting on behalf of themselves and other aggrieved employees, bring this
8 representative action against Defendants to recover the civil penalties due to Plaintiffs, other
9 aggrieved employees, and the State of California according to proof pursuant to Labor Code §
10 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for
11 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
12 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
13 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
14 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
15 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
16 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
17 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
18 each initial violation and \$200 for each subsequent violation per employee per pay period for
19 those violations of the Labor Code for which no civil penalty is specifically provided, based on
20 the following Labor Code violations:

21 a. Failing to pay minimum wages for all hours worked to Plaintiffs and other
22 aggrieved employees in violation of Labor Code §§ 1182.12, 1194, 1194.2, and
23 1197;

24 b. Failing to pay Plaintiffs and other aggrieved employees all earned overtime
25 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198;

26 c. Failing to provide all legally required meal periods, and failure to pay meal period
27 premium wages, to Plaintiffs and other aggrieved employees at the regular rate of
28 compensation in violation of Labor Code §§ 226.7, 512, 558 and 1198;

- d. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiffs and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, 558 and 1198;
- e. Failing to furnish Plaintiff and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- f. Failing to timely pay all final wages and compensation earned by Plaintiffs and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- g. Failing to pay Plaintiffs and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- h. Failing to maintain accurate records on behalf of Plaintiffs and other aggrieved employees in violation of Labor Code § 1174 and 1198;
- i. Failing to permit Plaintiffs and other aggrieved employees to take recovery periods in violation of Labor Code § 226.7;
- j. Failing to provide Plaintiffs and other aggrieved employees with sick pay in violation of Labor Code § 246(i); and
- k. Failing to provide 80 hours of COVID-19 Supplemental Paid Sick leave to Plaintiffs and other aggrieved employees at their regular rates of pay for supplemental sick leave in violation of Labor Code §§ 248.1(b)(3)(A), 248.1(b)(2)(D) and § 248.6.

31. On November 28, 2023, Plaintiff Juan Fernando Merendon-Cerega 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 Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 30 (a)-(k). On February 23, 2024, Plaintiff Adrian Cuevas-Granados 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 Plaintiff's intent to bring a claim for civil penalties under California Labor Code § 2698 *et seq.* with respect to the violations of the California Labor Code identified in Paragraph 30 (a)-(h). Now that sixty-five days have passed from Plaintiffs notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiffs have exhausted their administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

32. Based on the foregoing, Plaintiffs seek to represent themselves and all Aggrieved Employees, as defined by Labor Code § 2699(c).

33. Plaintiffs were compelled to retain the services of counsel to file this court action to protect their interests and the interests of other 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, jointly and severally, as follows:

1. Upon the First Cause of Action, for civil penalties due to Plaintiffs, 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 Labor Code

1 violations identified in Paragraph 52 (a)-(k);

2 2. On all causes of action, for attorneys' fees and costs as provided by Labor Code
3 2699(g); and Code of Civil Procedure § 1021.5; and

4 3. For such other and further relief, the Court may deem just and proper.

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6 Dated: May 14, 2025

Respectfully submitted,
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9 By:



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