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Superior Court of California

County of Fresno

By: Rosa Garza, Deputy

12 **IN THE SUPERIOR COURT OF CALIFORNIA**

13 **COUNTY OF FRESNO, CIVIL DIVISION**

14 RUBEN REYNA, an individual,

15 Plaintiff,

16 vs.

17 LION RAISIN, INC., a California corporation,
18 ALFRED LION, an individual, LARRY LION,
19 an individual, and DOES 1 through 20 inclusive,

20 Defendants.

Case No. **24CECG01025**

COMPLAINT FOR:

1. Failure to Indemnify for Necessary Expenditures in Violation of Labor Code § 2802;
2. Failure to Timely Pay Wages in Violation of Labor Code § 204;
3. Willful Failure to Pay Wages in Violation of Labor Code §§ 201-203;
4. Civil Penalties in Violation of Labor Code §§ 2698, et seq.

Jury Trial Demanded

- 21 1. Plaintiff RUBEN REYNA is informed and believes and thereon alleges as follows:

22 **PARTIES, VENUE AND JURISDICTION**

- 23 2. Plaintiff RUBEN REYNA was at all times relevant hereto a resident of Tulare,
24 California.

1 3. At all relevant times herein, Defendant LION RAISIN, INC. was a Corporation with
2 its principal place of business in Selma, California.

3 4. Defendant ALFRED LION was at all times relevant herein the principal of LION
4 RAISIN, INC.

5 5. Defendant LARRY LION was at all times relevant herein the principal of LION
6 RAISIN, INC.

7 6. Plaintiff is informed and believes, and based thereon alleges, that there exists such a
8 unity of interest and ownership between LION RAISIN, INC., ALFRED LION, LARRY LION and
9 DOES 1-20 that the individuality and separateness of defendants have ceased to exist.

10 7. Plaintiff is informed and believes, and based thereon alleges, that despite the formation
11 of purported corporate existence, LION RAISIN, INC., ALFRED LION, LARRY LION and DOES
12 1-20 are, in reality, one and the same.

13 8. LION RAISIN, INC., ALFRED LION, LARRY LION, and DOES 1-20 do not comply
14 with all requisite corporate formalities to maintain a legal and separate existence.

15 9. The business affairs of LION RAISIN, INC., ALFRED LION, LARRY LION and
16 DOES 1-20 are, and at all times relevant were, so mixed and intermingled that the same cannot
17 reasonably be segregated, and the same are in inextricable confusion. LION RAISIN, INC. is, and at
18 all times relevant hereto was, used by DOES 1-20 LARRY LION and ALFRED LION as a mere shell
19 and conduit for the conduct of certain of Defendants' affairs, and is, and was, the alter ego of DOES
20 1-20. The recognition of the separate existence of LION RAISIN, INC. would not promote justice,
21 in that it would permit Defendants to insulate themselves from liability to Plaintiff for violations of
22 state law. The corporate existence of LION RAISIN, INC. and DOES 1-20 should be disregarded in
23 equity and for the ends of justice because such disregard is necessary to avoid fraud and injustice to
24 Plaintiff herein.

25 10. Accordingly, LION RAISIN, INC., ALFRED LION, LARRY LION and DOES 1-20
26 are the alter egos of one another, and the fiction of their separate corporate existence must be
27 disregarded.

28 11. As a result of the aforementioned facts, Plaintiff is informed and believes, and based

1 thereon alleges that LION RAISIN, INC., ALFRED LION, LARRY LION and DOES 1-20 are joint
2 employers by virtue of a joint enterprise, and that the employees and agents of LION RAISIN, INC.
3 were also employees of ALFRED LION, LARRY LION, and DOES 1-20. LION RAISIN, INC.
4 employees performed services for each and every one of Defendants, and to the mutual benefit of all
5 Defendants, and all Defendants shared control of them as employees, either directly or indirectly, and
6 the manner in which Defendants' business was and is conducted.

7 12. The true names and capacities, whether individual, corporate, associate, or otherwise,
8 of the Defendants named herein as DOES 1-20, inclusive, are unknown to Plaintiff at this time and
9 therefore these Defendants are sued by such fictitious names. Plaintiff will seek leave to amend this
10 Complaint to insert the true names and capacities of these Defendants when they become known to
11 Plaintiff. Plaintiff is informed and believes and based thereupon alleges, that each of the fictitiously
12 named Defendants is responsible for the wrongful acts alleged herein and are therefore liable to
13 Plaintiff as alleged hereinafter.

14 13. Plaintiff is informed and believes and based thereupon alleges, that at all times relevant
15 hereto, Defendants were the agents, employees, managing agents, supervisors, coconspirators, parent
16 corporation, joint employers, alter egos, successors, and/or joint ventures of the other Defendants,
17 and each of them, and in doing the things alleged herein, were acting at least in part within the course
18 and scope of said agency, employment, conspiracy, joint employer, alter ego status, successor status
19 and/or joint venture and with the permission and consent of each of the other Defendants.

20 14. Plaintiff is informed and believes and based thereupon alleges, that Defendants,
21 including those defendants named as DOES 1-20 acted in concert with one another to commit the
22 wrongful acts alleged herein, and aided, abetted, incited, compelled and/or coerced one another in the
23 wrongful acts alleged herein, and/or attempted to do so. Plaintiff is further informed and believes, and
24 based thereupon alleges, that Defendants, including those defendants named as DOES 1-20 formed
25 and executed a conspiracy or common plan pursuant to which they would commit the unlawful acts
26 alleged herein, with all such acts alleged herein done as part of and pursuant to said conspiracy,
27 intended to cause and actually causing Plaintiff's harm.

28 15. Whenever and wherever reference is made in this Complaint to any act or failure to

1 act by a Defendant or co-Defendant, such allegations and references shall also be deemed to mean
2 the acts and/or failures to act by each Defendant acting individually, jointly and severally.

3 **FACTUAL ALLEGATIONS**

4 16. RUBEN REYNA worked as a Mechanic for Defendants from approximately May 22,
5 2023 to August 3, 2023.

6 17. Plaintiff's job duties included working on pickup trucks, tractors, and tractor trailers.
7 He often would repair their air brakes, break drums, wheel bearings, and electrical lighting. However,
8 when working on tractors, Plaintiff was usually focused on engines, clutches, engine transmissions,
9 oil changes and tune ups.

10 18. Defendant LION RAISIN, INC. is a raisin production business with its principle place
11 of business located in Selma, California.

12 19. Plaintiff worked Monday through Friday, from 8:00 a.m. to 4:30 p.m. After June 26,
13 2023, Plaintiff worked from 7:00 a.m. to 4:30 p.m.

14 20. Upon hire, Defendants agreed to pay Plaintiff \$28 per hour.

15 21. During Plaintiff's employment, Defendants failed to provide the necessary tools to
16 adequately perform his job duties. The only tools provided by Defendants were two jack stands.
17 However, the quantity was not sufficient to allow multiple mechanics to perform their job duties, so
18 Plaintiff was forced to purchase his own jack stand for \$1,000. Additionally, Plaintiff used his
19 personal tools to perform his job duties, which are valued at \$20,000. To date Plaintiff has not been
20 reimbursed by Defendants for the use of his tools.

21 22. At all times relevant herein, Defendants provided Plaintiff and other employees with
22 an insufficient quantity of tools to adequately perform their job duties. The tools provided by
23 Defendants were insufficient to allow a single technician to perform their job. As such, technicians
24 and other employees were required to incur thousands of dollars in tool expenditures, which
25 Defendants have not reimbursed. Defendants' practice of failing to reimburse non-double minimum
26 wage-earning technicians for the purchase of their hand tools and equipment is violation of Labor
27 Code § 2802.

28 23. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should

1 have known that Plaintiff was entitled to receive full reimbursement for all business-related expenses
2 and costs he incurred in direct consequence of the discharge of his duties and that he did not receive
3 full reimbursement of applicable business-related expenses and costs incurred.

4 **FIRST CAUSE OF ACTION**

5 **FAILURE TO INDEMNIFY FOR NECESSARY EXPENDITURES**

6 **IN VIOLATION OF LABOR CODE § 2802**

7 **(AGAINST ALL DEFENDANTS)**

8 24. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
9 though fully set forth herein.

10 25. An employer shall indemnify his or her employee for all necessary expenditures or
11 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his
12 or her obedience to the directions of the employer.

13 26. From approximately May 22, 2023 to the present date, Plaintiff has been required by
14 Defendants to purchase tools, and in fact did purchase tools in order to perform their duties.

15 27. From approximately May 22, 2023 to the present date, Defendants failed to pay
16 Plaintiff less than twice the minimum wage in contravention of IWC Wage Order 4-2001, § 9(B), 8
17 CAL. CODE REGS. § 11040, § 9(B), and California Labor Code §§ 1182, 1194, 1194.2, and 1197.

18 28. Plaintiff is informed and believes and thereon alleges that, at all relevant times,
19 Defendants have maintained a policy, practice, or a lack of policy, which resulted in their failure to
20 indemnify Plaintiff for the reasonable expenses they incurred in the course of performing their duties.

21 29. As a result of the foregoing, Plaintiff is entitled to recover all sums incurred by their
22 for the purchase of the tools that were necessary for the performance of their job and which they was
23 required to purchase in an amount according to proof at trial.

24 30. As a result of the foregoing, Plaintiff is further entitled to an award of interest at the
25 same rate as judgments in civil actions, accruing from the date on which Plaintiff incurred the
26 necessary expenditures or loses and all reasonable costs, including attorney's fees incurred by them
27 enforcing the rights granted by Labor Code § 2802.

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SECOND CAUSE OF ACTION
FAILURE TO TIMELY PAY WAGES
IN VIOLATION OF LABOR CODE § 204

31. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as though fully set forth herein.

32. “All wages ... earned by any person in any employment are due and payable twice during each calendar month, on days designated in advance by the employer as the regular paydays ... (d) The requirements of this section shall be deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven calendar days following the close of the payroll period.” Lab. Code § 204.

33. “In addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections ... 204 ... shall be subject to a penalty as follows: (1) For any initial violation, one hundred dollars (\$100) for each failure to pay each employee. (2) For each subsequent violation, or any willful or intentional violation, two hundred dollars (\$200) for each failure to pay each employee, plus 25 percent of the amount unlawfully withheld.” Lab. Code § 210.

34. At all times relevant herein, Defendants engaged in a practice of failing to pay Plaintiff by the seventh calendar day following the close of the payroll period. Indeed, as discussed above, Plaintiff is owed wages for unpaid minimum wage, meal periods and unreimbursed business expenses. At no time during their employment were these outstanding sums ever paid to them. Instead, these outstanding sums continued to accumulate every pay period. Therefore, Plaintiff was not paid all wages earned by the seventh calendar day following the close of their pay periods.

35. As a direct and proximate result of Defendants’ failure to timely pay wages, Plaintiff is entitled to penalties under Labor Code § 210 in an amount subject to proof at trial.

THIRD CAUSE OF ACTION
WILLFUL FAILURE TO PAY WAGES
IN VIOLATION OF LABOR CODE §§ 201-203

36. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as

1 though fully set forth herein.

2 37. "If an employer discharges an employee, the wages earned and unpaid at the time of
3 discharge are due and payable immediately." Lab. Code § 201.

4 38. "If an employee not having a written contract for a definite period quits his or her
5 employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless
6 the employee has given 72 hours previous notice of his or her intention to quit, in which case the
7 employee is entitled to his or her wages at the time of quitting." Lab. Code § 202.

8 39. "If an employer willfully fails to pay any wages of an employee who is discharged or
9 who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same
10 rate until paid or until an action therefor is commenced." Lab. Code § 203.

11 40. Plaintiff was not exempt from the requirements of Labor Code §§ 201-203.

12 41. At no time since Plaintiff's separation of employment did Defendants pay them wait-
13 time penalties as required by Labor Code § 203.

14 42. As a direct and proximate result of Defendants' willful failure to pay Plaintiff's wages
15 upon their separation of employment, Plaintiff incurred wait-time penalties in an amount equal to
16 their daily rate of pay over the period that the wages were not paid in an amount subject to proof at
17 trial.

18 **FOURTH CAUSE OF ACTION**
19 **CIVIL PENALTIES IN VIOLATION OF**
20 **LABOR CODE § 2699, ET SEQ.**
21 **(AGAINST ALL DEFENDANTS)**

22 43. Plaintiff incorporates, by reference, all allegations in the foregoing paragraphs as
23 though fully set forth herein.

24 44. Under Labor Code §2698, et seq., Plaintiff, as a aggrieved employee, may bring an
25 action against Defendants, on behalf of herself and other current or former employees, seeking civil
26 penalties for defendants' violations of the California Labor Code.

27 45. Plaintiff was an aggrieved employee within the meaning of Labor Code §2698, et seq.
28 by virtue of the numerous Labor Code violations she was subjected to as plead herein.

46. Defendants also subjected the aggrieved employees on whose behalf Plaintiff brings this enforcement action to all of the Labor Code violations plead herein, including failing to reimburse for necessary business expenditures in violation of Labor Code § 2802, failure to timely pay wages in violation of Labor Code § 204 and willful failure to pay wages in violation of Labor Code § 201-203.

47. On October 12, 2023, Plaintiff provided written notice by online filing with the Labor and Workforce Development Agency and by certified mail to Defendants of the specific provisions of the Labor Code alleged to have been violated, including the facts and theories to support the alleged violation, as required by Labor Code § 2699.3 (a) (1) (A).

48. As of the filing of this Complaint, Plaintiff has received no notice from the Labor and Workforce Development Agency of its intent to pursue an action against Defendants.

49. As a direct and proximate result of Defendants' California Labor Code violations as set forth herein, Plaintiff is entitled to civil penalties of \$100 for each aggrieved employee per pay period for the initial violation, and \$200 for each aggrieved employee per pay period for each subsequent violation, pursuant to Labor Code §2699 (f), for those Labor Code sections not expressly providing for a penalty, and civil penalties provided by the specific Labor Code sections that do expressly provide for a penalty.

50. Plaintiff is also entitled to reasonable attorney's fees and costs, and 25% of the recovered civil penalties.

PRAYER FOR RELIEF

Plaintiff prays for relief and judgment against Defendants as follows:

1. For damages, unpaid wages, penalties, injunctive relief, and attorneys' fees in excess of \$25,000, exclusive of interest and costs.

**As to the First Cause of Action
(Unreimbursed Business Expenses)**

2. That the Court adjudge, declare and decree that Defendants violated Labor Code § 2802 by willfully failing to reimburse business expenses incurred by Plaintiff and the Class;

3. For unreimbursed business expenses and for all actual, consequential, and incidental

1 losses and damages, according to proof;

2 4. For interest at the same rate as judgments in civil actions, accruing from the date on
3 which Plaintiff and the Class incurred the necessary expenditures or loses pursuant to Labor Code §
4 2802;

5 5. For all reasonable costs and attorney's fees incurred by Plaintiff's enforcement of the
6 rights granted by Labor Code § 2802 pursuant to Labor Code § 2802 (c); and

7 6. For such other relief that the Court deems just and appropriate.

8 **As to the Second Cause of Action**

9 **(Failure to Timely Pay Wages)**

10 7. That the Court declare, adjudge, and decree that Defendants violated California Labor
11 Code § 204, applicable IWC Wage Orders and Codes of Regulation by willfully failing to timely pay
12 wages to Plaintiff and class members;

13 8. For penalties pursuant to Labor Code § 210, plus 25 percent of amounts unlawfully
14 withheld from Plaintiff and class members;

15 9. For all actual, consequential, and incidental losses and damages, according to proof;

16 10. For pre-judgment interest on any unpaid wages from the date such amounts were due,
17 or as otherwise provided by law;

18 11. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or
19 as otherwise provided by law; and

20 12. For such other relief that the Court deems just and appropriate.

21 **As to the Third Cause of Action**

22 **(Willful Failure to Pay Wages)**

23 13. That the Court declare, adjudge, and decree that Defendants violated California Labor
24 Code § 201-203, applicable IWC Wage Orders and Codes of Regulation by willfully failing to pay
25 minimum wages, overtime wages, and meal and rest premiums owed to Plaintiff either upon discharge
26 or within 72 hours of their resignation;

27 14. For wait time penalties pursuant to Labor Code § 203;

28 15. For all actual, consequential, and incidental losses and damages, according to proof;

16. For pre-judgment interest on any unpaid wages from the date such amounts were due,
or as otherwise provided by law;

17. For attorneys' fees pursuant to California Code of Civil Procedure section 1021.5, or as otherwise provided by law; and

18. For such other relief that the Court deems just and appropriate.

As to the Fourth Cause of Action

(Civil Penalties under the PAGA)

19. That the Court declare, adjudge, and decree that Defendants violated all California Labor Code sections plead herein, including Labor Code §§ 201-204 and 2802;

20. For civil penalties pursuant to 210, 2699 (a) and/or 2699 (a), (f) and (g), for violations of all California Labor Code sections plead herein, including Labor Code §§ 201-204, and 2802;

21. For attorneys' fees and costs pursuant to California Labor Code § 2699 (g) (1), and any and all other relevant statutes, for Defendants' violations of all California Labor Code sections plead herein, including Labor Code §§ 201-204 and 2802;

22. For pre-judgment and post-judgment interest as provided by law; and

23. For such other and further relief as the Court deems just and appropriate.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues.

PIMENTEL LAW, P.C.

Dated: March 5, 2024

By:

Gabriel J. Pimentel, Esq.
Yesenia L. Rodriguez, Esq.
Attorneys for Plaintiff