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Situated Employees
8

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **IN AND FOR THE COUNTY OF SACRAMENTO**

11
12 DANIEL WASHINGTON and JAMAL
GIBBS-WHITE, on behalf of themselves and
13 all others similarly situated,

14 Plaintiffs,

15 vs.

16 BLUE DIAMOND GROWERS, and DOES 1
through 50, inclusive,

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18 Defendants.
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Case No. 26CV010150

CLASS ACTION COMPLAINT FOR:

1. Failure to Provide Rest Periods or Pay Additional Wages in Lieu Thereof;
2. Failure to Provide Meal Periods or Pay Additional Wages in Lieu Thereof;
3. Failure to Pay Minimum Wages;
4. Failure to Pay Overtime Wages;
5. Failure to Provide Reimbursement for Necessary Business Expenditures;
6. Waiting Time Penalties;
7. Knowing and Intentional Failure to Comply with Itemized Employee Wage Statement Provisions;
8. Violation of the Unfair Competition Law, California Business & Professions Code §§ 17200 *et seq.*;
9. Penalties under Cal. Labor Code § 2699 *et seq.*

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiffs Daniel Washington and Jamal Gibbs-White (“Plaintiffs”) bring this action against Defendant Blue Diamond Growers and Does 1-50 (“Defendants”) individually and on behalf of all other similarly situated individuals employed under common circumstances and facts. The allegations made in this Complaint are based on Plaintiffs’ knowledge, except those allegations made on information and belief, which are based on the investigation of their counsel.

2. Plaintiffs bring this class action on behalf of a class of workers currently or formerly employed by Defendants in California. Plaintiffs seek to vindicate the rights afforded to workers under California law, including the California Labor Code and Wage Orders, and California’s Unfair Competition Law (“UCL”).

3. This action arises out of Defendants’ failure to provide rest periods or pay premium wages in lieu thereof, failure to provide meal periods or pay premium wages in lieu thereof, failure to pay minimum wages, failure to pay overtime wages, and failure to provide reimbursement for necessary business expenditures. As a result, Defendants failed to pay non-exempt employees, including Plaintiffs and the Class, all wages owed to them upon discharge (including seasonal layoffs) or resignation and failed to provide accurate, itemized wage statements in conformance with California law.

4. Defendant Blue Diamond Growers, together with Does 1 through 50, and each of them, directly and/or jointly employed Plaintiffs and the Class, and exercised control over their wages, hours, and working conditions.

5. Plaintiffs are informed and believe and thereon allege that each Defendant is responsible in some manner for the occurrences herein alleged, and that the damages herein alleged were actually and proximately caused by each Defendant’s conduct.

6. Plaintiffs were employed by Defendants as non-exempt employees in Sacramento County.

7. The core violations Plaintiffs allege against Defendants for themselves and the Class are: (1) failure to provide rest periods or provide premium wages in lieu thereof; (2) failure to provide meal periods or provide premium wages in lieu thereof; (3) failure to pay minimum

1 wages; (4) failure to pay overtime wages; (5) failure to provide reimbursement for necessary
2 business expenditures; (6) failure to pay all wages owed upon separation; (7) failure to provide
3 accurate, itemized wage statements; and (8) violation of the UCL.

4 8. Defendants have refused to pay all wages due and owed to Plaintiffs and Class
5 Members under the express provisions of the California Labor Code, which, in turn, resulted in
6 additional Labor Code violations entitling Plaintiffs and the Class to prompt payment of wages
7 and penalties.

8 9. Plaintiffs, for themselves and the Class, also seek injunctive relief requiring
9 Defendants to comply with all applicable California labor laws and regulations in the future and
10 preventing Defendants from engaging in and continuing to engage in unlawful and unfair
11 business practices.

12
13 **PARTIES**

14 10. Plaintiff Daniel Washington is a resident of San Joaquin County, California. At all
15 relevant times herein, he has been employed directly and/or jointly by Defendants, as an
16 employee in California, and has been employed by Defendants as a non-exempt employee.
17 Plaintiff Daniel Washington was hired by Defendants to work in California. During the relevant
18 time period, Plaintiff Daniel Washington worked for Defendants in California, performing
19 services covered by an applicable Wage Order during the Class Period. Plaintiff Daniel
20 Washington suffered injury in fact and loss of property because of Defendants' conduct
21 described in this Complaint.

22 11. Plaintiff Jamal Gibbs-White is a resident of Sacramento County, California. At all
23 relevant times herein, he has been employed directly and/or jointly by Defendants, as an
24 employee in California, and has been employed by Defendants as a non-exempt employee.
25 Plaintiff Jamal Gibbs-White was hired by Defendants to work in California. During the relevant
26 time period, Plaintiff Jamal Gibbs-White worked for Defendants in California, performing
27 services covered by an applicable Wage Order during the Class Period. Plaintiff Jamal Gibbs-
28

1 White suffered injury in fact and loss of property because of Defendants' conduct described in
2 this Complaint.

3 12. Plaintiffs and the employees whom Plaintiffs seek to represent were regularly
4 subjected to, or had personal knowledge of, the violations described in this Complaint.

5 13. The following allegations as to Defendants are made on information and belief,
6 and are likely to have evidentiary support after a reasonable opportunity for further investigation
7 or discovery.

8 14. At all times relevant, Blue Diamond Growers was a California Agricultural
9 Cooperative with a principal place of business in Sacramento County. On information and belief,
10 Defendant Blue Diamond Growers has hundreds of employees. At the core of Defendant Blue
11 Diamond Growers' violations are: systematic failure to keep accurate time and payroll records;
12 refusing to provide proper meal or rest periods or to provide premium wages in lieu thereof;
13 failing to pay minimum and overtime wages; failing to reimburse for necessary business
14 expenses; failing to provide accurate wage statements; and failing to pay all wages owed upon
15 separation from employment.

16 15. The acts and failures to act alleged herein were duly performed by and
17 attributable to all Defendants, each acting as a successor, agent, alter ego, employee, indirect
18 employer, joint employer, and/or integrated enterprise, at the direction and control of the others,
19 except as specifically alleged otherwise. Said acts and failures to act were within the scope of
20 such agency and/or employment, and each Defendant participated in, approved of, and/or ratified
21 the unlawful acts and omissions by the other Defendant complained of herein.

22
23 **JURISDICTION AND VENUE**

24 16. This case is subject to the jurisdiction of this court pursuant to the California
25 Labor Code, California Business and Professions Code, and California Code of Civil Procedure.
26 Defendants are entities, partnerships, businesses, and persons who reside in and/or conduct
27 business in the State of California and in this county.

17. Venue is proper in this judicial district because Defendants conduct business in Sacramento County, California. In addition, venue in Sacramento County is proper because many of Defendants' alleged violations arose in Sacramento County.

FACTUAL ALLEGATIONS

18. This is a class action pursuant to Code of Civil Procedure section 382 to vindicate the rights afforded to Plaintiffs and the Class under California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197, 1198, and 2802, and California Business and Professions Code section 17200 et seq. This action is brought on behalf of Plaintiffs and a Class comprised of all current and former non-exempt employees of Defendants. The claims in this action arise from Defendants' pattern and practice of wage-and-hour violations, including unpaid and improperly paid labor and the shifting of business expenses onto employees.

19. Defendants' actions in this case demonstrate a systematic disregard for the rights afforded to Plaintiffs and the Class under California wage and hour law. The following paragraphs detail specific violations of law giving rise to this action.

20. For at least four years prior to the filing of this action and through to the present (liability period for the UCL cause of action), Defendants have maintained and enforced against Plaintiffs and the Class the following unlawful practices and policies in violation of California wage and hour laws, including but not limited to:

- a. Requiring Class Members, including Plaintiffs, to work at least five (5) hours without a timely, thirty-minute, uninterrupted meal period, and failing to pay such employees one (1) hour of additional wages at the employees' regular rate of compensation for each workday that the meal period was not provided, in violation of California law and policy;
- b. Failing to provide rest periods of at least ten consecutive minutes for each four hours worked;

- c. Failing to pay minimum, contractual, or overtime premium wages to Plaintiffs and Class Members for all hours worked;
- d. Failing to provide necessary work equipment and/or failure to reimburse Plaintiffs and Class Members for the expense of using their personal devices to clock-in and clock-out;
- e. Failing to provide Class Members, including Plaintiffs, with accurate itemized wage statements in violation of California law and public policy;
- f. Failing to pay to Class Members, including Plaintiffs, all wages owed, as detailed above upon separation from employment – whether voluntary or not – in violation of California law and policy;
- g. Failing to create or maintain accurate time-keeping records for Class Members, including Plaintiffs, resulting in failure to accurately pay wages owed and provide accurate itemized wage statements, in violation of California law and public policy; and
- h. Engaging in unfair competition in violation of the UCL, Bus. & Prof. §§ 17200 *et seq.*, as a result of failing to pay wages owed and generate and maintain accurate records as described above.

21. Under the timekeeping and record-keeping policies, Defendants willfully provided inaccurate itemized wage statements that do not reflect all “hours worked” and wages earned. Defendants also failed to provide premium wages in lieu of providing compliant meal and rest periods. As such, Defendants failed to maintain accurate time-keeping records and wage statements.

1 22. Under their meal period policies, Defendants failed to provide employees: (a) at
2 least one (1) meal period prior to the fifth hour and/or two (2) meal periods for shifts greater than
3 ten hours, (b) net thirty-minute meal periods, and/or (c) timely meal periods. Further,
4 Defendants' policy is to not pay the premium wages owed to workers for missed, incomplete,
5 and/or untimely meal periods.

6 23. Under their rest period policy, Defendants failed to provide ten minutes of
7 uninterrupted rest and recovery time for each four hours worked.

8 24. Defendants' failure to authorize and permit requisite meal and rest periods, failure
9 to pay premium meal and rest period wages, and failure to pay wages at termination in addition
10 to the other violations alleged above, during all relevant times herein was intentional, willful, and
11 deliberate.

12 25. On information and belief, Defendants were on notice of the improprieties alleged
13 and/or have intentionally, deliberately, and willfully carried out these unlawful and unfair
14 business practices.

15 26. Defendants have made it difficult to account with precision for the unlawfully
16 withheld wages due to Plaintiffs and the Class during all relevant times herein, because
17 Defendants did not fully implement and preserve a record-keeping method to accurately record
18 all hours worked and wages earned by their employees, or manipulated such record-keeping
19 method for Defendants' advantage, in violation of California Labor Code §§ 226 and 1174(d),
20 and applicable IWC Wage Orders.

21 27. Defendants failed to comply with California Labor Code § 226(a) by failing to
22 itemize in wage statements all wages earned and by failing to accurately report total hours
23 worked by Plaintiffs and members of the proposed Class. Plaintiffs and Class Members are
24 therefore entitled to statutory penalties up to \$4,000 per employee pursuant to Labor Code
25 § 226(e).

1 28. Plaintiffs bring this action on behalf of themselves and all others similarly situated
2 as a class action pursuant to Section 382 of the California Code of Civil Procedure because there
3 is a well-defined community of interest in litigation and the proposed class is easily
4 ascertainable. Plaintiffs seek to represent the following Class, composed of, and defined, as
5 follows:

6 All non-exempt workers who are or have been employed by Defendants in the
7 State of California at any time within four (4) years prior to the filing of this
8 complaint in this action and the final disposition of this action.

9 29. On information and belief, the legal and factual issues are common to and affect
10 all Class Members. Plaintiffs may amend the above class definition as permitted or required by
11 this Court.

12 13 **NUMEROSITY**

14 30. The potential members of the Class as defined are so numerous that joinder of all
15 members of the Class is impracticable. While the precise number of Class Members has not been
16 determined at this time, Plaintiffs are informed and believe Defendants have employed hundreds
17 of employees in the State of California. These employees have been affected by Defendants'
18 unlawful practices as alleged herein.

19 31. Upon information and belief, Plaintiffs allege Defendants' employment records
20 would provide information as to the number and location of all Class Members. Joinder of all
21 members of the proposed Class is not practicable.

22 23 **COMMONALITY**

24 32. There are questions of law and fact common to the Class predominating over any
25 questions affecting only individual Class Members. These common questions of law and fact
26 include, without limitation:

- 27 a. Whether Defendants violated §§ 17200 *et seq.* of the Business
28 and Professions Code by the violation of California labor laws;

- 1 b. Whether Defendants violated the California Labor Code and
2 Wage Orders as a result of the allegations described in this
3 complaint;
- 4 c. Whether Defendants violated the California Labor Code and
5 Wage Orders by failing to provide lawful meal and rest periods
6 or discouraging Plaintiffs and Class Members from taking them
7 and failing to pay premium wages in lieu thereof, in violation of
8 California law;
- 9 d. Whether Defendants violated the California Labor Code and
10 Wage Orders by failing to, among other things, maintain
11 accurate records of Plaintiffs and other Class Members' earned
12 wages, work periods, hours worked, and wages earned;
- 13 e. Whether Defendants violated the California Labor Code and
14 Wage Orders by failing to reimburse Plaintiffs and other Class
15 Members for necessary business expenses;
- 16 f. Whether Defendants violated the California Labor Code and
17 Wage Orders by failing to pay minimum and overtime wages;
- 18 g. Whether Defendants violated the California Labor Code and
19 Wage Orders by failing to pay all earned wages due and/or
20 premium wages due and owing at the time that the employment
21 of any Class Members, including Plaintiffs, ended; and
- 22 h. Whether Plaintiffs and other Class Members are entitled to
23 restitution, wages, statutory penalties, premium wages,
24 injunctive relief, attorneys' fees, interest, and costs, and other
25 relief pursuant to the California Labor Code, applicable Wage
26 Orders, and the UCL.

1 **TYPICALITY**

2 33. The claims of the named Plaintiffs are typical of the claims of the Class. Plaintiffs
3 and all members of the Class sustained injuries and damages arising out of, and were caused by,
4 Defendants' common course of conduct in violation of California laws, regulations, and statutes
5 as alleged herein.

6
7 **ADEQUACY OF REPRESENTATION**

8 34. Plaintiffs will fairly and adequately represent and protect the interests of the
9 members of the Class. Plaintiffs' counsel is competent and experienced in litigating large
10 employment class actions.

11
12 **SUPERIORITY OF CLASS ACTION**

13 35. A class action is superior to other available means for the fair and efficient
14 adjudication of this controversy. Individual joinder of all Class Members is not practicable, and
15 questions of law and fact common to the Class predominate over any questions affecting only
16 individual members of the Class. Each member of the proposed Class has been damaged and is
17 entitled to recovery by reason of Defendants' unlawful policy and/or practice of failing to
18 compensate Class Members for all wages earned and engaging in the unlawful practices herein
19 complained of and denying Class Members meal periods and failing to provide legal
20 compensation.

21 36. Class action treatment will allow those similarly situated persons to litigate their
22 claims in the manner that is most efficient and economical for the parties and the judicial system.
23 It is unlikely individual Class Members have any interest in individually controlling separate
24 actions in this case. Class Members' lack of knowledge of the legal system and limited economic
25 resources would deprive most Class Members of the practical opportunity to pursue their claims
26 were this class action not certified.

1 37. Plaintiffs are unaware of any difficulties likely to be encountered in the
2 management of this action that would preclude its maintenance as a class action. The benefits of
3 maintaining this action on a class basis far outweigh any administrative burden in managing the
4 class action. Conducting the case as a class action would be far less burdensome than prosecuting
5 numerous individual actions.

6
7 **CLAIMS FOR RELIEF**

8 **FIRST CAUSE OF ACTION**

9 **REST PERIOD VIOLATIONS**

10 **CAL. LAB. CODE § 226.7 AND APPLICABLE IWC WAGE ORDERS**

11 **(All Plaintiffs Against All Defendants)**

12 38. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

13 39. Plaintiffs allege Defendants failed to provide proper rest periods.

14 40. Defendants failed to authorize and permit rest periods by failing to provide the
15 requisite number of breaks per shift and/or to allow net 10 minutes of rest, in violation of the
16 applicable Wage Orders and Labor Code § 226.7.

17 41. Rest periods were not voluntarily waived. Any express or implied waivers
18 obtained from Plaintiffs and, on information and belief, current and former employees and
19 members of the Class, were not willfully obtained, were not voluntarily agreed to, were a
20 condition of employment, or were part of an unlawful contract of adhesion.

21 42. Defendants failed to pay additional wages for rest periods that were not provided.
22 Plaintiffs and the Class are entitled to premium rest period wages pursuant to Labor Code §
23 226.7.

24 43. Wherefore, Plaintiffs and the Class they seek to represent are entitled to recover
25 the full amount of their unpaid rest period wages and all related penalties and remedies.

SECOND CLAIM FOR RELIEF
FAILURE TO PROVIDE PROPER MEAL PERIODS
OR COMPENSATION IN LIEU THEREOF
CAL. LAB. CODE §§ 226.7, 512 AND APPLICABLE IWC WAGE ORDERS
(All Plaintiffs Against All Defendants)

44. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

45. Plaintiffs and, on information and belief, the Class were not afforded timely meal periods as required by California law, since they were routinely required to work five hours or more without a timely, thirty minute, uninterrupted meal period, and they were not compensated for missed meal periods.

46. California Labor Code § 226.7 provides:

(a) No employer shall require any employee to work during any meal or rest period mandated by an applicable order of the Industrial Welfare Commission.

(b) If an employer fails to provide an employee a meal period or rest period in accordance with an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee's regular rate of compensation for each work day that the meal or rest period is not provided.

47. The applicable wage order issued by the Industrial Welfare Commission provides with regards to meal periods:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day's work the meal period may be waived by mutual consent of the employer and employee. Unless the employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an "on duty" meal period and counted as time worked. An "on duty meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to." The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each work day that the meal period is not provided.

48. California Labor Code § 512 contains a similar provision. In this case, there was no mutual waiver of meal periods and employees worked for periods of more than five hours without an off-duty meal period of at least 30 minutes. As noted above, Defendants violated

1 California law by failing to provide timely meal periods mandated by Labor Code § 226.7 and
2 the applicable IWC Wage Order. As such, Defendants are liable for one hour of pay at the
3 employee's regular rate of compensation for each workday that meal periods were not provided.

4 49. As noted above, Defendants violated California law by failing to provide meal
5 periods mandated by Labor Code § 226.7 and the applicable IWC Wage Order, and by failing to
6 provide one hour of pay at the employees' regular rate of compensation for each work day that
7 the meal period was not provided.

8 50. Plaintiffs and the Class did not voluntarily or willfully waive meal periods. Any
9 express or implied waivers obtained from Plaintiffs and the Class were not willfully obtained or
10 voluntarily agreed to, but rather were a condition of employment or part of an unlawful contract
11 of adhesion.

12 51. By failing to keep adequate time records required by §§ 226 and 1174(d) of the
13 Labor Code, Defendants have injured Plaintiffs and the Class and made it difficult to calculate
14 the unpaid meal period compensation due to Plaintiffs and the Class.

15 52. As a result of the unlawful acts of Defendants, Plaintiffs and the Class have been
16 deprived of wages in amounts to be determined at trial, and are entitled to recovery of such
17 amounts, plus interest and penalties thereon, attorneys' fees, and costs under Labor Code §§ 203,
18 226, 226.7, 512, 1194, and applicable IWC Wage Orders.

19 53. Wherefore, Plaintiffs and the Class request relief as described herein and below.

20 **THIRD CLAIM FOR RELIEF**
21 **FAILURE TO PAY MINIMUM WAGES**
22 **CAL. LAB. CODE §§ 1194, 1194.2, 1197(A) & APPLICABLE IWC WAGE ORDERS**
(All Plaintiffs Against All Defendants)

23 54. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

24 55. California Labor Code § 1197, which is entitled "Pay of Less Than Minimum
25 Wage," states:

26 The minimum wage for employees fixed by the commission is the
27 minimum wage to be paid to employees, and the payment of a less
28 wage than the minimum so fixed is unlawful.

1 56. Defendants have failed to pay minimum wages for all hours worked. In particular,
2 Defendants failed to accurately record all hours worked by Plaintiffs and the Class. Specifically,
3 Defendants required Plaintiffs and the Class to clock-out for meals and then continue to perform
4 work off-the-clock. Plaintiffs and the Class are not compensated for this time. Plaintiffs and the
5 Class are consequently not paid for all hours worked. These practices, among others, have
6 resulted in Defendants not paying the minimum wage for all hours worked. This violation of
7 California minimum wage law was substantial and a main feature of Defendants' employment
8 practices.

9 57. The Minimum Wage provisions of the California Labor Code are enforceable by
10 private civil action pursuant to California Labor Code §1194(a), which states:

11 Notwithstanding any agreement to work for a lesser wage, any
12 employee receiving less than the legal minimum wage or the legal
13 overtime compensation applicable to the employee is entitled to
14 recover in a civil action the unpaid balance of the full amount of
this minimum wage or overtime compensation, including interest
thereon, reasonable attorney's fees and costs of suit.

15 58. As such, Plaintiffs and the Class may bring this action for minimum wages,
16 interest, costs of suit, and attorney's fees pursuant to California Labor Code § 1194(a).

17 59. As described in California Labor Code § 1194.2, any such action incorporates the
18 applicable wage order of the California Labor Commission.

19 60. California Labor Code § 1194.2 provides:

20 In any action under Section 1194 ... to recover wages because of
21 the payment of a wage less than the minimum wages fixed by an
22 order of the commission, an employee shall be entitled to recover
liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

23 61. As described herein, this is an action under California Labor Code § 1194 to
24 recover wages on account of Defendants' failure to pay minimum wages as described in
25 California Labor Code §§ 1197, 1194(a), 1194.2 and the applicable IWC Wage Order. Therefore,
26 Plaintiff and the Class are also entitled to recover liquidated damages in an amount equal to the
27 wages unlawfully unpaid and interest thereon.

62. Wherefore, Plaintiffs and the Class request relief as described herein and below.

FOURTH CLAIM FOR RELIEF
FAILURE TO PAY OVERTIME PREMIUM WAGES

CAL. LAB. CODE §§ 200, *ET SEQ.*, 510, 1194, & WAGE ORDER(S)
(All Plaintiffs Against All Defendants)

63. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

64. Labor Code section 510(a) establishes the eight (8) hour workday and 40-hour workweek and provides that work in excess of eight (8) hours in one day or 40 hours in one week is to be compensated at one and one-half (1.5) the regular rate of pay (“overtime rate”). The wage orders, which are authorized under California Labor Code section 1185 and apply in this case, further provide that work more than 12 hours in a workday or eight hours on the seventh consecutive workday is to be compensated at the rate of twice the regular rate of pay (“double-time rate”).

65. Defendants violated California Labor Code section 510 and the applicable wage orders (or caused the violations) by subjecting employees to employer control, or knowingly suffering or permitting them to work, more than the statutory overtime thresholds, without paying the applicable premium rate.

66. Plaintiffs may enforce these provisions pursuant to Labor Code section 1194(a) and Business and Professions Code sections 17200 *et seq.*

67. California Labor Code section 1194(a) states:

Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney's fees and costs of suit.

68. Defendants refused to pay for all hours worked and failed to compensate Plaintiffs and Class Members at the agreed upon and statutory rates, rendering the overtime computations of Defendants unlawful.

1 69. Plaintiffs and, on information and belief, other current or former employees are
2 entitled to wages at the applicable premium rate because of Defendants' practice of not
3 compensating them at the required premium rate, as well as for failing to compensate them for
4 all "hours worked."

5 70. Defendants' failure to record all hours worked also resulted in unpaid overtime
6 wages, because Plaintiffs and Class Members were required to perform work off-the-clock,
7 including after clocking out for meal periods, such that employees who appeared to work fewer
8 than eight hours in a day in fact worked overtime hours that were neither recorded nor paid at the
9 applicable premium rates.

10 71. Plaintiffs are entitled to payment of wages owed under California Labor Code
11 sections 510, 1197, 1194(a) and the applicable wage orders.

12 72. Wherefore, Plaintiffs request relief against Defendants as described herein and
13 below, including unpaid wages, interest, attorneys' fees and costs of suit.

14
15 **FIFTH CLAIM FOR RELIEF**
16 **FAILURE TO REIMBURSE ALL BUSINESS EXPENSES**
 CALIFORNIA LABOR CODE § 2802 & APPLICABLE IWC WAGE ORDER(S)
 (All Plaintiffs Against All Defendants)

17 73. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

18 74. California Labor Code section 2802 provides, in pertinent part:

19 "[a]n employer shall indemnify his or her employee for all necessary
20 expenditures or losses incurred by the employee in direct consequence
21 of the discharge of his or her duties, or of his or her obedience to the
22 directions of the employer, even though unlawful. [. . .] For purposes of
this section, the term 'necessary expenditures or losses' shall include all
reasonable costs, including, but not limited to, attorney's fees incurred
by the employee enforcing the rights granted by this section."

23 75. Defendants failed to provide Plaintiffs and Class Members with all supplies
24 necessary to perform their duties as directed by Defendants and further failed to indemnify
25 Plaintiffs and Class Members for all necessary expenditures and losses incurred by Plaintiffs and
26 Class Members for the benefit of Defendants and to their detriment. Specifically, Defendants
27 required Plaintiffs and Class Members to clock-in and clock-out using their personal devices.
28 Defendants did not reimburse Plaintiffs and Class Members for said expenses or devices.

1 76. By requiring Plaintiffs and Class Members to incur business expenses as a direct
2 consequence of the discharge of their duties for Defendants and/or in obedience to Defendants'
3 direction without fully reimbursing or indemnifying employees for these expenses, Defendants
4 have violated Labor Code section 2802.

5 77. As a direct and proximate result of Defendants' unlawful practices and policies,
6 Plaintiffs and Class Members have suffered monetary losses, and are entitled to restitution of all
7 expenses incurred in the performance of their work duties, interest thereon, reasonable attorneys'
8 fees and costs, and all applicable statutory penalties available for the Defendants' violations of
9 Labor Code section 2802.

10 78. Defendants have willfully failed to reimburse Plaintiffs and Class Members for all
11 business expenses. Plaintiffs and Class Members are entitled to reimbursement of such expenses
12 pursuant to Labor Code section 2802, interest, attorneys' fees, and costs.

13 79. Plaintiffs, on behalf of themselves and the proposed Class, request reimbursement
14 and/or indemnification for their required business expenses as stated herein, and other relief as
15 permitted by law.

16
17 **SIXTH CLAIM FOR RELIEF**
18 **WAITING TIME PENALTIES**
 CAL. LAB. CODE §§ 201, 202, & 203
 (All Plaintiffs Against All Defendants)

19 80. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

20 81. California Labor Code §§ 201 and 202 provide for immediate payment of all
21 wages owed at termination of employment.

22 82. As described above, Defendants failed to pay meal/rest period premium wages,
23 and failed to pay minimum and overtime wages. Defendants have failed to liquidate these unpaid
24 wages upon separation from employment, whether through voluntary resignation or involuntary
25 termination, in violation of California law.

26 83. Defendants have violated California Labor Code §§ 201 and/or 202 by failing to
27 pay Plaintiffs and a substantial portion of the Class all the wages owed to them, because when
28 Plaintiffs and a substantial portion of the Class left their employment with Defendants,

1 Defendants did not pay them the wages owed for meal/rest premiums, and unpaid time. This
2 failure to pay wages owed was willful and, as such, Defendants are liable for penalties under §
3 203 of the Labor Code.

4 84. California Labor Code § 203 provides:

5 If an employer willfully fails to pay, without abatement or reduction, in
6 accordance with Sections 201, 201.5, 202, and 205.5, any wages of an
7 employee who is discharged or who quits, the wages of the employee shall
8 continue as a penalty from the due date thereof at the same rate until paid or
9 until an action therefore is commenced; but the wages shall not continue for
10 more than 30 days. An employee who secretes or absents himself or herself to
11 avoid payment to him or her, or who refuses to receive the payment when
fully tendered to him or her, including any penalty then accrued under this
section, is not entitled to any benefit under this section for the time during
which he or she so avoids payment. Suit may be filed for these penalties at
any time before the expiration of the statute of limitations on an action for the
wages from which the penalties arise.

12 85. Defendants willfully failed to pay all wages due as the failure to pay was not
13 inadvertent or accidental. As a result, Plaintiffs and the Class are entitled to 30 days' wages. "30
14 days' wages" is calculated pursuant to California case law as 30 working days and not merely a
15 month's wages.

16 86. In calculating 30 days' wages pursuant to California Labor Code § 203, Plaintiffs
17 and the Class are entitled to compensation for all forms of wages earned (even if not properly
18 paid), including, but not limited to, compensation for unprovided meal periods.

19 87. More than 30 working days have passed since Plaintiffs and many members of the
20 Class have left Defendants' employment, and despite this, they have not received payment
21 pursuant to Labor Code § 203. As a consequence of Defendants' willful conduct in not paying all
22 wages, Plaintiffs and the Class are entitled to 30 days' wages as a penalty under Labor Code §
23 203.

24 88. Wherefore, Plaintiffs and the Class seek the relief as described herein and below.
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28

SEVENTH CLAIM FOR RELIEF
FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS
CAL. LAB. CODE §§ 226 & IWC ORDER
(All Plaintiffs Against All Defendants)

89. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

90. California Labor Code Section 226(a) states:

Every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, either as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission, (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement, (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. The deductions made from payments of wages shall be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and a copy of the statement or a record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California.

91. Defendants have failed to provide Plaintiffs and, on information and belief, Class Members accurate itemized wage statements that include the gross wages earned, total hours worked, all deductions, net wages earned, pay period dates, name of employee, name and address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period, as mandated by Labor Code § 226 and applicable IWC Wage Order, because such statements understate wages by failing to include those wages owed for unprovided rest and meal periods and reimbursements of expenses.

92. Defendants have, in turn, violated California Labor Code § 226(a) by inaccurately stating gross and net wages and other issues as described above.

1 93. Defendants had the ability to provide Plaintiffs and the Class with accurate wage
2 statements as required by Labor Code section 226, but knowingly and intentionally failed to do
3 so.

4 94. Defendants' violation of Labor Code § 226 also constitutes a predicate violation
5 of California Business and Professions Code §§ 17200 *et seq.*

6 95. Wherefore, Plaintiffs and the Class request relief as described herein and below.

7
8 **EIGHTH CLAIM FOR RELIEF**
9 **VIOLATION OF UNFAIR COMPETITION LAW**
 CAL. BUS. & PRO. CODE §§ 17200 *ET SEQ.*
 (All Plaintiffs Against All Defendants)

10 96. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

11 97. On information and belief, and at all times relevant, Plaintiffs allege Defendants,
12 by and through their policies and practices, engaged in unlawful activity prohibited by Business
13 and Professions Code §§ 17200 *et seq.*, including the following:

14 a. Requiring Class Members, including Plaintiffs, to work at least
15 five (5) hours without a timely, thirty (30) minute, uninterrupted
16 meal period, and failing to pay such employees one (1) hour of
17 additional wages at the employees' regular rate of compensation
18 for each workday that the meal period was not provided, in
19 violation of California law and policy;

20 b. Failure to provide ten minutes of consecutive uninterrupted rest
21 time for every four hours worked and failing to pay such
22 employees one (1) hour of additional wages at the employees'
23 regular rate of compensation for each workday that the rest
24 period was not provided, in violation of California law and
25 policy;

26 c. Failure to provide Class Members, including Plaintiffs, with
27 accurate itemized wage statements in violation of California law
28 and public policy;

1 d. Failure to pay Class Members all wages owed at the time of
2 termination of employment in violation of California law and
3 public policy; and

4 e. Failure to create or maintain accurate time-keeping records for
5 Class Members, including Plaintiffs, resulting in failure to
6 accurately pay wages owed and provide accurate itemized wage
7 statements, in violation of California law and public policy.

8 98. Defendants' actions as alleged herein constitute false, fraudulent, unlawful,
9 unfair, and deceptive business practices, within the meaning of Business and Professions Code
10 §§ 17200 *et seq.* Plaintiffs and, on information and belief, the Class, have suffered injury in fact
11 and have lost money or property as a result of such unfair competition.

12 99. Plaintiffs and the Class are entitled to an injunction and other equitable relief
13 against such unlawful practices to prevent future damage, for which there is no adequate remedy
14 at law, and to avoid a multiplicity of lawsuits.

15 100. As a result of their unlawful acts, Defendants have obtained monies from
16 Plaintiffs and the Class to which they were not entitled, including but not limited to unpaid
17 wages and unreimbursed business expenses. Plaintiffs seek restitution of all such monies
18 wrongfully obtained from Plaintiffs and the Class, pursuant to California Business and
19 Professions Code section 17203.

20 101. Plaintiffs are informed and believe, and thereon allege, Defendants have been and
21 continue to be unjustly enriched through false, fraudulent, unlawful, unfair, and deceptive
22 business practices as alleged throughout this Complaint. Plaintiffs are further informed and
23 believe, and thereon allege, Plaintiffs and Class Members are prejudiced by Defendants' unfair
24 business practices.

1 102. As a direct and proximate result of Defendants' unfair business practices,
2 Plaintiffs, individually and on behalf of the Class, are entitled to equitable relief, including
3 restitution of all monies wrongfully obtained from Plaintiffs and the Class as a result of the
4 unlawful acts and practices alleged herein, and injunctive relief to prevent Defendants from
5 continuing such conduct.

6 103. As a direct and proximate result of Defendants' unfair business practices,
7 Plaintiffs and the Class are entitled to injunctive relief ordering Defendants to cease and desist
8 from the unlawful practices described herein, as well as all other equitable relief available under
9 California Business and Professions Code sections 17203 and 17204.

10 104. On information and belief, the unlawful conduct alleged herein is continuing, and
11 there is no indication Defendants will cease such activity. Plaintiffs allege that, if Defendants are
12 not enjoined from the conduct set forth in this Complaint, they will continue their practice of
13 failing to provide meal periods or compensation in lieu thereof, and failing to reimburse
14 employees for necessary expenses.

15 105. Wherefore, Plaintiffs and the Class request relief as described herein and below
16 and as deemed just and proper by this Court.

17 **NINTH CLAIM FOR RELIEF**
18 PENALTIES FOR VIOLATIONS PURSUANT TO LABOR CODE §§ 2698 *et seq.*, 558, AND
19 558.1
 (AGAINST ALL DEFENDANTS)

20 106. Plaintiffs incorporate all preceding paragraphs as though fully set forth herein.

21 107. Plaintiffs bring this representative claim for themselves, the State of California
22 and all other current and former employees of Defendants as a non-class claim, as expressly
23 authorized by the statute.

24 108. This PAGA cause of action is brought against Defendants pursuant to provisions
25 of the labor code including § 558, which imposes liability on "persons" (defined by Labor Code
26 § 18 as "... any person, association, organization, partnership, business trust, limited liability
27 company, or corporation.") who violate the Labor Code or IWC regulations or cause these to be
28

1 violated, and which provides for recovery of wages in addition to penalties. Section 558.1 is
2 similar.

3 109. Plaintiffs have complied with the PAGA's administrative requirements.
4 Specifically, in the manner prescribed in Labor Code § 2699.3, Plaintiffs gave notice to
5 Defendants and the Labor & Workforce Development Agency ("LWDA") of the Labor Code
6 provisions that Defendants are alleged to have violated, as well as the facts and theories
7 surrounding those allegations. Plaintiffs did not receive notice from the LWDA that it would not
8 investigate the allegations, entitling Plaintiffs to bring a PAGA cause of action, or the LWDA
9 failed to respond within the time allotted by statute.

10 110. Plaintiffs are aggrieved employees within the meaning of Labor Code § 2699(a).
11 They bring this cause on behalf of themselves, the State of California, and other aggrieved
12 employees – (i.e., current or former employees affected by the Labor Code violations alleged in
13 this Complaint).

14 111. Pursuant to Labor Code § 2699(a), Plaintiffs seek civil penalties as provided
15 under applicable Labor Code sections for violations alleged herein.

16 112. To the extent that any violation of statute or regulation alleged herein does not
17 carry a penalty, Plaintiffs seek civil penalties pursuant to Labor Code § 2699(f), which provides:

18 For all provisions of this code except those for which a civil
19 penalty is specifically provided, there is established a civil penalty
20 for a violation of these provisions, as follows: . . . (2) If, at the time
21 of the alleged violation, the person employs one or more
22 employees, the civil penalty is one hundred dollars (\$100) for each
aggrieved employee per pay period for the initial violation and two
hundred dollars (\$200) for each aggrieved employee per pay
period for each subsequent violation.

23 113. The penalties sought by Plaintiffs are to be distributed as mandated in Labor Code
24 § 2699(i) – 65% to the State and the remaining 35% to the aggrieved employees.

25 114. Defendants are liable to Plaintiffs, the State, and other current or former
26 employees for the violations alleged in this Complaint. Plaintiffs are also entitled to an award of
27 attorneys' fees and costs for bringing this claim as set forth below.

1 115. Plaintiffs' PAGA claim does not require Class Certification because both the
2 language of the PAGA and the express intent of the Legislature indicate an aggrieved employee
3 may act in place of the State and bring a representative action on behalf of the State and other
4 employees without having to certify a class. Labor Code § 2699 specifically states an aggrieved
5 employee may bring an action on behalf of other employees, "[n]otwithstanding any other
6 provision of law..." The wording of the PAGA, which authorizes an aggrieved employee to
7 bring an action "on behalf of himself or herself and other current or former employees... [,]" is
8 similar to the former wording of Business and Professions Code § 17204, which authorized a
9 person or organization to act "for the interests of itself, its members or the general public"
10 The Legislature has made clear an action under the PAGA is in the nature of an enforcement
11 action, with the aggrieved employee acting as Private Attorney General to collect penalties from
12 employers and persons who violate labor laws. Such an action is fundamentally a law
13 enforcement action designed to protect the public and penalize the defendant for past illegal
14 conduct. Restitution is not the primary object of a PAGA action, as its purpose is not recovering
15 damages, but civil penalties. And the PAGA does not preclude an employee from pursuing any
16 other claim she may have available under law.

17 116. As such, Plaintiffs individually hold a substantive right to stand in the shoes of the
18 State of California and bring this PAGA claim for the State and other current or former
19 employees.

20 117. Under California Labor Code § 558.1, any natural person who is an owner,
21 director, officer, or managing agent of an employer, acting on behalf of the employer, who
22 violates or causes to be violated any provision regulating minimum wages or hours and days of
23 work in any order of the Industrial Welfare Commission, or violates, or causes to be violated,
24 California Labor Code §§ 203, 226, 226.7, 1193.6, 1194, or 2802, may be held liable as the
25 employer for such violation.

26 118. A copy of Plaintiff's PAGA notice is attached hereto as **Exhibit 1**.

27 119. Wherefore, Plaintiffs request penalties pursuant to the PAGA as described herein
28 and any other relief this Court deems proper.

PRAYER FOR RELIEF

120. Wherefore, Plaintiffs pray for judgment for Plaintiffs and the Class as follows:

- a. That the Court determine this action may be maintained as a class action;
- b. For compensatory damages including wages in an amount according to proof with interest thereon;
- c. For economic and/or special damages in an amount according to proof with interest thereon;
- d. That each of the Defendants be found to have engaged in unfair competition in violation of California Business and Professions Code § 17200 *et seq.*;
- e. That Defendants be ordered to make restitution to Plaintiffs and the Class of all monies wrongfully obtained from them, including but not limited to unpaid wages and unreimbursed business expenses, pursuant to California Business and Professions Code section 17203;
- f. That each of the Defendants be enjoined from continuing the unlawful or unfair competition in violation of § 17200 as alleged herein;
- g. For premium wages pursuant to Labor Code §§ 226, 226.7, and 510;
- h. For an award of all statutory penalties and other monetary relief recoverable by Plaintiffs and the Class under applicable law, including but not limited to penalties pursuant to Labor Code §§ 203 and 226, liquidated damages pursuant to Labor Code § 1194.2, and reasonable attorneys' fees, costs, and interest thereon pursuant to Code of Civil Procedure § 1021.5, Labor Code §§ 218.5, 218.6,

226, and 1194, and/or other applicable law, relating to the facts alleged in this Complaint;

- i. For all additional monetary and equitable relief available under the California Labor Code and applicable Wage Orders, including any remedies specifically provided by statute, in amounts according to proof.

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand trial of their claims and those of the Class by jury to the extent authorized by law.

Dated: June 29, 2026

MALLISON & MARTINEZ

By: Cody Bolce
Stan S. Mallison
Hector R. Martinez
Cody A. Bolce

Attorneys for Plaintiffs and a Class
of Similarly Situated Employees

Exhibit 1



MALLISON & MARTINEZ

ATTORNEYS AT LAW

1939 HARRISON STREET, SUITE 730

OAKLAND, CA 94612

TELEPHONE: (510) 832-9999

FACSIMILE: (510) 832-1101

STAN S. MALLISON*
HECTOR R. MARTINEZ
CODY A. BOLCE
CRISTINA M. MATHEWS
ELIZABETH R. KLOS

*MEMBER OF CA, NV & OR BAR

VIA U.S. CERTIFIED MAIL

April 22, 2026

Blue Diamond Growers
1802 C Street
Sacramento, CA 95811

Agent for Service: CT Corporation
Gabriela Sanchez
330 N Brand BLVD
Glendale, CA 91203
Labor and Workforce Development Agency
(via online submission)

RE: (1) California Labor Code § 2699 (Private Attorneys General Act) – Notice by Aggrieved Employees; and (2) Litigation Hold – Preservation of Relevant Documents and Information.

To Whom It Concerns:

Our office represents Aggrieved Employees Daniel Washington and Jamal Gibbs-White (“Aggrieved Employees”).

This correspondence constitutes statutory notice pursuant to Labor Code section 2699.3(a)(1), for purposes of bringing a claim under the Private Attorneys General Act (“PAGA”). This also serves as a request for the California Labor & Workforce Development Agency (“LWDA” or “Agency”) to investigate and take appropriate action against Defendant and its agents, managers, supervisors, and/or owners.

April 22, 2026

Letter to PAGA Administrator, Blue Diamond Growers

Re: Labor Code § 2699 Notice by Aggrieved Employees Daniel Washington and Jamal Gibbs-White

Page 2 of 4

Pursuant to Labor Code section 2699.3(a)(1), Aggrieved Employees seek to assert a PAGA claim on behalf of the State of California and all other current and/or former non-exempt workers directly or jointly employed by Blue Diamond Growers (“Defendant”) in California. On information and belief, Defendant had full authority to implement and enforce the wage and hour policies at issue, was on actual or constructive notice of the violations described herein, and failed to prevent or remedy them.

Liability under PAGA may be based on a wide variety of Labor Code predicate provisions, including but not limited to sections 201, 202, 203, 204, 210, 218, 218.6, 221, 223, 225, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2802, Industrial Welfare Commission Wage Orders, sections 2699 et seq., and all of the provisions listed in Labor Code section 2699.5 (including the penalty provisions related to these predicate provisions), among others. Any violation of these or any other Labor Code provisions serve as the basis for a PAGA claim by an aggrieved employee on behalf of themselves and other current and former employees.

Further, pursuant to, without limitation, Labor Code sections 210, 558, 558.1, 2699(f), and other provisions of the Labor Code, please consider this notice to apply to Defendant and all other persons acting on behalf of Defendant who controlled or caused to be violated any provision of the California Labor Code or Wage Orders during the relevant time period.

At the core of Defendant’s violations is a uniform policy and practice of failing to provide legally compliant meal and rest periods, requiring employees to work off-the-clock, failing to pay all wages owed (including overtime wages), failing to maintain accurate time and payroll records, failing to provide accurate wage statements, and failing to reimburse necessary business expenses.

In particular, the policies described above relate to all non-exempt workers employed by Defendant in California and include the following:

1. Defendant failed to provide compliant meal periods. Aggrieved Employees and other non-exempt employees worked at Defendant’s receiving facility where they were required to process incoming trucks delivering agricultural product. During peak harvest season, employees began work as early as approximately 3:00 a.m., with trucks lined up awaiting processing, creating immediate and continuous production pressure. As a result, employees routinely worked more than five hours without being provided a timely, uninterrupted meal period. Meal periods, if provided at all, were often delayed until approximately 9:00 a.m. or later. In many instances, employees were required to clock out for meal periods but continue performing work, including processing trucks and performing sampling duties necessary for grower payment determinations. Meal periods were therefore late, interrupted, and/or not duty-free. Defendant failed to pay premium wages for missed, late, or noncompliant meal periods.
2. Defendant failed to authorize and permit compliant rest periods. Due to the constant flow of incoming trucks and operational demands of the receiving facility, employees were not relieved of duty to take uninterrupted ten-minute rest periods for every four hours worked. Defendant failed to pay premium wages in lieu of compliant rest periods.

April 22, 2026

Letter to PAGA Administrator, Blue Diamond Growers

Re: Labor Code § 2699 Notice by Aggrieved Employees Daniel Washington and Jamal Gibbs-White

Page 3 of 4

3. Defendant required employees to perform work off-the-clock, including working after clocking out for meal periods. Due to the continuous operational demands, including processing trucks and sampling product, employees were not relieved of duty despite being clocked out. As a result, employees worked more hours than reflected in Defendant's time records and were therefore not paid at least minimum wage for all hours worked. Because overtime compensation was calculated based only on recorded hours, this resulted in the systematic underpayment of overtime wages, including situations where employees appeared to work approximately forty hours in a workweek or eight hours in a day, but in fact worked additional unrecorded hours resulting in unpaid overtime.
4. These practices resulted in employees performing compensable work that pushed them beyond applicable daily and weekly overtime thresholds without proper compensation at premium rates.
5. Defendant failed to maintain accurate timekeeping records reflecting all hours worked. As a result of the above violations, wage statements did not accurately reflect total hours worked or wages earned, including failure to reflect premium wages for missed meal and rest periods.
6. As a result of the above violations, Defendant failed to pay all wages earned, including overtime wages and meal and rest period premium wages, and failed to timely pay all wages due upon separation of employment.
7. As a result of these violations, Defendant failed to timely pay all wages earned during each pay period, including wages for off-the-clock work, overtime wages, and meal and rest period premium wages in violation of Labor Code section 204.
8. Defendant required employees to use their personal cellular devices to clock in and out of work at the receiving facility. Defendant failed to reimburse employees for these necessary business expenses.
9. The above violations violated the Labor Code sections cited as well as those listed in 2699.5 including 201, 201.3, 201.5, 201.7, 202, 203, 203.1, 203.5, 204, 204a, 204b, 204.1, 204.2, 205, 205.5, 206, 206.5, 208, 209, and 212, subdivision (d) of Section 213, Sections 221, 222, 222.5, 223, 224, 230, 230.1, 230.2, 230.3, 230.4, 230.7, 230.8, and 231, subdivision (c) of Section 232, subdivision (c) of Section 232.5, Sections 233, 234, 351, 353, and 403, subdivision (b) of Section 404, Sections 432.2, 432.5, 432.7, 435, 450, 511, 551, 552, 601, 602, 603, 604, 750, 751.8, 800, 850, 851, 851.5, 852, 921, 922, 923, 970, 973, 976, 1021, 1021.5, 1025, 1026, 1101, 1102, 1102.5, and 1153, subdivisions (c) and (d) of Section 1174, Sections 1197.5, and 1198, subdivision (b) of Section 1198.3, Sections 1199, 1199.5, 1290, 1292, 1293, 1293.1, 1294, 1294.1, 1294.5, 1296, 1297, 1298, 1301, 1308, 1308.1, 1308.7, 1309, 1309.5, 1391, 1391.1, 1391.2, 1392, 1683, and 1695, subdivision (a) of Section 1695.5, Sections 1695.55, 1695.6, 1695.7, 1695.8,

April 22, 2026

Letter to PAGA Administrator, Blue Diamond Growers

Re: Labor Code § 2699 Notice by Aggrieved Employees Daniel Washington and Jamal Gibbs-White

Page 4 of 4

1695.9, 1696, 1696.5, 1696.6, 1697.1, 1700.25, 1700.26, 1700.31, 1700.32, 1700.40, and 1700.47, Sections 1735, 1771, 1774, 1776, 1777.5, 1811, 1815, 2651, and 2673, subdivision (a) of Section 2673.1, Sections 2695.2, 2801, 2806, and 2810, subdivision (b) of Section 2929, and Sections 3073.6, 6310, 6311, and 6399.7. The above provisions do not include all of the derivative penalties associated with the above provisions, which are listed throughout the Labor Code.

PLEASE TAKE NOTICE THAT THIS IS ALSO A GENERAL LITIGATION PRESERVATION NOTICE to preserve all documents relating to all employees, including but not limited to all timekeeping and payroll records in paper form, native electronic form and any other format in which they are generated and maintained in the regular course of business; all databases and computer or electronic systems that are used for timekeeping and payroll; all records and evidence in any way related to the facts and claims asserted in this letter; all records and evidence in any way related to claims of Aggrieved Employees, the state, and other current or former employees under the California Labor Code Private Attorney General (including underlying Labor Code and IWC orders), the California Government Code, and the Equal Employment Opportunity Act. These documents include but are not limited to all schedules (both current and former employees), all timekeeping records, all rest and meal period records, all duty and responsibility records, all records which include employee signatures or initials, all payroll records, all state or federal withholding records, all personnel files and other employment records, all records concerning the payment or non-payment of wages, or provision or non-provision of state mandated labor code protections, as well as all documents pertaining to harassment or discrimination against employees, all communications relating to these records and documents, and all emails relating to these records and documents.

Plaintiffs Daniel Washington and Jamal Gibbs-White may be contacted through our office: Mallison & Martinez, Attorneys at Law, 1939 Harrison Street, Suite 730, Oakland, California 94612.

Please be advised that our office will take action against Defendant for the violations alleged herein on or after 65 days from the date of this letter, pursuant to the Private Attorneys General Act, Labor Code sections 2698 *et seq.*

Sincerely,

MALLISON & MARTINEZ



Cody A. Bolce

P

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Agent for Service: CT Corporation

Gabriela Sanchez



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Agent for service: CT Corporation
Gabriela Sanchez
330 N. Brand Blvd STE 700
Glendale, CA 91203



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330 N. Brand Blvd STE 700

Glendale, CA 91203



Mónica Mandujano <mmandujano@themmlawfirm.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Wed, Apr 22, 2026 at 3:50 PM

To: "enotices@themmlawfirm.com" <enotices@themmlawfirm.com>

4/22/2026

LWDA Case No. LWDA-CM-1172306-26

Law Firm : Mallison & Martinez

Plaintiff Name : Daniel Washington, Jamal Gibbs-White

Employer: Blue Diamond Growers

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm