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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SANTA BARBARA

GILDARDO GARCIA, an individual, on behalf
of Plaintiff, and on behalf of all persons
similarly situated,

Plaintiff,

v.

CENTRAL CITY HARVESTING, INC, a
California corporation; LEGACY GROWERS,
LLC, a California limited liability company;
and DOES 1-50, Inclusive,

Defendants.

Case No: 26CV02854

**FIRST AMENDED CLASS ACTION
COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION
OF CAL. BUS. & PROF. CODE §17200 *et*
seq;
- 2) FAILURE TO PAY MINIMUM WAGES IN
VIOLATION OF CAL. LAB. CODE §§
1194, 1197 & 1197.1;
- 3) FAILURE TO PAY OVERTIME WAGES
IN VIOLATION OF CAL. LAB. CODE §§
510, *et seq*;
- 4) FAILURE TO PROVIDE REQUIRED
MEAL PERIODS IN VIOLATION OF
CAL. LAB. CODE §§ 226.7 & 512 AND
THE APPLICABLE IWC WAGE ORDER;
- 5) FAILURE TO PROVIDE REQUIRED
REST PERIODS IN VIOLATION OF CAL.
LAB. CODE §§ 226.7 & 512 AND THE
APPLICABLE IWC WAGE ORDER;
- 6) FAILURE TO PROVIDE ACCURATE
ITEMIZED STATEMENTS IN
VIOLATION OF CAL. LAB. CODE § 226;
- 7) FAILURE TO PROVIDE WAGES WHEN
DUE IN VIOLATION OF CAL. LAB.
CODE §§ 201, 202 AND 203;

1 8) FAILURE TO REIMBURSE EMPLOYEES
2 FOR REQUIRED EXPENSES IN
3 VIOLATION OF CAL. LAB. CODE § 2802;
4 9) VIOLATIONS OF THE PRIVATE
5 ATTORNEYS GENERAL ACT [LABOR
6 CODE §§ 2698 ET SEQ.]

7 **DEMAND FOR A JURY TRIAL**

8 PLAINTIFF GILDARDO GARCIA (“PLAINTIFF”), an individual, on behalf of
9 PLAINTIFF and all other similarly situated current and former employees, alleges on information
10 and belief, except for their own acts and knowledge which are based on personal knowledge, the
11 following:

12 **PRELIMINARY ALLEGATIONS**

13 1. Defendant CENTRAL CITY HARVESTING, INC. (“DEFENDANT CCH”) is a
14 California corporation that at all relevant times mentioned herein conducted and continues to
15 conduct substantial and regular business throughout California.

16 2. DEFENDANT CCH owns and operates a Farm Labor Contractor business in
17 California, including the County of Santa Barbara, where PLAINTIFF worked.

18 3. Defendant LEGACY GROWERS, LLC (“DEFENDANT LG”) is a California
19 limited liability company that at all relevant times mentioned herein conducted and continues to
20 conduct substantial and regular business throughout California.

21 4. DEFENDANT LG owns and operates a Farming Business in California, including
22 the County of Santa Barbara, where PLAINTIFF worked.

23 5. The true names and capacities, whether individual, corporate, subsidiary,
24 partnership, associate or otherwise of DOES 1 through 50, inclusive, are presently unknown to
25 PLAINTIFF, by such fictitious names pursuant to California Civil Procedure Code Section 474.
26 PLAINTIFF will seek leave to amend this First Amended Complaint to allege the true names and
27 capacities of DOES 1 through 50, inclusive, when they are ascertained.

28 6. PLAINTIFF is informed and believes, and based upon that information and belief
alleges, that the DEFENDANTS, inclusive of Defendant CCH, Defendant LG, and DOES 1 through

1 50 (hereinafter collectively “DEFENDANTS”), named in this First Amended Complaint, are
2 responsible in some manner for one or more of the events and happenings that proximately caused
3 the injuries and damages hereinafter alleged.

4 7. PLAINTIFF alleges that at all times relevant herein, DEFENDANT CCH,
5 DEFENDANT LG and DOES 1-50, and each of them, were the agents, managers joint venturers,
6 joint employers, representatives, servants, employees, successors in interest, predecessors in
7 interest, co-conspirators, and/or assigns of each other, and at all times relevant hereto, where acting
8 the course and scope of their authority as such agents, managers, joint venturers, joint employers,
9 representatives, servants, employees, successors in interest, predecessors in interest, co-
10 conspirators, and/or assigns, and all acts or omissions alleged herein were duly committed with the
11 ratification, knowledge, permission, encouragement, authorization, and/or consent of each
12 DEFENDANT CCH and/or DEFENDANT LG, inclusive of DOES 1 through 50.

13 8. PLAINTIFF further alleges that DEFENDANTS, and each of them, directly or
14 indirectly controlled or affected the working conditions, wages, working hours, and conditions of
15 employment of PLAINTIFF and the other CALIFORNIA CLASS as defined *infra*, so as to make
16 each of the DEFENDANTS joint employers liable under the statutory provisions set forth herein

17 9. PLAINTIFF further alleges that DEFENDANT CCH, DEFENDANT LG and
18 DOES 1 through 25 (hereinafter collectively referred to as “ALTER EGO DEFENDANTS”) were
19 the agents, managers, director, majority shareholders, joint venturers, joint employers,
20 representatives, servants, employees, successors in interest, predecessors in interest, co-
21 conspirators, and/or assigns of each other, and that there existed such a unity of interest and
22 ownership among the ALTER EGO DEFENDANTS, such that any individuality or separateness
23 between the entities or individuals has ceased.

24 10. Consequently, PLAINTIFF herein alleges that the ALTER EGO DEFENDANTS
25 are the alter ego of each other, and that adherence to the fiction of the separate existence of the
26 ALTER EGO DEFENDANTS would permit an abuse of the corporate privilege and would promote
27 injustice by protecting ALTER EGO DEFENDANTS from liability for the wrongful acts
28 committed by them.

1 11. PLAINTIFF further alleges that the ALTER EGO DEFENDANTS' various separate
2 corporate entities are used by an individual or individuals, or by another corporation, to accomplish
3 inequitable purposes, including to limit liability for the unlawful acts of the ALTER EGO
4 DEFENDANTS.

5 12. PLAINTIFF further alleges that there is such a unity of interest and ownership
6 between the ALTER EGO DEFENDANTS' various corporate entities and the individual or
7 individuals, or organization controlling those corporate entities that their separate personalities no
8 longer exist.

9 13. PLAINTIFF was employed by DEFENDANTS in California from September
10 2023 to December 2025, as a non-exempt employee, paid on a piece-rate basis, and entitled to the
11 legally required meal and rest periods and payment of minimum and overtime wages due for all
12 time worked. PLAINTIFF was paid by piece-rate only while he was harvesting crops for
13 DEFENDANTS in accordance with DEFENDANTS' compensation package. Importantly,
14 PLAINTIFF was not provided with minimum wages for his non-production work time.
15 PLAINTIFF also did not receive paid rest breaks as required by California law. DEFENDANTS
16 failed to pay PLAINTIFF the correct amount of compensation because DEFENDANTS
17 established an illegal pay practice of paying PLAINTIFF on a piece-rate basis when harvesting
18 crops assigned by DEFENDANTS. DEFENDANTS, however, failed to pay minimum wages for
19 compensable time worked, including time spent traveling between jobs. DEFENDANTS also
20 failed to pay PLAINTIFF any overtime wages for all overtime worked, thereby uniformly
21 resulting in PLAINTIFF being underpaid for all time worked during his employment, including
22 overtime worked. To date, DEFENDANTS have not fully and timely paid the PLAINTIFF for all
23 his wages still owed to him or any penalty wages owed to him under California Labor Code §
24 203.

25 14. PLAINTIFF reserves the right to seek leave to amend this First Amended Complaint
26 to add new Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La*
27 *Sala v. American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.
28

1 15. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California
2 class, defined as all persons who are or previously were employed by DEFENDANT CCH and/or
3 DEFENDANT LG and/or Does 1-50, in California and classified as non-exempt employees,
4 including those who were paid in whole or in part on a piece rate basis (the "CALIFORNIA
5 CLASS") at any time during the period beginning four (4) years prior to the filing of the original
6 Complaint and ending on the date as determined by the Court (the "CLASS PERIOD"). The
7 amount in controversy for the aggregate claim of the CALIFORNIA CLASS members is under five
8 million dollars (\$5,000,000.00).

9 16. PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a CALIFORNIA
10 CLASS in order to fully compensate the CALIFORNIA CLASS for their losses incurred during the
11 CLASS PERIOD caused by DEFENDANTS' uniform policy and practice which failed to lawfully
12 compensate these employees. DEFENDANTS' uniform policy and practice alleged herein was an
13 unlawful, unfair, and deceptive business practice whereby DEFENDANTS retained and continue
14 to retain wages due to PLAINTIFF and the other members of the CALIFORNIA CLASS.
15 PLAINTIFF and the other members of the CALIFORNIA CLASS seek an injunction enjoining
16 such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and the other
17 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
18 past and current unlawful conduct, and all other appropriate legal and equitable relief.

19 17. The agents, servants and/or employees of DEFENDANTS and each of them acting
20 on behalf of DEFENDANTS acted within the course and scope of his, her or its authority as the
21 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct
22 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.
23 Consequently, the acts of each DEFENDANTS are legally attributable to the other DEFENDANTS
24 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of
25 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the
26 DEFENDANTS' agents, servants and/or employees.

27 18. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
28 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated

1 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any provision
2 regulating hours and days of work in any order of the Industrial Welfare Commission and, as such,
3 are subject to civil penalties for each underpaid employee, as set forth in Labor Code Section 558,
4 at all relevant times.

5 19. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of
6 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,
7 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any
8 employee a wage less than the minimum fixed by California state law, and as such, are subject to
9 civil penalties for each underpaid employee.

10 20. DEFENDANTS' uniform policies and practices alleged herein were unlawful,
11 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain
12 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

13 21. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction
14 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other
15 members of the CALIFORNIA CLASS who have been economically injured by DEFENDANTS'
16 past and current unlawful conduct, and all other appropriate legal and equitable relief.

17 **JURISDICTION AND VENUE**

18 22. This Court has jurisdiction over this Action pursuant to California Code of Civil
19 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action
20 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of
21 DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

22 23. Venue is proper in this Court pursuant to California Code of Civil Procedure,
23 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ
24 the CALIFORNIA CLASS across California, including in this county, and committed the wrongful
25 conduct herein alleged in this county against the CALIFORNIA CLASS.

26 **THE CONDUCT**

27 24. In violation of the applicable sections of the California Labor Code and the
28 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a

1 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically
2 failed to provide legally compliant meal and rest periods, failed to accurately compensate
3 PLAINTIFF and the other members of the CALIFORNIA CLASS for missed meal and rest periods,
4 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,
5 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-
6 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS
7 overtime at the correct regular rate of pay, failed to compensate PLAINTIFF and the other members
8 of the CALIFORNIA CLASS meal and rest premiums at the regular rate of pay, failed to pay
9 PLAINTIFF and the other members of the CALIFORNIA CLASS redeemed sick pay at the regular
10 rate of pay, failed to reimburse PLAINTIFF and the other members of the CALIFORNIA CLASS
11 for business expenses, and failed to issue to PLAINTIFF and the other members of the
12 CALIFORNIA CLASS with accurate itemized wage statements showing, among other things, all
13 applicable hourly and/or piece rates in effect during the pay periods and the corresponding amount
14 of time worked at each hourly and/or piece rates. Importantly, PLAINTIFF was not provided with
15 minimum wages for all of his non-harvesting time worked when DEFENDANTS only paid
16 PLAINTIFF and other CALIFORNIA CLASS members a flat piece rate job, regardless of how
17 many hours were worked, and regardless of how much time was spent working before and after
18 each job. PLAINTIFF also did not receive compliant meal breaks as required by California law
19 when being paid a piece rate by DEFENDANT. DEFENDANTS' uniform policies and practices
20 are intended to purposefully avoid the accurate and full payment for all time worked as required by
21 California law which allows DEFENDANTS to illegally profit and gain an unfair advantage over
22 competitors who comply with the law. To the extent equitable tolling operates to toll claims by the
23 CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be adjusted
24 accordingly.

25 **A. Meal Period Violations**

26 25. Pursuant to the Industrial Welfare Commission Wage Orders, DEFENDANTS were
27 required to pay PLAINTIFF and CALIFORNIA CLASS members for all their time worked,
28 meaning the time during which an employee is subject to the control of an employer, including all

1 the time the employee is suffered or permitted to work. From time to time during the CLASS
2 PERIOD, DEFENDANTS required PLAINTIFF and CALIFORNIA CLASS members to work
3 without paying them for all the time they were under DEFENDANTS' control. Specifically,
4 DEFENDANTS required PLAINTIFF to work while clocked out during what was supposed to be
5 PLAINTIFFS' off-duty meal break. Indeed, there were many days when PLAINTIFF did not even
6 receive a partial lunch. As a result, PLAINTIFF and other CALIFORNIA CLASS members
7 forfeited minimum wage and overtime compensation by regularly working without their time being
8 accurately recorded and without compensation at the applicable minimum wage and overtime rates.
9 DEFENDANTS' uniform policy and practice not to pay PLAINTIFF and other CALIFORNIA
10 CLASS members for all time worked is evidenced by DEFENDANTS' business records.

11 26. From time to time during the CLASS PERIOD, as a result of their rigorous work
12 schedules and DEFENDANTS' inadequate staffing practices, PLAINTIFF and other
13 CALIFORNIA CLASS members are from time to time unable to take thirty (30) minute off-duty
14 meal breaks and were not fully relieved of duty for their meal periods. PLAINTIFF and other
15 CALIFORNIA CLASS members are required to perform work as ordered by DEFENDANTS for
16 more than five (5) hours during some shifts without receiving a meal break. Further,
17 DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with a second
18 off-duty meal period for some workdays in which DEFENDANTS require these employees to work
19 ten (10) hours of work. The nature of the work performed by PLAINTIFF and other CALIFORNIA
20 CLASS members does not qualify for the limited and narrowly construed "on-duty" meal period
21 exception. When they were provided with meal periods, PLAINTIFF and other CALIFORNIA
22 CLASS members were, from time to time, required to remain on premises, on duty and on call.
23 DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with
24 legally required meal breaks is evidenced by DEFENDANTS' business records. As a result of their
25 rigorous work schedules and DEFENDANTS' inadequate staffing, PLAINTIFF and other members
26 of the CALIFORNIA CLASS therefore forfeit meal breaks without additional compensation and in
27 accordance with DEFENDANTS' strict corporate policy and practice.

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1 **B. Rest Period Violations**

2 27. From time to time during the CLASS PERIOD, PLAINTIFF and other
3 CALIFORNIA CLASS members were also required to work in excess of four (4) hours without
4 being provided ten (10) minute rest periods as a result of their rigorous work requirements and
5 DEFENDANTS' inadequate staffing. Further, for the same reasons, these employees were denied
6 their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four
7 (4) hours from time to time, a first and second rest period of at least ten (10) minutes for some shifts
8 worked of between six (6) and eight (8) hours from time to time, and a first, second and third rest
9 period of at least ten (10) minutes for some shifts worked of ten (10) hours or more from time to
10 time. When they were provided with rest breaks, PLAINTIFF and other CALIFORNIA CLASS
11 members were, from time to time, required to remain on premises, on duty and/or on call.
12 PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour
13 wages *in lieu* thereof. DEFENDANTS did not have a policy or practice which paid for off-duty rest
14 periods to PLAINTIFF and the other CALIFORNIA CLASS Members when they were paid piece
15 rate pay only. As a result of their rigorous work schedules and DEFENDANTS' inadequate staffing,
16 PLAINTIFF and other CALIFORNIA CLASS members were from time to time denied their proper
17 rest periods by DEFENDANTS and DEFENDANTS' managers.

18 **C. Unreimbursed Business Expenses**

19 28. DEFENDANTS as a matter of corporate policy, practice, and procedure,
20 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF
21 and the other CALIFORNIA CLASS members for required business expenses incurred by the
22 PLAINTIFF and other CALIFORNIA CLASS members in direct consequence of discharging their
23 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are
24 required to indemnify employees for all expenses incurred in the course and scope of their
25 employment. California Labor Code Section 2802 expressly states that "an employer shall
26 indemnify his or her employee for all necessary expenditures or losses incurred by the employee
27 in direct consequence of the discharge of his or her duties, or of his or her obedience to the
28

1 directions of the employer, even though unlawful, unless the employee, at the time of obeying the
2 directions, believed them to be unlawful.”

3 29. In the course of their employment, DEFENDANTS required PLAINTIFF and other
4 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell
5 phones, vehicles, and for the maintenance of their work uniforms, as a result of and in furtherance
6 of their job duties. Specifically, PLAINTIFF and other CALIFORNIA CLASS members were
7 required to use their personal cell phones, vehicles, and maintain their work uniforms, in order to
8 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse
9 PLAINTIFF and other CALIFORNIA CLASS members for the use of their personal cell phones,
10 vehicles, and maintenance of their work uniforms. As a result, in the course of their employment
11 with DEFENDANTS, the PLAINTIFF and other CALIFORNIA CLASS members incurred
12 unreimbursed business expenses that included, but were not limited to, costs related to the use of
13 their personal cell phones, vehicles, and maintenance of their work uniforms, all on behalf of and
14 for the benefit of DEFENDANTS.

15 **D. Wage Statement Violations**

16 30. California Labor Code Section 226 required an employer to furnish its employees
17 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours
18 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,
19 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the
20 name of the employee and only the last four digits of the employee’s social security number or an
21 employee identification number other than a social security number, (8) the name and address of
22 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay
23 period and the corresponding number of hours worked at each hourly rate by the employee.

24 31. From time to time during the CLASS PERIOD, when PLAINTIFF and other
25 CALIFORNIA CLASS members missed meal and rest breaks, or were paid inaccurately for missed
26 meal and rest period premiums, or were not paid for all hours worked, DEFENDANTS also failed
27 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate
28 wage statements which failed to show, among other things, all deductions, the total hours worked

1 and all applicable hourly rates in effect during the pay period and the corresponding amount of time
2 worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest
3 periods.

4 32. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide
5 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with
6 California Labor Code Section 226.

7 33. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS
8 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,
9 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an
10 unintentional payroll error due to clerical or inadvertent mistake.

11 **E. Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations**

12 34. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and
13 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS
14 for all hours worked.

15 35. During the CLASS PERIOD, from time-to-time DEFENDANTS required
16 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift
17 work, including but not limited to, traveling to and from job sites. This resulted in PLAINTIFF and
18 other CALIFORNIA CLASS members having to work while off-the-clock.

19 36. DEFENDANTS directed and directly benefited from the undercompensated off-the-
20 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

21 37. DEFENDANTS controlled the work schedules, duties, and protocols, applications,
22 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS
23 members.

24 38. DEFENDANTS were able to track the amount of time PLAINTIFF and the other
25 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to
26 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all
27 wages earned and owed for all the work they performed.

28 ///

1 39. PLAINTIFF and the other members of the CALIFORNIA CLASS were non-exempt
2 employees, subject to the requirements of the California Labor Code.

3 40. DEFENDANTS' policies and practices deprived PLAINTIFF and the other
4 CALIFORNIA CLASS members of all minimum regular, overtime, and double time wages owed
5 for the off-the-clock work activities. Because PLAINTIFF and the other members of the
6 CALIFORNIA CLASS typically worked over forty (40) hours in a workweek, and more than eight
7 (8) hours per day, DEFENDANTS' policies and practices also deprived them of overtime pay.

8 41. DEFENDANTS knew or should have known that PLAINTIFFS' and the other
9 CALIFORNIA CLASS members' off-the-clock work was compensable under the law.

10 42. From time-to-time during the CALIFORNIA CLASS PERIOD, PLAINTIFF and
11 the CALIFORNIA CLASS were paid in part on a piece-rate basis. In those instances where
12 PLAINTIFF and the CALIFORNIA CLASS were paid in part on a piece-rate basis, PLAINTIFF
13 and the CALIFORNIA CLASS were entitled to be separately compensated for all non-productive
14 time at an hourly rate that is no less than the applicable minimum wage. Notwithstanding, in those
15 instances where PLAINTIFF and the CALIFORNIA CLASS were paid in part on a piece-rate basis,
16 DEFENDANTS failed to separately compensate PLAINTIFF and the CALIFORNIA CLASS for
17 all non-productive time, including but not limited to, paid rest periods, at an hourly rate that is no
18 less than the applicable minimum wage.

19 43. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
20 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control, and benefit
21 for the time spent working while off-the-clock, including but not limited to, traveling to and from
22 job sites. DEFENDANTS' uniform policy and practice to not pay PLAINTIFF and the members
23 of the CALIFORNIA CLASS wages for all hours worked in accordance with applicable law is
24 evidenced by DEFENDANTS' business records.

25 **F. Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and**
26 **Redeemed Sick Pay**

27 44. From time to time during the CLASS PERIOD, DEFENDANTS failed and
28 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS

1 members for their overtime and double time hours worked, meal and rest period premiums, and
2 redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA CLASS members
3 forfeited wages due to them for working overtime without compensation at the correct overtime
4 and double time rates, meal and rest period premiums, and redeemed sick pay rates.
5 DEFENDANTS' uniform policy and practice not to pay the CALIFORNIA CLASS members at
6 the correct rate for all overtime and double time worked, meal and rest period premiums, and sick
7 pay in accordance with applicable law is evidenced by DEFENDANTS' business records.

8 45. State law provides that employees must be paid overtime at one-and-one-half times
9 their "regular rate of pay." PLAINTIFF and other CALIFORNIA CLASS members were
10 compensated at an hourly rate plus incentive pay that was tied to specific elements of an employee's
11 performance.

12 46. The second component of PLAINTIFF'S and other CALIFORNIA CLASS
13 members' compensation was DEFENDANTS' non-discretionary incentive program that paid
14 PLAINTIFF and other CALIFORNIA CLASS members incentive wages based on their
15 performance for DEFENDANTS. The non-discretionary bonus program provided all employees
16 paid on an hourly basis with bonus compensation when the employees met the various performance
17 goals set by DEFENDANTS.

18 47. However, from time to time, when calculating the regular rate of pay in those pay
19 periods where PLAINTIFF and other CALIFORNIA CLASS members worked overtime, double
20 time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-
21 discretionary bonuses, DEFENDANTS failed to accurately include the non-discretionary bonus
22 compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked
23 rather than just all non-overtime hours worked. Management and supervisors described the
24 incentive/bonus program to potential and new employees as part of the compensation package. As
25 a matter of law, the incentive compensation received by PLAINTIFF and other CALIFORNIA
26 CLASS members must be included in the "regular rate of pay." The failure to do so has resulted in
27 a systematic underpayment of overtime and double time compensation, meal and rest period
28 premium payments, and redeemed sick pay to PLAINTIFF and other CALIFORNIA CLASS

1 members by DEFENDANTS. Specifically, California Labor Code Section 246 mandates that paid
2 sick time for non-exempt employees shall be calculated in the same manner as the regular rate of
3 pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the
4 employee actually works overtime in that workweek. DEFENDANTS' conduct, as articulated
5 herein, by failing to include the incentive compensation as part of the "regular rate of pay" for
6 purposes of sick pay compensation was in violation of California Labor Code Section 246, the
7 underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or
8 204.

9 48. In violation of the applicable sections of the California Labor Code and the
10 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a
11 matter of company policy, practice, and procedure, intentionally and knowingly failed to
12 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate
13 of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick
14 pay as required by California law which allowed DEFENDANTS to illegally profit and gain an
15 unfair advantage over competitors who complied with the law. To the extent equitable tolling
16 operates to toll claims by the CALIFORNIA CLASS members against DEFENDANTS, the CLASS
17 PERIOD should be adjusted accordingly.

18 **G. Unlawful Deductions**

19 49. DEFENDANTS, from time-to-time, unlawfully deducted wages from
20 PLAINTIFF'S and CALIFORNIA CLASS members' pay without explanations and without
21 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a
22 result, DEFENDANTS violated Labor Code Section 221.

23 **H. Timekeeping Manipulation**

24 50. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an
25 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of
26 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the
27 CALIFORNIA CLASS worked each day, including regular time, overtime hours, sick pay, meal
28 and rest breaks. As a result, DEFENDANTS were able to and did in fact, unlawfully, and

1 unilaterally alter the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and
2 other members of the CALIFORNIA CLASS in order to avoid paying these employees for all
3 hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and
4 missed rest breaks.

5 51. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from
6 time to time, forfeited time worked by working without their time being accurately recorded and
7 without compensation at the applicable pay rates.

8 52. The mutability of the timekeeping system also allowed DEFENDANTS to alter
9 employee time records by recording fictitious thirty (30) minute meal breaks in DEFENDANTS'
10 timekeeping system to create the appearance that PLAINTIFF and other members of the
11 CALIFORNIA CLASS clocked out for thirty (30) minute meal breaks when, in fact, the employees
12 were not provided an off-duty meal break at all times. This practice is a direct result of
13 DEFENDANTS' uniform policy and practice of denying employees uninterrupted thirty (30)
14 minute off-duty meal breaks each day or otherwise failing to compensate them for missed meal
15 breaks.

16 53. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS
17 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit
18 for the time that DEFENDANTS' timekeeping system was inoperable. DEFENDANTS' uniform
19 policy and practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages
20 for all hours worked in accordance with applicable law is evidenced by DEFENDANTS' business
21 records.

22 **I. Unlawful Rounding Practices**

23 54. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place
24 an immutable timekeeping system to accurately record and pay PLAINTIFF and other
25 CALIFORNIA CLASS members for the actual time these employees worked each day, including
26 overtime hours. Specifically, DEFENDANTS had in place an unlawful rounding policy and
27 practice that resulted in PLAINTIFF and CALIFORNIA CLASS members being
28 undercompensated for all their time worked. As a result, DEFENDANTS were able to and did in

1 fact unlawfully and unilaterally round the time recorded in DEFENDANTS' timekeeping system
2 for PLAINTIFF and the members of the CALIFORNIA CLASS in order to avoid paying these
3 employees for all their time worked, including the applicable overtime compensation for overtime
4 worked. As a result, PLAINTIFF and other CALIFORNIA CLASS members, from time to time,
5 forfeited compensation for their time worked by working without their time being accurately
6 recorded and without compensation at the applicable overtime rates.

7 55. Further, the mutability of DEFENDANTS' timekeeping system and unlawful
8 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time
9 being inaccurately recorded. As a result, from time to time, DEFENDANTS' unlawful rounding
10 policy and practice caused PLAINTIFF and CALIFORNIA CLASS members to perform work as
11 ordered by DEFENDANTS for more than five (5) hours during a shift without receiving an off-
12 duty meal break.

13 **J. Violations for Untimely Payment of Wages**

14 56. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA
15 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF
16 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,
17 including, but not limited to, overtime wages, minimum wages, meal period premium wages, and
18 rest period premium wages within the permissible time period.

19 57. Pursuant to California Labor Code Section 201, "If an employer discharges an
20 employee, the wages earned and unpaid at the time of discharge are due and payable immediately."
21 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his
22 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee
23 has given 72 hours previous notice of his or her intention to quit, in which case the employee is
24 entitled to his or her wages at the time of quitting." PLAINTIFF and the CALIFORNIA CLASS
25 members were, from time to time, not timely provided the wages earned and unpaid at the time of
26 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201
27 and 202.

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1 58. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely
2 paying all wages due at time of termination for all CALIFORNIA CLASS members whose
3 employment ended during the CLASS PERIOD.

4 **K. Sick Pay Violations**

5 59. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or
6 after July 1, 2015, works in California for the same employer for 30 or more days within a year
7 from the commencement of employment is entitled to paid sick days as specified in this section.”
8 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.
9 From time to time, DEFENDANTS failed to have a policy or practice in place to provide
10 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick
11 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to
12 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

13 60. California Labor Code Section 246(i) requires an employer to furnish its employees
14 with written wage statements setting forth the amount of paid sick leave available. From time to
15 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF
16 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of
17 paid sick leave available.

18 **L. Reporting Time Violations**

19 61. Further, DEFENDANTS from time to time required PLAINTIFF and other
20 CALIFORNIA CLASS Members to report to work but were furnished less than half their scheduled
21 shift’s worth of work and were not paid reporting time pay as required by Cal. Code Regs., tit. 8 §
22 11040, subdivision(A). Specifically, Subdivision 5(A) states, “(A) Each workday an employee is
23 required to report for work and does report, but is not put to work or is furnished less than half said
24 employee’s usual or scheduled day’s work, the employee shall be paid for half the usual or
25 scheduled day’s work, but in no event for less than two (2) hours nor more than four (4) hours, at
26 the employee’s regular rate of pay, which shall not be less than the minimum wage.” In addition,
27 when DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS Members to engage
28 in additional work, this sometimes resulted in a second reporting for work in a single workday. In

1 such a circumstance of a second reporting for work in a single workday, DEFENDANTS failed to
2 pay these employees reporting time pay as required by Cal. Code Regs., tit. 8 § 11040. Subdivision
3 5(B) states: “If an employee is required to report for work a second time in any one workday and is
4 furnished less than two (2) hours of work on the second reporting, said employee shall be paid for
5 two (2) hours at the employee’s regular rate of pay, which shall be not less than the minimum
6 wage.” Cal. Code Regs., tit. 8 § 11040, subd. 5(B).

7 62. Specifically, as to PLAINTIFF, PLAINTIFF was from time to time unable to take
8 off-duty meal and rest breaks and was not fully relieved of duty for their rest and meal periods.
9 PLAINTIFF was required to perform work as ordered by DEFENDANTS for more than five (5)
10 hours during a shift without receiving an off-duty meal break. Further, DEFENDANTS failed to
11 provide PLAINTIFF with a second off-duty meal period each workday in which DEFENDANTS
12 required them to work ten (10) hours of work. When DEFENDANTS provided PLAINTIFF with
13 a rest break, they required PLAINTIFF to remain on premises, on-duty and on-call for the rest
14 break. DEFENDANTS’ policy caused PLAINTIFF to remain on premises, on-call and on-duty
15 during what was supposed to be their off-duty meal periods. PLAINTIFF therefore forfeited meal
16 and rest breaks without additional compensation and in accordance with DEFENDANTS’ strict
17 corporate policy and practice. Moreover, DEFENDANTS also provided PLAINTIFF with
18 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS
19 also failed to reimburse PLAINTIFF for required business expenses related to the personal
20 expenses incurred for the use of their personal cell phone, vehicle, and maintenance of their work
21 uniform, on behalf of and in furtherance of their employment with DEFENDANTS. To date,
22 DEFENDANTS have not fully paid PLAINTIFF the minimum, overtime and double time
23 compensation still owed to PLAINTIFF, or any penalty wages owed to PLAINTIFF under
24 California Labor Code Section 203. The amount in controversy for PLAINTIFF individually does
25 not exceed the sum or value of \$75,000.

26 **CLASS ACTION ALLEGATIONS**

27 63. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California
28 class defined as all persons who are or previously were employed by Defendant CCH and/or

1 Defendant LG in California and classified as non-exempt employees, including those who were
2 paid on a piece rate basis at any time during the period beginning four (4) years prior to the filing
3 of the original Complaint and ending on the date as determined by the Court.

4 64. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been
5 deprived of wages and penalties from unpaid wages earned and due, including but not limited to
6 unpaid minimum wages, unpaid overtime compensation, unpaid meal and rest period premiums,
7 illegal meal and rest period policies, failure to reimburse for business expenses, failure to
8 compensate for off-the-clock work, failure to provide accurate itemized wage statements, failure to
9 maintain required records, and interest, statutory and civil penalties, attorney's fees, costs, and
10 expenses.

11 65. The members of the class are so numerous that joinder of all class members is
12 impractical.

13 66. Common questions of law and fact regarding DEFENDANTS' conduct, including
14 but not limited to, off-the-clock work, unpaid meal and rest period premiums, failure to accurately
15 calculate the regular rate of pay for overtime compensation, failure to accurately calculate the
16 regular rate of compensation for missed meal and rest period premiums, failure to provide legally
17 compliant meal and rest periods, failure to reimburse for business expenses, failure to provide
18 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage and
19 overtime, exist as to all members of the class and predominate over any questions affecting solely
20 any individual members of the class. Among the questions of law and fact common to the class are:

- 21 a. Whether DEFENDANTS maintained legally compliant meal period policies and
22 practices;
- 23 b. Whether DEFENDANTS maintained legally compliant rest period policies and
24 practices;
- 25 c. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
26 members accurate premium payments for missed meal and rest periods;
- 27 d. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
28 members accurate overtime wages;

- 1 e. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS
2 members at least minimum wage for all hours worked;
- 3 f. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA
4 CLASS members for required business expenses;
- 5 g. Whether DEFENDANTS issued legally compliant wage statements;
- 6 h. Whether DEFENDANTS committed an act of unfair competition by systematically
7 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA
8 CLASS for all time worked;
- 9 i. Whether DEFENDANTS committed an act of unfair competition by systematically
10 failing to record all meal and rest breaks missed by PLAINTIFF and other
11 CALIFORNIA CLASS members, even though DEFENDANTS enjoyed the benefit
12 of this work, required employees to perform this work and permits or suffers to
13 permit this work;
- 14 j. Whether DEFENDANTS committed an act of unfair competition in violation of
15 California Business and Professions Code Sections 17200, *et seq.* (the “UCL”), by
16 failing to provide the PLAINTIFF and the other members of the CALIFORNIA
17 CLASS with the legally required meal and rest periods.

18 67. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a
19 result of DEFENDANTS’ conduct and actions alleged herein.

20 68. PLAINTIFFS’ claims are typical of the claims of the CALIFORNIA CLASS, and
21 PLAINTIFF has the same interests as the other members of the class.

22 69. PLAINTIFF will fairly and adequately represent and protect the interests of the
23 CALIFORNIA CLASS members.

24 70. PLAINTIFF retained able class counsel with extensive experience in class action
25 litigation.

26 71. Further, PLAINTIFF’S interests are coincident with, and not antagonistic to, the
27 interest of the other CALIFORNIA CLASS members.

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1 72. There is a strong community of interest among PLAINTIFF and the members of the
2 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are
3 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries
4 sustained.

5 73. The questions of law and fact common to the CALIFORNIA CLASS members
6 predominate over any questions affecting only individual members, including legal and factual
7 issues relating to liability and damages.

8 74. A class action is superior to other available methods for the fair and efficient
9 adjudication of this controversy because joinder of all class members is impractical. Moreover,
10 since the damages suffered by individual members of the class may be relatively small, the expense
11 and burden of individual litigation make it practically impossible for the members of the class
12 individually to redress the wrongs done to them. Without class certification and determination of
13 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of
14 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- 15 a. Inconsistent or varying adjudications with respect to individual members of the
16 CALIFORNIA CLASS which would establish incompatible standards of conduct
17 for the parties opposing the CALIFORNIA CLASS; and/or,
18 b. Adjudication with respect to individual members of the CALIFORNIA CLASS
19 which would, as a practical matter, be dispositive of the interests of the other
20 members not party to the adjudication or substantially impair or impede their ability
21 to protect their interests.

22 75. Class treatment provides manageable judicial treatment calculated to bring an
23 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the
24 conduct of DEFENDANTS.

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1 **FIRST CAUSE OF ACTION**

2 **Unlawful Business Practices**

3 **(Cal. Bus. and Prof. Code §§ 17200, *et seq.*)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

5 76. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
7 Amended Complaint.

8 77. DEFENDANTS are each a “person” as that term is defined under California
9 Business and Professions Code Section 17021.

10 78. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)
11 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section
12 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair
13 competition as follows:

14 Any person who engages, has engaged, or proposes to engage in unfair competition
15 may be enjoined in any court of competent jurisdiction. The court may make such
16 orders or judgments, including the appointment of a receiver, as may be necessary to
17 prevent the use or employment by any person of any practice which constitutes unfair
18 competition, as defined in this chapter, or as may be necessary to restore to any person
19 in interest any money or property, real or personal, which may have been acquired
20 by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

21 79. By the conduct alleged herein, DEFENDANTS have engaged and continues to
22 engage in business practices which violate California law, including but not limited to, the
23 applicable Wage Order(s), the California Code of Regulations and the California Labor Code
24 including Sections 201, 202, 203, 204, 210, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, and
25 2802, for which this Court should issue declaratory and other equitable relief pursuant to California
26 Business and Professions Code Section 17203 as may be necessary to prevent and remedy the
27 conduct held to constitute unfair competition, including restitution of wages wrongfully withheld.

28 80. By the conduct alleged herein, DEFENDANTS’ practices were unlawful and unfair
in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous
or substantially injurious to employees, and were without valid justification or utility for which this

1 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California
2 Business and Professions Code, including restitution of wages wrongfully withheld.

3 81. By the conduct alleged herein, DEFENDANTS' practices were deceptive and
4 fraudulent in that DEFENDANTS' uniform policy and practice failed to provide the legally
5 mandated meal and rest periods and the required amount of compensation for missed meal and rest
6 periods, failed to pay minimum and overtime wages owed, and failed to reimburse all necessary
7 business expenses incurred, due to a systematic business practice that cannot be justified, pursuant
8 to the applicable California Labor Code and Industrial Welfare Commission requirements in
9 violation of California Business and Professions Code Sections 17200, *et seq.*, and for which this
10 Court should issue injunctive and equitable relief, pursuant to California Business and Professions
11 Code Section 17203, including restitution of wages wrongfully withheld.

12 82. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,
13 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the
14 other members of the CALIFORNIA CLASS to be underpaid during their employment with
15 DEFENDANTS.

16 83. By the conduct alleged herein, DEFENDANTS' practices were also unfair and
17 deceptive in that DEFENDANTS' uniform policies, practices and procedures failed to provide
18 mandatory meal and/or rest breaks to PLAINTIFF and the CALIFORNIA CLASS members as
19 required by California Labor Code Sections 226.7 and 512.

20 84. Therefore, PLAINTIFF demands on behalf of PLAINTIFF and on behalf of each
21 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which an off-duty meal
22 period was not timely provided for each five (5) hours of work, and/or one (1) hour of pay for each
23 workday in which a second off-duty meal period was not timely provided for each ten (10) hours
24 of work.

25 85. PLAINTIFF further demands on behalf of PLAINTIFF and on behalf of each
26 CALIFORNIA CLASS member, one (1) hour of pay for each workday in which a rest period was
27 not timely provided as required by law.
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1 86. By and through the unlawful and unfair business practices described herein,
2 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the
3 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and has
4 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment
5 of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly
6 compete against competitors who comply with the law.

7 87. All the acts described herein as violations of, among other things, the Industrial
8 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor
9 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and
10 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business
11 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

12 88. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,
13 and do, seek such relief as may be necessary to restore to them the money and property which
14 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the
15 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair
16 business practices, including earned but unpaid wages for all time worked.

17 89. PLAINTIFF and the other members of the CALIFORNIA CLASS are further
18 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and
19 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in
20 any unlawful and unfair business practices in the future.

21 PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy
22 and/or adequate remedy at law that will end the unlawful and unfair business practices of
23 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a
24 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other
25 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal
26 and economic harm unless DEFENDANTS are restrained from continuing to engage in these
27 unlawful and unfair business practices.

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1 97. In committing these violations of the California Labor Code, DEFENDANTS
2 inaccurately calculated the correct time worked and consequently underpaid the actual time worked
3 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an
4 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the
5 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws
6 and regulations.

7 98. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
8 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
9 minimum wage compensation for their time worked for DEFENDANTS.

10 99. During the CLASS PERIOD, PLAINTIFF and the other members of the
11 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a
12 failure to pay all earned wages.

13 100. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
14 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
15 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered
16 and will continue to suffer an economic injury in amounts which are presently unknown to them,
17 and which will be ascertained according to proof at trial.

18 101. DEFENDANTS knew or should have known that PLAINTIFF and the other
19 members of the CALIFORNIA CLASS were under-compensated for their time worked.
20 DEFENDANTS systematically elected, either through intentional malfeasance or gross
21 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice
22 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay
23 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for
24 their time worked.

25 102. In performing the acts and practices herein alleged in violation of California labor
26 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
27 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
28 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the

1 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the
2 consequences to them, and with the despicable intent of depriving them of their property and legal
3 rights, and otherwise causing them injury in order to increase company profits at the expense of
4 these employees.

5 103. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request
6 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment
7 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
8 Code and/or other applicable statutes. To the extent minimum wage compensation is determined
9 to be owed to the CALIFORNIA CLASS members who have terminated their employment,
10 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these
11 individuals are also be entitled to waiting time penalties under California Labor Code Section 203,
12 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.
13 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,
14 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory
15 costs.

16 **THIRD CAUSE OF ACTION**

17 **Failure To Pay Overtime Compensation**

18 **(Cal. Lab. Code §§ 204, 510, 1194 and 1198)**

19 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

20 104. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and
21 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
22 Amended Complaint.

23 105. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for
24 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial
25 Welfare Commission requirements for DEFENDANTS' failure to pay these employees for all
26 overtime worked including work performed in excess of eight (8) hours in a workday, and/or twelve
27 (12) hours in a workday, and/or forty (40) hours in any workweek.
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1 106. Pursuant to California Labor Code Section 204, other applicable laws and
2 regulations, and public policy, an employer must timely pay its employees for all hours worked.

3 107. California Labor Code Section 510 provides that employees in California shall not
4 be employed more than eight (8) hours per workday and/or more than forty (40) hours per
5 workweek unless they receive additional compensation beyond their regular wages in amounts
6 specified by law.

7 108. California Labor Code Section 1194 establishes an employee's right to recover
8 unpaid wages, including minimum and overtime compensation and interest thereon, together with
9 the costs of suit. California Labor Code Section 1198 further states that the employment of an
10 employee for longer hours than those fixed by the Industrial Welfare Commission is unlawful.

11 109. During the CLASS PERIOD, PLAINTIFF and CALIFORNIA CLASS members
12 were required by DEFENDANTS to work for DEFENDANTS and were not paid for all the time
13 they worked, including overtime work.

14 110. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,
15 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing
16 a uniform policy and practice that failed to accurately record overtime worked by PLAINTIFF and
17 other CALIFORNIA CLASS members and denied accurate compensation to PLAINTIFF and the
18 other members of the CALIFORNIA CLASS for overtime worked, including, the overtime work
19 performed in excess of eight (8) hours in a workday, and/or twelve (12) hours in a workday, and/or
20 forty (40) hours in any workweek.

21 111. In committing these violations of the California Labor Code, DEFENDANTS
22 inaccurately recorded overtime worked and consequently underpaid the overtime worked by
23 PLAINTIFF and other CALIFORNIA CLASS members. DEFENDANTS acted in an illegal
24 attempt to avoid the payment of all earned wages, and other benefits in violation of the California
25 Labor Code, the Industrial Welfare Commission requirements and other applicable laws and
26 regulations.

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1 112. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,
2 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct
3 overtime compensation for their time worked for DEFENDANTS.

4 113. California Labor Code Section 515 sets out various categories of employees who are
5 exempt from the overtime requirements of the law. None of these exemptions are applicable to
6 PLAINTIFF and the other members of the CALIFORNIA CLASS. Further, PLAINTIFF and the
7 other members of the CALIFORNIA CLASS are not subject to a valid collective bargaining
8 agreement that would preclude the causes of action contained herein this First Amended Complaint.
9 Rather, PLAINTIFF brings this Action on behalf of PLAINTIFF and the CALIFORNIA CLASS
10 based on DEFENDANTS' violations of non-negotiable, non-waivable rights provided by the State
11 of California.

12 114. During the CLASS PERIOD, PLAINTIFF and the other members of the
13 CALIFORNIA CLASS were paid less for overtime worked than they were entitled to, constituting
14 a failure to pay all earned wages.

15 115. DEFENDANTS failed to accurately pay PLAINTIFF and the other members of the
16 CALIFORNIA CLASS overtime wages for the time they worked which was in excess of the
17 maximum hours permissible by law as required by California Labor Code Sections 510, 1194, and
18 1198, even though PLAINTIFF and the other members of the CALIFORNIA CLASS were
19 regularly required to work, and did in fact work overtime, and did in fact work overtime as to which
20 DEFENDANTS failed to accurately record and pay as evidenced by DEFENDANTS' business
21 records and witnessed by employees.

22 116. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned
23 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true
24 amount of overtime they worked, PLAINTIFF and the other members of the CALIFORNIA
25 CLASS have suffered and will continue to suffer an economic injury in amounts which are presently
26 unknown to them, and which will be ascertained according to proof at trial.

27 117. DEFENDANTS knew or should have known that PLAINTIFF and the other
28 members of the CALIFORNIA CLASS were undercompensated for their time worked.

1 DEFENDANTS systematically elected, either through intentional malfeasance or gross
2 nonfeasance, to not pay them for their labor as a matter of uniform company policy, practice and
3 procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay PLAINTIFF
4 and the other members of the CALIFORNIA CLASS the correct overtime wages for their overtime
5 worked.

6 118. In performing the acts and practices herein alleged in violation of California labor
7 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked
8 and provide them with the requisite compensation, DEFENDANTS acted and continues to act
9 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the
10 CALIFORNIA CLASS with a conscious of and utter disregard for their legal rights, or the
11 consequences to them, and with the despicable intent of depriving them of their property and legal
12 rights, and otherwise causing them injury in order to increase company profits at the expense of
13 these employees.

14 119. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS request
15 recovery of overtime wages, according to proof, interest, statutory costs, as well as the assessment
16 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor
17 Code and/or other applicable statutes. To the extent overtime compensation is determined to be
18 owed to the CALIFORNIA CLASS members who have terminated their employment,
19 DEFENDANTS' conduct also violates California Labor Code Sections 201 and/or 202, and
20 therefore these individuals are also be entitled to waiting time penalties under California Labor
21 Code 203, which penalties are sought herein. DEFENDANTS' conduct as alleged herein was
22 willful, intentional, and not in good faith. Further, PLAINTIFF and other CALIFORNIA CLASS
23 members are entitled to seek and recover statutory costs.

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1 **FOURTH CAUSE OF ACTION**

2 **Failure To Provide Required Meal Periods**

3 **(Cal. Lab. Code §§ 226.7 & 512)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

5 120. PLAINTIFF and the other members of the CALIFORNIA CLASS reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
7 Amended Complaint.

8 121. During the CLASS PERIOD, DEFENDANTS failed to provide all the legally
9 required off-duty meal breaks to PLAINTIFF and the other CALIFORNIA CLASS members as
10 required by the applicable Wage Order and Labor Code. The nature of the work performed by
11 PLAINTIFF and CALIFORNIA CLASS members did not prevent these employees from being
12 relieved of all of their duties for the legally required off-duty meal periods. As a result of their
13 rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were often not
14 fully relieved of duty by DEFENDANTS for their meal periods. Additionally, DEFENDANTS'
15 failure to provide PLAINTIFF and the CALIFORNIA CLASS members with legally required meal
16 breaks prior to their fifth (5th) hour of work is evidenced by DEFENDANTS' business records.
17 Further, DEFENDANTS failed to provide PLAINTIFF and CALIFORNIA CLASS members with
18 a second off-duty meal period in some workdays in which DEFENDANTS required these
19 employees to work ten (10) hours of work. As a result, PLAINTIFF and other members of the
20 CALIFORNIA CLASS forfeited meal breaks without additional compensation and in accordance
21 with DEFENDANTS' strict corporate policy and practice.

22 122. DEFENDANTS further violated California Labor Code Section 226.7 and the
23 applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS
24 members who were not provided a meal period, in accordance with the applicable Wage Order, one
25 additional hour of compensation at each employee's regular rate of pay for each workday that a
26 meal period was not provided.

123. As a proximate result of the aforementioned violations, PLAINTIFF and CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses and costs of suit.

FIFTH CAUSE OF ACTION

Failure To Provide Required Rest Periods

(Cal. Lab. Code §§ 226.7 & 512)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

124. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First Amended Complaint.

125. From time to time, PLAINTIFF and other CALIFORNIA CLASS members were required to work in excess of four (4) hours without being provided ten (10) minute rest periods. Further, these employees were denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours, a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. PLAINTIFF and other CALIFORNIA CLASS members were also not provided with one-hour wages *in lieu* thereof. As a result of their rigorous work schedules, PLAINTIFF and other CALIFORNIA CLASS members were periodically denied their proper rest periods by DEFENDANTS and DEFENDANTS' managers. In addition, DEFENDANTS failed to compensate PLAINTIFF and other CALIFORNIA CLASS members for their rest periods as required by the applicable Wage Order and Labor Code. As a result, DEFENDANTS' failure to provide PLAINTIFF and the CALIFORNIA CLASS members with all the legally required paid rest periods is evidenced by DEFENDANTS' business records.

126. DEFENDANTS further violated California Labor Code Sections 226.7 and the applicable IWC Wage Order by failing to compensate PLAINTIFF and CALIFORNIA CLASS members who were not provided a rest period, in accordance with the applicable Wage Order, one

1 additional hour of compensation at each employee's regular rate of pay for each workday that rest
2 period was not provided.

3 127. As a proximate result of the aforementioned violations, PLAINTIFF and
4 CALIFORNIA CLASS members have been damaged in an amount according to proof at trial, and
5 seek all wages earned and due, interest, penalties, expenses and costs of suit.

6 **SIXTH CAUSE OF ACTION**

7 **Failure To Provide Accurate Itemized Statements**

8 **(Cal. Lab. Code § 226)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

10 128. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
12 Amended Complaint.

13 129. California Labor Code Section 226 provides that an employer must furnish
14 employees with an "accurate itemized" statement in writing showing:

- 15 a. Gross wages earned,
- 16 b. total hours worked by the employee, except for any employee whose compensation
17 is solely based on a salary and who is exempt from payment of overtime under
18 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare
19 Commission,
- 20 c. the number of piece-rate units earned and any applicable piece rate if the employee
21 is paid on a piece-rate basis,
- 22 d. all deductions, provided that all deductions made on written orders of the employee
23 may be aggregated and shown as one item,
- 24 e. net wages earned,
- 25 f. the inclusive dates of the period for which the employee is paid,
- 26 g. the name of the employee and his or her social security number, except that by
27 January 1, 2008, only the last four digits of his or her social security number of an
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employee identification number other than social security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

130. When DEFENDANTS did not accurately record PLAINTIFFS' and other CALIFORNIA CLASS members' missed meal and rest breaks, or were paid inaccurate missed meal and rest break premiums, or were not paid for all hours worked, DEFENDANTS violated California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate, and correct rates of pay for penalty payments or missed meal and rest periods.

131. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226(a)(1)-(9).

132. DEFENDANTS knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the correct wages for all missed meal and rest breaks and the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to California Labor Code Section 226, in an amount according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00) for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

1 **SEVENTH CAUSE OF ACTION**

2 **Failure To Pay Wages When Due**

3 **(Cal. Lab. Code § 203)**

4 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

5 133. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and
6 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First
7 Amended Complaint.

8 134. California Labor Code Section 200 provides that:

9 As used in this article:

- 10 (d) “Wages” includes all amounts for labor performed by employees of every
11 description, whether the amount is fixed or ascertained by the standard of time,
12 task, piece, commission basis, or other method of calculation.
13 (e) “Labor” includes labor, work, or service whether rendered or performed under
14 contract, subcontract, partnership, station plan, or other agreement if the labor to
15 be paid for is performed personally by the person demanding payment.

16 135. California Labor Code Section 201 provides, in relevant part, that “If an employer
17 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable
18 immediately.”

19 136. California Labor Code Section 202 provides, in relevant part, that:

20 If an employee not having a written contract for a definite period quits his or her
21 employment, his or her wages shall become due and payable not later than 72 hours
22 thereafter, unless the employee has given 72 hours previous notice of his or her
23 intention to quit, in which case the employee is entitled to his or her wages at the time
24 of quitting. Notwithstanding any other provision of law, an employee who quits without
25 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so
26 requests and designates a mailing address. The date of the mailing shall constitute the
27 date of payment for purposes of the requirement to provide payment within 72 hours
28 of the notice of quitting.

29 137. There was no definite term in PLAINTIFF’S or any CALIFORNIA CLASS
30 members’ employment contract.

31 138. California Labor Code Section 203 provides:

32 If an employer willfully fails to pay, without abatement or reduction, in accordance with
33 Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or
34 who quits, the wages of the employee shall continue as a penalty from the due date
35 thereof at the same rate until paid or until an action therefor is commenced; but the
36 wages shall not continue for more than 30 days.

139. The employment of PLAINTIFF and many CALIFORNIA CLASS members terminated, and DEFENDANTS have not tendered payment of wages to these employees who missed meal and rest breaks, as required by law.

140. Therefore, as provided by California Labor Code Section 203, on behalf of themselves and the members of the CALIFORNIA CLASS whose employment has ended, PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time of termination for all employees who terminated employment during the CLASS PERIOD and demand an accounting and payment of all wages due, plus interest and statutory costs as allowed by law.

EIGHTH CAUSE OF ACTION

Failure To Reimburse Employees for Required Expenses

(Cal. Lab. Code §§ 2802)

(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)

141. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and incorporate by this reference, as though fully set forth herein, the prior paragraphs of this First Amended Complaint.

142. California Labor Code Section 2802 provides, in relevant part, that:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

143. From time to time during the CLASS PERIOD, DEFENDANTS violated California Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of their personal cell phones, vehicles, and maintenance of work uniforms, all on behalf of and for the benefit of DEFENDANTS. Specifically, DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to use their personal cell phones, vehicles, and to maintain their

1 work uniforms, to execute their essential job duties on behalf of DEFENDANTS. DEFENDANTS'
2 uniform policy, practice and procedure was to not reimburse PLAINTIFF and the CALIFORNIA
3 CLASS members for expenses resulting from the use of their personal cell phones, vehicles, and
4 maintenance of their work uniforms, within the course and scope of their employment for
5 DEFENDANTS. These expenses were necessary to complete their principal job duties.
6 DEFENDANTS are estopped by DEFENDANTS' conduct to assert any waiver of this expectation.
7 Although these expenses were necessary expenses incurred by PLAINTIFF and the CALIFORNIA
8 CLASS members, DEFENDANTS failed to indemnify and reimburse PLAINTIFF and the
9 CALIFORNIA CLASS members for these expenses as an employer is required to do under the
10 laws and regulations of California.

11 144. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred
12 by them and the CALIFORNIA CLASS members in the discharge of their job duties for
13 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the
14 statutory rate and costs under California Labor Code Section 2802.

15 **NINTH CAUSE OF ACTION**

16 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

17 **(Cal. Lab. Code §§2698 *et seq.*)**

18 **(Alleged by PLAINTIFF against all DEFENDANTS)**

19 145. PLAINTIFF realleges and incorporates by this reference, as though fully set forth
20 herein, the prior paragraphs of this First Amended Complaint.

21 146. PAGA is a mechanism by which the State of California itself can enforce state labor
22 laws through the employee suing under the PAGA who do so as the proxy or agent of the state's
23 labor law enforcement agencies. An action to recover civil penalties under PAGA is fundamentally
24 a law enforcement action designed to protect the public and not to benefit private parties. The
25 purpose of the PAGA is not to recover damages or restitution, but to create a means of "deputizing"
26 citizens as private attorneys general to enforce the Labor Code. In enacting PAGA, the California
27 Legislature specified that "it was ... in the public interest to allow aggrieved employees, acting as
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1 private attorneys general to recover civil penalties for Labor Code violations ...” (Stats. 2003, ch.
2 906, § 1.) Accordingly, PAGA claims cannot be subject to arbitration.

3 147. At all relevant times, for the reasons described herein and others, PLAINTIFF and
4 the AGGRIEVED EMPLOYEES were aggrieved employees of DEFENDANTS within the
5 meaning of Labor Code Section 2699(c).

6 148. Labor Code Sections 2699(a) and (k) authorize an AGGRIEVED EMPLOYEE, like
7 PLAINTIFF, on behalf of PLAINTIFF and other current or former employees, to bring a civil
8 action to recover civil penalties pursuant to the procedures specified in Labor Code Section 2699.3

9 149. PLAINTIFF complied with the procedures for bringing suit specified in Labor Code
10 Section 2699.3. By certified letter, return receipt requested, dated April 30, 2026, PLAINTIFF
11 gave written notice to the Labor and Workforce Development Agency (“LWDA”) and to
12 DEFENDANTS of the specific provisions of the Labor Code alleged to have been violated,
13 including the facts and theories to support the alleged violations. (See Exhibit #1.)

14 150. As of the date of the original Complaint, more than sixty-five (65) days after serving
15 the LWDA with notice of DEFENDANTS’ violations, the LWDA has not provided any notice by
16 certified mail of its intent to investigate the DEFENDANTS’ alleged violations as mandated by
17 Labor Code Section 2699.3(a)(2)(A). Accordingly, pursuant to Labor Code Section
18 2699.3(a)(2)(A), PLAINTIFF may commence and is authorized to pursue this cause of action.

19 151. Pursuant to Labor Code Sections 2699(a) and (f), PLAINTIFF and the
20 AGGRIEVED EMPLOYEES are entitled to civil penalties for DEFENDANTS’ violations of
21 Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7,
22 232, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802,
23 2804, and California Code of Regulations, Title 8, Section 1 1070(14) (Failure to Provide Seating),
24 in the following amounts:

25 a. For violation of Labor Code Sections 201, 202, 203, and 204, up to (\$200)
26 per AGGRIEVED EMPLOYEE per pay period [penalty per Labor Code
27 Section 2699(f)];

28 b. For violations of Labor Code Section 226(a), a civil penalty in the amount

1 of two hundred fifty dollars (\$250) for each AGGRIEVED EMPLOYEE for
2 any initial violation and one thousand dollars for each subsequent violation
3 [penalty per Labor Code Section 226.3];

4 c. For violations of Labor Code Sections 204, a civil penalty in the amount of
5 one hundred dollars (\$100) for each AGGRIEVED EMPLOYEE for any initial
6 violation and two hundred dollars (\$200) for AGGRIEVED EMPLOYEE for
7 each subsequent violation [penalty per Labor Code Section 210];

8 d. For violations of Labor Code Sections 226.7, 510 and 512, a civil penalty
9 in the amount of fifty dollars (\$50) for each underpaid AGGRIEVED
10 EMPLOYEE for the initial violation and one hundred dollars (\$100) for each
11 underpaid AGGRIEVED EMPLOYEE for each subsequent violation [penalty
12 per Labor Code Section 558];

13 e. For violations of Labor Code Section 1174(d), a civil penalty in the amount
14 of five hundred (\$500) dollars for each AGGRIEVED EMPLOYEE [penalty
15 per Labor Code Section 1174.5].

16 f. For violations of Labor Code Sections 1194, 1194.2, 1197, 1198 and 1199,
17 a civil penalty in the amount of one hundred dollars (\$100) for each
18 AGGRIEVED EMPLOYEE per pay period for the initial violation and two
19 hundred dollars fifty (\$250) for each AGGRIEVED EMPLOYEE per pay
20 period for each subsequent violation [penalty per Labor Code Section 1197.1].

21 152. For all provisions of the Labor Code for which civil penalty is not specifically
22 provided, Labor Code Section 2699(f) imposes upon DEFENDANTS a penalty of up to two
23 hundred dollars (\$200) for each AGGRIEVED EMPLOYEE per pay period. PLAINTIFF and the
24 AGGRIEVED EMPLOYEES are entitled to an award of reasonable attorney's fees and costs in
25 connection with their claims for civil penalties pursuant to Labor Code Section 2699(k)(1).
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1 **PRAYER FOR RELIEF**

2 WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and
3 severally, as follows:

4 1. On behalf of the CALIFORNIA CLASS:

- 5 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA
6 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;
7 b. An order temporarily, preliminarily and permanently enjoining and restraining
8 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;
9 c. An order requiring DEFENDANTS to pay all overtime wages and all sums
10 unlawfully withheld from compensation due to PLAINTIFF and the other members
11 of the CALIFORNIA CLASS; and
12 d. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund
13 for restitution of the sums incidental to DEFENDANTS' violations due to
14 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

15 2. On behalf of the CALIFORNIA CLASS:

- 16 a. That the Court certify the Second, Third, Fourth, Fifth, Sixth, Seventh, and Eighth
17 Causes of Action asserted by the CALIFORNIA CLASS as a class action pursuant
18 to California Code of Civil Procedure Section 382;
19 b. Compensatory damages, according to proof at trial, including compensatory
20 damages for overtime compensation due to PLAINTIFF and the other members of
21 the CALIFORNIA CLASS, during the applicable CLASS PERIOD plus interest
22 thereon at the statutory rate;
23 c. Meal and rest period compensation pursuant to California Labor Code Sections
24 226.7, 512 and the applicable IWC Wage Order;
25 d. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in
26 which a violation occurs and one hundred dollars (\$100) per each member of the
27 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding
28 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for

violation of California Labor Code Section 226;

e. The wages of all terminated employees from the CALIFORNIA CLASS as a penalty from the due date thereof at the same rate until paid or until an action therefore is commenced, in accordance with California Labor Code Section 203.

f. The amount of expenses PLAINTIFF and each member of the CALIFORNIA CLASS incurred in the course of their job duties, plus interest, and costs of suit.

3. On the Ninth Cause of Action

a. For reasonable attorney's fees and costs of suit to the extent permitted by law, including pursuant to Labor Code Section 2699, *et seq.*;

b. For civil penalties to the extent permitted by the law pursuant to the Labor Code under the Private Attorneys General Act

4. On all claims:

a. An award of interest, including prejudgment interest at the legal rate;

b. Such other and further relief as the Court deems just and equitable; and

c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law, including and pursuant to, but not limited to, California Labor Code Sections 218.5, 226, 246 and/or 1194.

DATED: July 27, 2026

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF

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DEMAND FOR A JURY TRIAL

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: July 27, 2026

JCL LAW FIRM, APC

By: 
Jean-Claude Lapuyade, Esq.
Attorney for PLAINTIFF

EXHIBIT 1

April 30, 2026

Via Online Filing to LWDA and Certified Mail to Defendants
Labor and Workforce Development Agency
Online Filing

CENTRAL CITY HARVESTING, INC.

c/o Ricky Nguyen
18900 Portola Drive, Suite 200
Salinas, CA 93908

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3705 9018 91

LEGACY GROWERS, LLC

c/o James O. Rice
1920 East Stowell Rd.
Santa Maria, CA 93454

Sent via Certified Mail and Return Receipt No. 9589 0710 5270 3705 9018 84

Re: Notice of Violations of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 232, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199, 2802, Title 8, Section 1 1070(14) (Failure to Provide Seating) and Violation of Applicable Industrial Welfare Commission Wage Order(s), and Pursuant to California Labor Code Section 2699.5

Dear Sir/Madam:

This notice is being sent in compliance with California Labor Code Section 2699.3. Our offices represent Plaintiff Gildardo Garcia ("Plaintiff") and other aggrieved employees. Plaintiff was employed by Defendant Central City Harvesting, Inc. ("Defendant CCH") and Defendant Legacy Growers, LLC ("Defendant LG") (hereinafter, collectively, "Defendants") in California from September 2023 through December 2025 as a Harvester and worked at Defendants' farm located in Santa Maria, CA. Plaintiff was employed by Defendants as a non-exempt employee, paid on an hourly and/or piece rate basis, and entitled to payment of all wages and the legally required meal and rest breaks.

Plaintiff alleges that within the past year, Plaintiff personally suffered violations of the following Labor Code Sections as a result of Defendants' failure to pay Plaintiff for all time worked, provide Plaintiff with compliant meal periods, provide Plaintiff with compliant rest periods, provide Plaintiff with accurate itemized wage statements that facially comply with the requirements provided for in Labor Code Section 226, furnish wages to Plaintiff with the frequency as set forth under Labor Code Section 204, and reimburse Plaintiff for necessary business expenses pursuant to Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 226, 226.2, 226.3, 226.7, 227.3, 232, 246, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1197.14, 1198, 1198.5, 1199,

2802, 2804, and Title 8, Section 1 1070(14) (Failure to Provide Seating). These violations are actionable under California Labor Code Section 2699.3.

The information below provides notice to the Labor and Workforce Development Agency of the facts and theories supporting the alleged violations for the agency's reference. If the agency needs any further information, please do not hesitate to ask.

Plaintiff seeks to represent a group of aggrieved employees defined as any person currently or formerly employed by Defendant CCH and/or Defendant LG who performed work in California and against whom one or more of the alleged violations listed above were committed during the relevant claim period ("Aggrieved Employees"). Plaintiff believes this group to be comprised of all current and former non-exempt employees, including those who were paid in whole or in part on a piece rate basis who performed work for Defendant CCH and/or Defendant LG in California during the period beginning one year prior to the date of this Notice and continuing through the present.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally, knowingly, and systematically failed to provide legally compliant meal and rest periods, failed to accurately compensate Plaintiff and other Aggrieved Employees for missed meal and rest periods, failed to pay Plaintiff and other Aggrieved Employees for all time worked, failed to compensate Plaintiff and other Aggrieved Employees for off-the-clock work, failed to pay Plaintiff and other Aggrieved Employees overtime at the correct regular rate of pay, failed to compensate Plaintiff and other Aggrieved Employees meal and rest premiums at the regular rate of pay, failed to pay Plaintiff and other Aggrieved Employees redeemed sick pay at the regular rate of pay, failed to reimburse Plaintiff and other Aggrieved Employees for business expenses, and failed to issue to Plaintiff and other Aggrieved Employees accurate itemized wage statements showing, among other things, all applicable hourly rates in effect during the pay periods and the corresponding amount of time worked at each hourly rate. Defendants' uniform policies and practices are intended to purposefully avoid the accurate and full payment for all time worked as required by California law which allows Defendants to illegally profit and gain an unfair advantage over competitors who comply with the law.

Meal Period Violations: Pursuant to the Industrial Welfare Commission Wage Orders, Defendants were required to pay Plaintiff and the Aggrieved Employees for all their time worked, meaning the time during which an employee is subject to the control of an employer, including all the time the employee is suffered or permitted to work. From time to time during the last year, Defendants required Plaintiff and other Aggrieved Employees to work without paying them for all the time they were under Defendants' control. Specifically, Defendants required Plaintiff to work while clocked out during what was supposed to be Plaintiff's off-duty meal break. Indeed, there were many days where Plaintiff did not even receive a partial lunch. As a result, Plaintiff and other Aggrieved Employees forfeited minimum wage and overtime compensation by regularly working without their time being accurately recorded and without compensation at the applicable minimum wage and overtime rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees for all time worked is evidenced by Defendants' business records.

During the last year, as a result of their rigorous work schedules and Defendants' inadequate staffing practices, Plaintiff and other Aggrieved Employees were from time to time unable to take

thirty (30) minute off duty meal breaks and were not fully relieved of duty for their meal periods. Plaintiff and other Aggrieved Employees were required to perform work as ordered by Defendants for more than five (5) hours during some shifts without receiving a meal break. Further, Defendants failed to provide Plaintiff and other Aggrieved Employees with a second off-duty meal period for some workdays in which these employees were required by Defendants to work ten (10) hours of work. The nature of the work performed by Plaintiff and other Aggrieved Employees does not qualify for the limited and narrowly construed “on-duty” meal period exception. When they were provided with meal periods, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on duty and on call. Defendants’ failure to provide Plaintiff and other Aggrieved Employees with legally required meal breaks is evidenced by Defendants’ business records. As a result of their rigorous work schedules and Defendants’ inadequate staffing, Plaintiff and other Aggrieved Employees therefore forfeited meal breaks without additional compensation and in accordance with Defendants’ strict corporate policy and practice. For example, during the tenure of Plaintiff’s employment with Defendants, Plaintiff’s foreman would handwrite Plaintiff’s meal breaks as rounded figures regardless of whether a meal break occurred or was cut short.

DATE <u>11/9/23</u>		CENTRAL CITY HARVESTING, INC.	
RANCH <u>2105</u>		440 W. Tefft St. Nipomo, CA 93444.	
CREW <u>109</u>		Phone # 805-474-1743	

ACCT.	NAME	SIGNATURE	In / Entrada	Out / Salida	Total Hrs	Total Empleados
			<u>5:00 P.M.</u>	<u>12:45 P.M.</u>	<u>7:15</u>	<u>23 2211</u>

Lunch / Almuerzo			
	In / Inicio	Out / Salida	Time
1st Lunch	<u>9:00</u>	<u>9:30</u>	<u>30</u>
2nd Lunch			

Breaks / Descansos			
	In / Inicio	Out / Salida	Time
1st break	<u>7:00</u>	<u>7:15</u>	<u>15</u>
2nd Break	<u>11:30</u>	<u>11:45</u>	<u>15</u>
3rd Break			

Non productive time			
	In / Inicio	Out / Salida	Time
Warm up / Despertar	<u>5:00</u>	<u>5:05</u>	<u>5</u>

361	Gildardo	Garcia	<u>Gildardo Garcia</u>
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The information here accurately reflects the times of work, rest and recovery periods, non-productive time and other work (if any) on this date. Furthermore, I attest that I have reported any work related injuries which occurred on this day to my supervisor. / La información aquí contenida refleja con precisión los tiempos de trabajo, periodos de descanso y recuperación, los tiempos improductivos, y trabajo a destajo (en su caso) en esta fecha. Asimismo, certifico que he reportado cualquier lesión de trabajo a mi supervisor.

Notes:
SE REPORTO ENFERMO

Foreman: JOSE VICENTE
Supervisor: _____

Meal & Break Entitlements start at:
Derecho a descansos y almuerzo a partir de:

Hours Worked / Horas trabajadas	Break / Descanso	Meal / Almuerzo	Waiver / Renuncia
0-1.5 Hrs.	0	0	0
1.6 - 3 Hrs.	1 (10min)	1	50 / Yes (5-8 hrs)
3.1 - 6 Hrs.	2 (20min)	1 (10min)	No
6.01 - 10 Hrs.	3 (30min)	2 (20min)	50 / Yes (10-12 hrs)
10.01 - 14 Hrs.	4 (40min)	2 (20min)	No

Reminders / Recordatorios

1. Rest break must be taken as near as practical to the middle of each 4-hour block.
(El periodo de descanso debe ser tomado lo más cerca posible a la mitad de cada periodo de 4 horas.)

2. You're entitled to a 1st rest period which must be started before you have completed 5 hours of work.
(Usted tiene derecho al primer periodo de descanso antes de la 5ra hora trabajada.)

3. You're entitled to a 2nd meal period which must be started before you have completed 10 hours of work. 2nd meal break may be waived by mutual consent if working less than 12 hours and 1st meal break was taken.
(Usted tiene derecho al segundo periodo de almuerzo antes de la 10ra hora trabajada. Se puede renunciar al segundo periodo de almuerzo si se van a trabajar menos de 12 horas y se tomó el primer periodo de almuerzo.)

4. If working more than 12 hours the 2nd meal break cannot be waived.
(Si va a trabajar más de 12 horas no puede renunciar al segundo periodo de almuerzo.)

Rest Period Violations: From time to time during the past year, Plaintiff and other Aggrieved Employees were also required to work in excess of four (4) hours without being provided ten (10) minute rest periods as a result of their rigorous work requirements and Defendants’ inadequate staffing. Further, for the same reasons, these employees were from time to time denied their first rest periods of at least ten (10) minutes for some shifts worked of at least two (2) to four (4) hours,

from time to time denied a first and second rest period of at least ten (10) minutes for some shifts worked of between six (6) and eight (8) hours, and from time to time denied a first, second and third rest period of at least ten (10) minutes for some shifts worked of ten (10) hours or more. When they were provided with rest breaks, Plaintiff and other Aggrieved Employees were, from time to time, required to remain on premises, on duty and/or on call, and not fully relieved of all duties. Plaintiff and other Aggrieved Employees were also not provided with one-hour wages in lieu thereof. As a result of their rigorous work schedules and Defendants' inadequate staffing, Plaintiff and other Aggrieved Employees were from time to time denied their proper rest periods by Defendants and Defendants' managers. For example, during the tenure of Plaintiff's employment with Defendants, Plaintiff's foreman would handwrite Plaintiff's rest breaks as rounded figures regardless of whether a rest break occurred or was cut short.

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GROWER	LEGACY		INICIO START	FIN END	MIN		INICIO START	FIN END	MIN		
FECHA / DATE	5-6-25		1st Crew	10:25	10:55	30 min		Ejercicio Warm Up	6:30	6:35	5 min
CUADRILLA CREW	109		1st Fmn	10:25	10:55	30 min		Cambio Change			
ENTRADA / IN	6:30		2nd Fmn					Entrenamiento Training			
SALIDA / OUT	2:00		1st	8:30	8:45	15 min		Otro Other			
TOTAL HRS	7		2nd	12:00	12:15	15 min					
TOTAL EMPL	19		3rd								
			4th								
Verifique las firmas de todos los empleados, en el caso de ausencia marque el motivo únicamente y no anote nada en el campo de la firma.											
#	ACCT.	NAME		Entrada	Salida	Tot Hrs	EMPLEADO	FIRMA	EMPLADO	SIGNATURE	
1	212	Antonio Martinez	FOREMAN								
2											
3											
4											
5											
6											
7											
8											
9	381	Gerardo Garcia	Para 12	6:30	12:00	5					
10											
11											
12											
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The information here accurately reflects the times of work, rest and recovery periods, non-productive time, and other work (if any) on this date. Furthermore, I attest that I have reported any work-related injuries which occurred on this day to my supervisor. / La información aquí contenida refleja con precisión los tiempos de trabajo, períodos de descanso y recuperación, los tiempos no productivos, y trabajo a cambio del sueldo en esta fecha. Además, manifiesto que he reportado cualquier lesión de trabajo a mi supervisor.

1. Rest break must be taken in full as specified in the middle of each 4-hour block. (Período de descanso debe tomarse en su totalidad a la mitad de cada período de 4 horas)

2. You're entitled to a 1st rest period which must be started before you have completed 2 hours of work. (Tienes derecho al primer periodo de descanso antes de la hora dos (dos horas))

3. You're entitled to a 2nd rest period which must be started before you have completed 4 hours of work. 2nd rest break may be waived by mutual consent if working less than 7 hours and 1st rest break was taken. (Tienes derecho al segundo periodo de descanso antes de la hora cuatro (cuatro horas) de trabajo. El segundo periodo de descanso puede ser waived por consentimiento mutuo si estás trabajando menos de 7 horas y el primer periodo de descanso se tomó.)

4. You're entitled to a 3rd rest period which must be started before you have completed 6 hours of work. (Tienes derecho al tercer periodo de descanso antes de la hora seis (seis horas))

5. You're entitled to a 4th rest period which must be started before you have completed 8 hours of work. (Tienes derecho al cuarto periodo de descanso antes de la hora ocho (ocho horas))

6. You're entitled to a 5th rest period which must be started before you have completed 10 hours of work. (Tienes derecho al quinto periodo de descanso antes de la hora diez (diez horas))

7. You're entitled to a 6th rest period which must be started before you have completed 12 hours of work. (Tienes derecho al sexto periodo de descanso antes de la hora doce (doce horas))

8. You're entitled to a 7th rest period which must be started before you have completed 14 hours of work. (Tienes derecho al séptimo periodo de descanso antes de la hora catorce (catorce horas))

9. You're entitled to an 8th rest period which must be started before you have completed 16 hours of work. (Tienes derecho al octavo periodo de descanso antes de la hora dieciséis (dieciséis horas))

10. You're entitled to a 9th rest period which must be started before you have completed 18 hours of work. (Tienes derecho al noveno periodo de descanso antes de la hora dieciocho (dieciocho horas))

11. You're entitled to a 10th rest period which must be started before you have completed 20 hours of work. (Tienes derecho al décimo periodo de descanso antes de la hora veinte (veinte horas))

12. You're entitled to a 11th rest period which must be started before you have completed 22 hours of work. (Tienes derecho al undécimo periodo de descanso antes de la hora veintidós (veintidós horas))

13. You're entitled to a 12th rest period which must be started before you have completed 24 hours of work. (Tienes derecho al duodécimo periodo de descanso antes de la hora veinticuatro (veinticuatro horas))

14. You're entitled to a 13th rest period which must be started before you have completed 26 hours of work. (Tienes derecho al decimotercer periodo de descanso antes de la hora veintiseis (veintiseis horas))

15. You're entitled to a 14th rest period which must be started before you have completed 28 hours of work. (Tienes derecho al decimocuarto periodo de descanso antes de la hora veintiocho (veintiocho horas))

16. You're entitled to a 15th rest period which must be started before you have completed 30 hours of work. (Tienes derecho al decimoquinto periodo de descanso antes de la hora treinta (treinta horas))

17. You're entitled to a 16th rest period which must be started before you have completed 32 hours of work. (Tienes derecho al decimosexto periodo de descanso antes de la hora treinta y dos (treinta y dos horas))

18. You're entitled to a 17th rest period which must be started before you have completed 34 hours of work. (Tienes derecho al decimoséptimo periodo de descanso antes de la hora treinta y cuatro (treinta y cuatro horas))

19. You're entitled to a 18th rest period which must be started before you have completed 36 hours of work. (Tienes derecho al decimoctavo periodo de descanso antes de la hora treinta y seis (treinta y seis horas))

20. You're entitled to a 19th rest period which must be started before you have completed 38 hours of work. (Tienes derecho al decimonoveno periodo de descanso antes de la hora treinta y ocho (treinta y ocho horas))

21. You're entitled to a 20th rest period which must be started before you have completed 40 hours of work. (Tienes derecho al vigésimo periodo de descanso antes de la hora cuarenta (cuarenta horas))

22. You're entitled to a 21st rest period which must be started before you have completed 42 hours of work. (Tienes derecho al vigésimo primer periodo de descanso antes de la hora cuarenta y dos (cuarenta y dos horas))

23. You're entitled to a 22nd rest period which must be started before you have completed 44 hours of work. (Tienes derecho al vigésimo segundo periodo de descanso antes de la hora cuarenta y cuatro (cuarenta y cuatro horas))

24. You're entitled to a 23rd rest period which must be started before you have completed 46 hours of work. (Tienes derecho al vigésimo tercer periodo de descanso antes de la hora cuarenta y seis (cuarenta y seis horas))

25. You're entitled to a 24th rest period which must be started before you have completed 48 hours of work. (Tienes derecho al vigésimo cuarto periodo de descanso antes de la hora cuarenta y ocho (cuarenta y ocho horas))

26. You're entitled to a 25th rest period which must be started before you have completed 50 hours of work. (Tienes derecho al vigésimo quinto periodo de descanso antes de la hora cincuenta (cincuenta horas))

27. You're entitled to a 26th rest period which must be started before you have completed 52 hours of work. (Tienes derecho al vigésimo sexto periodo de descanso antes de la hora cincuenta y dos (cincuenta y dos horas))

28. You're entitled to a 27th rest period which must be started before you have completed 54 hours of work. (Tienes derecho al vigésimo séptimo periodo de descanso antes de la hora cincuenta y cuatro (cincuenta y cuatro horas))

29. You're entitled to a 28th rest period which must be started before you have completed 56 hours of work. (Tienes derecho al vigésimo octavo periodo de descanso antes de la hora cincuenta y seis (cincuenta y seis horas))

30. You're entitled to a 29th rest period which must be started before you have completed 58 hours of work. (Tienes derecho al vigésimo noveno periodo de descanso antes de la hora cincuenta y ocho (cincuenta y ocho horas))

31. You're entitled to a 30th rest period which must be started before you have completed 60 hours of work. (Tienes derecho al trigésimo periodo de descanso antes de la hora sesenta (sesenta horas))

32. You're entitled to a 31st rest period which must be started before you have completed 62 hours of work. (Tienes derecho al trigésimo primer periodo de descanso antes de la hora sesenta y dos (sesenta y dos horas))

33. You're entitled to a 32nd rest period which must be started before you have completed 64 hours of work. (Tienes derecho al trigésimo segundo periodo de descanso antes de la hora sesenta y cuatro (sesenta y cuatro horas))

34. You're entitled to a 33rd rest period which must be started before you have completed 66 hours of work. (Tienes derecho al trigésimo tercer periodo de descanso antes de la hora sesenta y seis (sesenta y seis horas))

35. You're entitled to a 34th rest period which must be started before you have completed 68 hours of work. (Tienes derecho al trigésimo cuarto periodo de descanso antes de la hora sesenta y ocho (sesenta y ocho horas))

36. You're entitled to a 35th rest period which must be started before you have completed 70 hours of work. (Tienes derecho al trigésimo quinto periodo de descanso antes de la hora setenta (setenta horas))

37. You're entitled to a 36th rest period which must be started before you have completed 72 hours of work. (Tienes derecho al trigésimo sexto periodo de descanso antes de la hora setenta y dos (setenta y dos horas))

38. You're entitled to a 37th rest period which must be started before you have completed 74 hours of work. (Tienes derecho al trigésimo séptimo periodo de descanso antes de la hora setenta y cuatro (setenta y cuatro horas))

39. You're entitled to a 38th rest period which must be started before you have completed 76 hours of work. (Tienes derecho al trigésimo octavo periodo de descanso antes de la hora setenta y seis (setenta y seis horas))

40. You're entitled to a 39th rest period which must be started before you have completed 78 hours of work. (Tienes derecho al trigésimo noveno periodo de descanso antes de la hora setenta y ocho (setenta y ocho horas))

41. You're entitled to a 40th rest period which must be started before you have completed 80 hours of work. (Tienes derecho al cuadragésimo periodo de descanso antes de la hora ochenta (ochenta horas))

42. You're entitled to a 41st rest period which must be started before you have completed 82 hours of work. (Tienes derecho al cuadragésimo primer periodo de descanso antes de la hora ochenta y dos (ochenta y dos horas))

43. You're entitled to a 42nd rest period which must be started before you have completed 84 hours of work. (Tienes derecho al cuadragésimo segundo periodo de descanso antes de la hora ochenta y cuatro (ochenta y cuatro horas))

44. You're entitled to a 43rd rest period which must be started before you have completed 86 hours of work. (Tienes derecho al cuadragésimo tercer periodo de descanso antes de la hora ochenta y seis (ochenta y seis horas))

45. You're entitled to a 44th rest period which must be started before you have completed 88 hours of work. (Tienes derecho al cuadragésimo cuarto periodo de descanso antes de la hora ochenta y ocho (ochenta y ocho horas))

46. You're entitled to a 45th rest period which must be started before you have completed 90 hours of work. (Tienes derecho al cuadragésimo quinto periodo de descanso antes de la hora noventa (noventa horas))

47. You're entitled to a 46th rest period which must be started before you have completed 92 hours of work. (Tienes derecho al cuadragésimo sexto periodo de descanso antes de la hora noventa y dos (noventa y dos horas))

48. You're entitled to a 47th rest period which must be started before you have completed 94 hours of work. (Tienes derecho al cuadragésimo séptimo periodo de descanso antes de la hora noventa y cuatro (noventa y cuatro horas))

49. You're entitled to a 48th rest period which must be started before you have completed 96 hours of work. (Tienes derecho al cuadragésimo octavo periodo de descanso antes de la hora noventa y seis (noventa y seis horas))

50. You're entitled to a 49th rest period which must be started before you have completed 98 hours of work. (Tienes derecho al cuadragésimo noveno periodo de descanso antes de la hora noventa y ocho (noventa y ocho horas))

51. You're entitled to a 50th rest period which must be started before you have completed 100 hours of work. (Tienes derecho al quincuagésimo periodo de descanso antes de la hora cien (cien horas))

Unreimbursed Business Expenses: Defendants as a matter of corporate policy, practice, and procedure, intentionally, knowingly, and systematically failed to reimburse and indemnify the Plaintiff and other Aggrieved Employees for required business expenses incurred by the Plaintiff and other Aggrieved Employees in direct consequence of discharging their duties on behalf of Defendants. Under California Labor Code Section 2802, employers are required to indemnify employees for all expenses incurred in the course and scope of their employment. California Labor Code Section 2802 expressly states that "an employer shall indemnify his or her employee for all

necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.”

Within the last year, in the course of their employment, Defendants required Plaintiff and other Aggrieved Employees to incur personal expenses as a result of and in furtherance of their job duties for the use of their personal cell phones, personal vehicles, and for the maintenance of their work uniforms. Specifically, Plaintiff and other Aggrieved Employees were required to incur personal expenses for the use of their personal cell phones, personal vehicles, and maintenance of their work uniforms in order to perform work related tasks. However, Defendants unlawfully failed to reimburse Plaintiff and other Aggrieved Employees for the personal expenses incurred for the use of their personal cell phones, personal vehicles, and for the maintenance of their work uniforms. As a result, in the course of their employment with Defendants, the Plaintiff and other Aggrieved Employees incurred unreimbursed business expenses that included, but were not limited to, costs related to the personal expenses incurred for the use of their personal cell phones, personal vehicles, and maintenance of their work uniforms, all on behalf of and for the benefit of Defendants.

Wage Statement Violations: California Labor Code Section 226 requires an employer to furnish its employees and accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of the employee’s social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. From time to time during the last year, when Plaintiff and other Aggrieved Employees missed meal and rest breaks, or were paid inaccurately for missed meal and rest period premiums, or were not paid for all hours worked, Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements which failed to show, among other things, all deductions, the total hours worked and all applicable hourly rates in effect during the pay period, and the corresponding amount of time worked at each hourly rate, correct rates of pay for penalty payments or missed meal and rest periods. Defendants also failed to provide Plaintiff and other Aggrieved Employees with complete and accurate wage statements that included all required elements listed above.

As a result, Defendants issued Plaintiff and other Aggrieved Employees with wage statements that violate California Labor Code Section 226. Further, Defendants’ violations are knowing and intentional; they were not isolated due to an unintentional payroll error due to clerical or inadvertent mistake.

Off-the-Clock Work Resulting in Minimum Wage and Overtime Violations: During the last year, from time-to-time, Defendants failed and continue to fail to accurately pay Plaintiff and other Aggrieved Employees for all hours worked. During the last year, from time-to-time Defendants required Plaintiff and other Aggrieved Employees to perform pre-shift or post-shift work, including but not limited to traveling to different job sites. This resulted in Plaintiff and other Aggrieved Employees having to work while off-the-clock. Defendants directly benefited from the

undercompensated off-the-clock work performed by Plaintiff and other Aggrieved Employees. Defendants controlled the work schedules, duties, and protocols, applications, assignments, and employment conditions of Plaintiff and other Aggrieved Employees.

Defendants were able to track the amount of time Plaintiff and other Aggrieved Employees spent working; however, Defendants failed to document, track, or pay Plaintiff and other Aggrieved Employees all wages earned and owed for all the work they performed. Plaintiff and other Aggrieved Employees were non-exempt employees, subject to the requirements of the California Labor Code. Defendants' policies and practices deprived Plaintiff and other Aggrieved Employees of all minimum regular, overtime, and double time wages owed for the off-the-clock work activities. Because Plaintiff and other Aggrieved Employees typically worked over forty (40) hours in a workweek, and more than eight (8) hours per day, Defendants' policies and practices also deprived them of overtime pay.

Defendants knew or should have known that Plaintiff's and other Aggrieved Employees' off-the-clock work was compensable under the law. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control, and benefit for the time spent working while off-the-clock, including but not limited to, undergoing pre-shift and post-shift work. Defendants' uniform policy and practice to not pay Plaintiff and other Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Reporting Time Violations: During the last year, Defendants from time to time required Plaintiff and Aggrieved Employees to report to work, but were furnished less than half their scheduled shift's worth of work and/or less than two (2) hours of work for a second reporting, and were not paid reporting time pay as required by California Code of Regulations, title 8, section 11040, subdivisions (A) and (B) and the applicable IWC Wage Orders. Subdivision 5(A) states, "(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage." Subdivision 5(B) states: "If an employee is required to report for work a second time in any one workday and is furnished less than two (2) hours of work on the second reporting, said employee shall be paid for two (2) hours at the employee's regular rate of pay, which shall be not less than the minimum wage."

Regular Rate Violation – Overtime, Double Time, Meal and Rest Period Premiums, and Redeemed Sick Pay: From time to time during the last year, Defendants failed and continue to fail to accurately calculate and pay Plaintiff and other Aggrieved Employees for their overtime and double time hours worked, meal and rest period premiums, and redeemed sick pay. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for working overtime without compensation at the correct overtime and double time rates, meal and rest period premiums, and redeemed sick pay rates. Defendants' uniform policy and practice not to pay Plaintiff and other Aggrieved Employees at the correct rate for all overtime and double time worked, meal and rest period premiums, and sick pay in accordance with applicable law is evidenced by Defendants' business records.

State law provides that employees must be paid overtime at one-and-one-half times their "regular rate of pay." Plaintiff and other Aggrieved Employees were compensated at an hourly rate plus

incentive pay that was tied to specific elements of an employee's performance. The second component of Plaintiff's and other Aggrieved Employees' compensation was Defendants' non-discretionary incentive program that paid Plaintiff and other Aggrieved Employees incentive wages based on their performance for Defendants. The non-discretionary bonus program provided all employees paid on an hourly basis with bonus compensation when the employees met the various performance goals set by Defendants. However, from time to time, when calculating the regular rate of pay in those pay periods where Plaintiff and other Aggrieved Employees worked overtime, double time, paid meal and rest period premium payments, and/or redeemed sick pay, and earned non-discretionary bonuses, Defendants failed to accurately include the non-discretionary bonus compensation as part of the employee's "regular rate of pay" and/or calculated all hours worked rather than just all non-overtime hours worked. Management and supervisors described the incentive/bonus program to potential and new employees as part of the compensation package. As a matter of law, the incentive compensation received by Plaintiff and other Aggrieved Employees must be included in the "regular rate of pay." The failure to do so has resulted in a systematic underpayment of overtime and double time compensation, meal and rest period premium payments, and redeemed sick pay to Plaintiff and other Aggrieved Employees by Defendants.

Specifically, California Labor Code Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid sick time, whether or not the employee actually works overtime in that workweek. Defendants' conduct, as articulated herein, by failing to include the incentive compensation as part of the "regular rate of pay" for purposes of sick pay compensation was in violation of California Labor Code Section 246 the underpayment of which is recoverable under California Labor Code Sections 201, 202, 203, and/or 204.

In violation of the applicable sections of the California Labor Code and the requirements of the Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice, and procedure, intentionally and knowingly failed to compensate Plaintiff and other Aggrieved Employees at the correct rate of pay for all overtime and double time worked, meal and rest period premiums, and redeemed sick pay as required by California law which allowed Defendants to illegally profit and gain an unfair advantage over competitors who complied with the law.

Unlawful Deductions: During the last year, Defendants, from time-to-time, unlawfully deducted wages from Plaintiff and Aggrieved Employees' pay without explanations and without authorization to do so or notice to Plaintiff and the Aggrieved Employees. As a result, Defendants violated Labor Code Section 221.

Timekeeping Manipulation: During the last year, Defendants, from time-to-time, did not have an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time Plaintiff and other Aggrieved Employees worked each day, including regular time, overtime hours, sick pay, meal and rest breaks. As a result, Defendants were able to and did in fact, unlawfully, and unilaterally alter the time recorded in Defendants' timekeeping system for Plaintiff and other Aggrieved Employees in order to avoid paying these employees for all hours worked, applicable overtime compensation, applicable sick pay, missed meal breaks and missed rest breaks. As a result, Plaintiff and other Aggrieved Employees, from time-to-time, forfeited time worked by working without their time being accurately recorded and

without compensation at the applicable pay rates.

The mutability of the timekeeping system also allowed Defendants to alter employee time records by recording fictitious thirty (30) minute meal breaks in Defendants' timekeeping system so as to create the appearance that Plaintiff and other Aggrieved Employees clocked out for thirty (30) minute meal breaks when in fact the employees were not at all times provided an off-duty meal break. This practice is a direct result of Defendants' uniform policy and practice of denying employees uninterrupted thirty (30) minute off-duty meal breaks each day or otherwise compensating them for missed meal breaks. As a result, Plaintiff and other Aggrieved Employees forfeited wages due to them for all hours worked at Defendants' direction, control and benefit for the time the timekeeping system was inoperable. Defendants' uniform policy and practice to not pay Plaintiff and the Aggrieved Employees wages for all hours worked in accordance with applicable law is evidenced by Defendants' business records.

Unlawful Rounding Practices: During the last year, Defendants did not have in place an immutable timekeeping system to accurately record and pay Plaintiff and other Aggrieved Employees for the actual time these employees worked each day, including overtime hours. Specifically, Defendants had in place an unlawful rounding policy and practice that resulted in Plaintiff and the Aggrieved Employees being undercompensated for all of their time worked. As a result, Defendants were able to and did in fact unlawfully and unilaterally round the time recorded in Defendants' timekeeping system for Plaintiff and the Aggrieved Employees in order to avoid paying these employees for all their time worked, including the applicable overtime compensation for overtime worked. As a result, Plaintiff and other Aggrieved Employees, from time to time, forfeited compensation for their time worked by working without their time being accurately recorded and without compensation at the applicable overtime rates.

Further, the mutability of Defendants' timekeeping system and unlawful rounding policy and practice resulted in Plaintiff's and the Aggrieved Employees' time being inaccurately recorded. As a result, from time to time, Defendants' unlawful rounding policy and practice caused Plaintiff and other Aggrieved Employees to perform work as ordered by Defendants for more than five (5) hours during a shift without receiving an off-duty meal break. For example, Defendants' unlawful rounding policy and practice is evidenced in the example below, wherein Defendants rounded Plaintiff's time to the nearest quarter-hour interval.

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CENTRAL CITY HARVESTING, INC													
440 W. Tefft St. Nipomo, CA 93444. Ph. 805-474-1743													
GROWER	LEGACY			INICIO	FIN	END	MIN			INICIO	FIN	END	MIN
FECHA / DATE	5-6-25			10:25	10:55	30 min				6:30	6:35	5 min	
CUADRILLA CREW	109			10:25	10:55	30 min							
ENTRADA / IN	6:30												
SALIDA / OUT	2:00												
TOTAL HRS	7												
TOTAL EMPL	19												

#	ACCT.	NAME	FOREMAN	Entrada	Salida	Tot Hrs	ENFERMO	PERMISO	OTRO	FIRMA EMPLEADO
1	212	Antonio Martinez	FOREMAN							
2										
3										
4										
5										
6										
7										
8										
9	381	Gildardo Garcia	Para 12	6:30	12:00	5				
10										
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RECORDATORIOS			
1. Rest breaks must be taken as near as possible to the middle of each 4-hour block. (Permisos de descanso deben ser tomados lo más cerca posible a la mitad de cada periodo de 4 horas)	Derecho a descansos y almuerzo a partir de 4 horas de trabajo		
2. You're entitled to a 1st meal period which must be started before you have completed 5 hours of work. (usted tiene derecho al primer periodo de almuerzo antes de la 5 hrs. de trabajo)	Has Ined - 1st Work	Desayuno - Break	Almuerzo - Meal
3. You're entitled to a 2nd meal period which must be started before you have completed 10 hours of work. 2nd meal break may be waived by mutual consent if working less than 12 hours and 1st meal break was taken. (usted tiene derecho al segundo periodo de almuerzo antes de la 10 hrs de trabajo. Se puede renunciar de mutuo acuerdo al segundo periodo de almuerzo si se van a trabajar menos de 12 horas y se tomó el primer periodo de almuerzo)	Has Ined - 2nd Work	Desayuno - Break	Almuerzo - Meal

Untimely Payment of Wages: Pursuant to California Labor Code Section 204, Plaintiff and the Aggrieved Employees were entitled to timely payment of wages during their employment. Plaintiff and the Aggrieved Employees, from time to time, did not receive payment of all wages, including, but not limited to, overtime wages, minimum wages, meal period premium wages, and rest period premium wages within the permissible time period. Pursuant to California Labor Code Section 201, "If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." Pursuant to California Labor Code Section 202, if an employee quits his or her employment, "his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Plaintiff and the Aggrieved Employees were, from time to time, not timely provided the wages earned and unpaid at the time of their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201 and 202. To date, Defendants have not fully paid Plaintiff the minimum, overtime and double time compensation still owed to Plaintiff or any penalty wages owed to

Plaintiff under California Labor Code Section 203.

Sick Pay Violations: California Labor Code Section 246 (a)(1) mandates that “An employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days as specified in this section.” Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements. From time to time, including within the last year, Defendants failed to have a policy or practice in place that provided Plaintiff and other Aggrieved Employees with sick days and/or paid sick leave. As of January 1, 2024, Defendants failed to adhere to the law in that they failed to provide and allow employees to use at least 40 hours or five days of paid sick leave per year. California Labor Code Section 246(i) requires an employer to furnish its employees with written wage statements setting forth the amount of paid sick leave available. From time to time, including within the last year, Defendants violated California Labor Code Section 246 by failing to furnish Plaintiff and other Aggrieved Employees with wage statements setting forth the amount of paid sick leave available.

Suitable Seating Violations: Plaintiff further alleges that the counters in Defendants’ workplace provide ample space at work stations to allow for the presence and use of a stool or seat by Defendants’ employees during the performance of their work duties. Defendants’ employees’ working at Defendants’ facilities spend a very substantial portion, and, in many workdays, the vast majority of their working time with Defendants’ customers. The nature of the position can reasonably be accomplished while using a seat/stool. In violation of the applicable sections of the California Labor Code and the requirements of the applicable Industrial Welfare Commission ("IWC") Wage Order, Defendants as a matter of company policy, practice and procedure, intentionally, knowingly and systematically failed to provide Plaintiff and the other Aggrieved Employees suitable seating when the nature of these employees’ work reasonably permitted sitting. Defendants knew or should have known that Plaintiff and other Aggrieved Employees were entitled to suitable seating and/or were entitled to sit when it did not interfere with the performance of their duties, and that Defendants did not provide suitable seating and/or did not allow them to sit when it did not interfere with the performance of their duties. By reason of this conduct applicable to Plaintiff and all Aggrieved Employees, Defendants violated California Labor Code Section 1198 and Wage Order 4-2001, Section 14 by failing to provide suitable seats.

Defendants also include DOES 1-50, the true names and capacities, whether individual, corporate, subsidiary, partnership, associate or otherwise, are presently unknown to Plaintiff who therefore sues these Defendants by such fictitious names. To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals, including DOES 1-50, responsible for the violations at issue.

To the extent that entities and/or individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code Sections including, but not limited to 558, 558.1, and 1197.1—Plaintiff reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue.

Any further amendments and changes to this notice shall relate back to the date of this notice. Consequently, Defendants are on notice that Plaintiff continues their investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of any of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein.

This notice is provided in compliance with California Labor Code Section 2699.3, *et seq.*

If you have any questions or concerns, please do not hesitate to contact me at the above number and address.

Very truly yours,

JCL LAW FIRM, APC

A handwritten signature in black ink, appearing to read 'Jean-Claude Lapuyade', with a stylized flourish at the end.

Jean-Claude Lapuyade, Esq.

Copies to:

Henderson Hatfield, APC

c/o Stacy L. Henderson

stacy@hendersonhatfield.com

Counsel for Central City Harvesting, Inc.