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County of Madera
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA**

RAQUEL VEGA DE DUARTE, as an
individual, and on behalf of all others similarly
situated,

Plaintiff,

v.

SAN JOAQUIN FIGS, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. MCV099294

Amended as a Matter of Right Pursuant to
Labor Code Section 2698.3(a)(2)(C)

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 558, 1194, AND
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7 AND 512);**
- (4) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (5) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*); AND**
- (7) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS
GENERAL ACT (LABOR CODE §
2698, *et seq.*)**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Raquel Vega De Duarte (hereinafter “Plaintiff”), as an individual, and on behalf
2 of all others similarly situated, hereby brings this First Amended Class and Representative Action
3 Complaint against San Joaquin Figs, Inc. and DOES 1 to 100, inclusive (collectively
4 “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this First Amended Class and Representative Action
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 246, 226.7, 510, 512, 558, 1182.12,
9 1194, 1194.2, 1197, 1198, 2698 *et seq.*, and the relevant Industrial Welfare Commission Wage
10 Orders (“the Wage Orders”), in addition to seeking declaratory relief and restitution. This
11 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

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

21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
23 Plaintiff was and currently is a California resident. During the four years immediately preceding
24 the filing of the Complaint in this action and within the statute of limitations periods applicable
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
26 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
28 §§ 201-204, 226 *et seq.*, 246, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et*

1 *seq.*, California Business and Professions Code § 17200 *et seq.* (“Unfair Competition Law”), and
2 the relevant Wage Orders.

3 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
4 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
5 continue to do) business in the agricultural industry, employed Plaintiff within Madera County
6 and the state of California and, therefore, were (and are) doing business in Madera County and
7 the State of California.

8 5. Plaintiff does not know the true names or capacities, whether individual, partner,
9 or corporate, of the defendants sued herein as DOES 1 to 100, inclusive, and for that reason, said
10 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
11 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
12 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
13 partners, or corporate, were responsible in some manner for the acts and omissions alleged herein,
14 and proximately caused Plaintiff and the Classes (as defined herein) to be subjected to the
15 unlawful employment practices, wrongs, injuries and damages complained of herein.

16 6. Plaintiff is informed, and believes, and thereon alleges, that at all times mentioned
17 herein, Defendants were and are the employers of Plaintiff and all members of the Classes.

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

25 8. At all times mentioned herein, Defendants, and each of them, were members of
26 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
27 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
28 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and

1 all members of the Classes.

2 **GENERAL FACTUAL ALLEGATIONS**

3 9. Plaintiff began working for Defendants on approximately August 17, 2022, and
4 continued in their employment until approximately August 20, 2025 when her employment was
5 terminated by Defendants. Defendants are in the agricultural industry, growing, drying, and
6 processing figs for market. Defendants own and operate fig orchards throughout the Central
7 Valley, including in Madera County. Plaintiff worked for Defendants as a laborer, sorting and
8 packing dried figs. She would start her 8-hour shifts at 6:00 a.m., and generally finished at
9 2:30p.m. She was typically scheduled to work five days a week, from Monday-Friday, but
10 sometimes only worked three or four days in a week. As reflected on Plaintiff's wage statements,
11 she was compensated at a rate of \$16.50/hour.

12 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
13 other non-exempt employees were not paid for all hours worked as Defendants would not
14 accurately keep track of their actual hours worked, and/or would unlawfully subject Plaintiff's
15 and other non-exempt employees' actual hours to time rounding, as evidenced by Plaintiff's
16 paystubs consistently demonstrating rounding to perfect quarter-hour increments. Upon
17 information and belief, the time records maintained by Defendants were not reflective of the
18 actual number of hours that Plaintiff and other non-exempt employees actually worked as a result
19 of this practice. Plaintiff is informed and believes, and based thereon alleges, that Defendants
20 used an electronic timekeeping and payroll system that was technologically capable of capturing
21 the exact time of Plaintiff's and other non-exempt employees' clock-ins and clock-outs to the
22 minute, but that Defendants nonetheless applied a uniform policy or practice of rounding actual
23 time entries to perfect quarter-hour increments to the detriment of Plaintiff and other non-exempt
24 employees.

25 11. When Plaintiff and other non-exempt employees worked overtime, they were not
26 always compensated at 1.5 times their regular rate of pay, as Defendants failed to properly
27 calculate the baseline regular rate, which should have included all productivity bonuses. Plaintiff
28 regularly qualified for this non-discretionary bonus by completing in excess of 375 units within

a prescribed time period, as evidenced by her February, March, and April 2025 paystubs, among others. Plaintiff and other non-exempt employees worked overtime hours, but did not receive overtime compensation equal to one and one-half times their proper regular rates of pay for all overtime hours worked, as their regular rate was not properly calculated. This computing error resulted in Defendants systematically failing to pay complete overtime to Plaintiff and other non-exempt employees. As a result, Defendants failed to ensure that Plaintiff and other non-exempt employees were being paid at least the lawful minimum wage for all hours actually worked. By way of example, the wage statement for the pay period of March 16, 2025 to March 22, 2025 shows that Plaintiff worked 40 regular hours and 7.75 overtime hours and earned a non-discretionary productivity bonus of \$47.74 in addition to her hourly wages, but Defendants calculated her overtime premium based on her base hourly rate of \$16.50 (paying overtime at \$24.75 per hour, equal to 1.5 times the base hourly rate alone), rather than based on a regular rate of pay that included the productivity bonus. The same regular-rate calculation defect appears on every wage statement during the limitations period in which Plaintiff and other non-exempt employees earned both overtime and a productivity bonus.

12. The regular rate miscalculations noted above also resulted in Defendants' failure to pay proper meal premium payments¹, and properly pay Plaintiff and other non-exempt employees for sick leave and vacation pay, to the extent vacations pay was provided. By way of example, Plaintiff's wage statements that reflect both the productivity bonus and paid sick leave (e.g., the 2/16/2025 to 2/22/2025 and 2/23/2025 to 3/1/2025 pay periods, among others) calculate sick pay at Plaintiff's base hourly rate of \$16.50, rather than at the regular rate of pay for the workweek (or for the 90-day reference period) inclusive of the productivity bonus, in violation of California Labor Code section 246(l). Defendants applied the same flawed sick-pay calculation as a uniform policy or practice with respect to all members of the Classes who earned both a

¹ See e.g. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal.5th 858, 876 "the 'additional hour of pay' premium for meal or rest break violations (§ 226.7(c)), 'compensates the employee for events *other than time spent working*.'" (Emphasis original, internal citations omitted.)

1 productivity bonus and paid sick leave.

2 13. For the reasons stated above, Defendants also failed to provide Plaintiff with all
3 wages and other monies owed on their last days of work (when permanently separating or when
4 working seasonally), as mandated by California law in the event an employee is terminated, in
5 part due to time rounding and Defendant's failure to properly calculate regular rates of pay,
6 inclusive of non-discretionary productivity bonuses.

7 14. Defendants also did not provide Plaintiff and other non-exempt employees with
8 all legally compliant first meal periods when they worked shifts in excess of 5.0 hours. Plaintiff
9 and other non-exempt employees were often interrupted during their meal periods with texts from
10 managers concerning duties to be performed after lunch. Despite Defendants' failure to provide
11 Plaintiff and other non-exempt employees with all lawful meal periods due to their uniform and
12 unlawful practices, Defendants did not always provide Plaintiff and other non-exempt employees
13 with an hour of pay at their regular rate for each meal period violation as required by Labor Code
14 § 226.7. By way of example, Plaintiff did not punch out for meal periods, so Defendant had no
15 ability to accurately track her clock-ins and clock-outs. Upon information and belief, during a
16 portion of the class period, Defendants maintained no payroll code or another mechanism for the
17 payment of meal period premiums in the event that Plaintiff and other non-exempt employees
18 were not authorized to take meal periods. Because Plaintiff and other non-exempt employees did
19 not punch out at the start and end of their meal periods, Defendants' time records do not show,
20 for any workday on which a meal period was required, that a 30-minute meal period was provided
21 before the end of the fifth hour of work, giving rise to a rebuttable presumption that legally
22 compliant meal periods were not provided. Further, to the extent any meal period premium was
23 paid, it was paid at Plaintiff's base hourly rate rather than at the regular rate of pay inclusive of
24 the productivity bonus, in violation of California Labor Code section 226.7(c).

25
26 15. Defendants have maintained inaccurate payroll records, failed to timely pay all
27 wages owed to employees, and failed to timely pay separating employees at the time of their
28 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure

1 to accurately compensate Plaintiff and other non-exempt employees for all minimum and
2 overtime wages, and failure to pay premium pay for failing to provide all required meal periods.

3 16. Defendants also failed to provide Plaintiff with all wages and other monies owed
4 on her last day of work, as mandated by California law in the event an employee is terminated, in
5 part due to inaccurate time records and Defendant's failure to pay all premiums owed.

6 17. Defendants have maintained inaccurate payroll records, failed to timely pay all
7 wages owed to employees, and failed to timely pay separating employees at the time of their
8 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure
9 to accurately compensate Plaintiff and other non-exempt employees for all minimum and
10 overtime wages, and failure to pay premium pay for failing to provide all required meal periods.

11 18. Defendants failed to issue to Plaintiff and other non-exempt employees accurate
12 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the
13 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee
14 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written
15 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the
16 inclusive dates of the period for which the employee is paid, (7) the name of the employee and
17 only the last four digits of his or her social security number or an employee identification number
18 other than a social security number, (8) the name and address of the legal entity that is the
19 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding
20 number of hours worked at each hourly rate by the employee.
21

22 **CLASS ACTION ALLEGATIONS**

23 19. **Class Definitions:** Plaintiff brings this action on behalf of herself and the
24 following Classes pursuant to § 382 of the Code of Civil Procedure:

- 25 a. The Minimum Wage Class consists of all current and former non-exempt
26 employees of Defendants who performed in California and were subject to
27 Defendants' timekeeping systems and/or practices during the four years
28 immediately preceding the filing of this lawsuit through the present.

- b. The Overtime Wage Class consists of all current and former non-exempt employees of Defendants who performed work for in California and who worked overtime hours during the four years immediately preceding the filing of this lawsuit through the present.
- c. The Meal Period Class consists of all current and former non-exempt employees of Defendants who performed work in California and worked at least one shift in excess of 5.0 hours without a meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work, and who do not have a corresponding meal period premium payment made for such shifts during the four years preceding the filing of this lawsuit through the present.
- d. The Wage Statement Class consists of all members of the Minimum Wage Class, Overtime Class, and/or Meal Period Class who received a wage statement from Defendants during the one year immediately preceding the filing of this lawsuit through the present.
- e. The Waiting Time Class consists of all of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Meal Period Class who separated from employment during the three years immediately preceding the filing of this lawsuit through the present.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than seventy (70) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

21. **Common Questions of Law and Fact Predominate/Well Defined Community of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly situated employees, which predominate over questions affecting only individual members. Those common questions include, without limitation:

- i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and the Wage Orders by requiring members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices and regular rate computation errors resulted in the failure to properly compensate members of the Minimum Wage and Overtime Classes;
- iv. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- v. Whether Defendants provided accurate, itemized wage statements to members of the Classes; and
- vi. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were lawful.

22. **Predominance of Common Questions:** Common questions of law and fact predominate over questions that affect only individual members of the Classes. The common questions of law set forth above are numerous and substantial and stem from Defendants' policies and/or practices applicable to each individual class member, such as Defendants' uniform timekeeping policies and practices, meal period policies and practices, regular-rate-of-pay policies and practices, wage statement policies and practices, and the policies and practices regarding the timely payment of final wages. As such, the common questions predominate over individual questions concerning each individual class

23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because Plaintiff was employed by Defendants as a non-exempt employee in California during the

1 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
2 herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal period and
3 timekeeping policies and practices, was subjected to Defendants' unlawful regular-rate-of-pay
4 calculation practices, was provided inaccurate wage statements, and was not paid all wages earned
5 at the time of her separation of employment.

6 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
7 to represent fairly and adequately the interests of the members of the Classes. Moreover,
8 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of
9 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-
10 and-hour class actions in state and federal courts in the past and are committed to vigorously
11 prosecuting this action on behalf of the members of the Classes.

12 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
13 an important public interest in establishing minimum working conditions and standards in
14 California. These laws and labor standards protect the average working employee from
15 exploitation by employers who have the responsibility to follow the laws and who may seek to
16 take advantage of superior economic and bargaining power in setting onerous terms and
17 conditions of employment. The nature of this action and the format of laws available to Plaintiff
18 and members of the Classes make the class action format a particularly efficient and appropriate
19 procedure to redress the violations alleged herein. If each employee were required to file an
20 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
21 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
22 their vastly superior financial and legal resources. Moreover, requiring each member of the
23 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
24 employees who would be disinclined to file an action against their former and/or current employer
25 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
26 employment. Further, the prosecution of separate actions by the individual class members, even
27 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
28

1 with respect to the individual class members against Defendants herein; and which would
2 establish potentially incompatible standards of conduct for Defendants; and/or legal
3 determinations with respect to individual class members which would, as a practical matter, be
4 dispositive of the interest of the other class members not parties to adjudications or which would
5 substantially impair or impede the ability of the class members to protect their interests. Further,
6 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
7 individual prosecution considering all of the concomitant costs and expenses attending thereto.
8 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
9 Civil Procedure.

10 **FIRST CAUSE OF ACTION**
11 **MINIMUM WAGE VIOLATIONS**
12 **(AGAINST ALL DEFENDANTS)**

13 26. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

14 27. The relevant Wage Orders and California Labor Code §§ 1197 and 1182.12
15 establish the right of employees to be paid minimum wages for all hours worked in amounts set
16 by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been
17 paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance
18 together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal
19 to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed
20 to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the
21 Minimum Wage Class for all hours actually worked including, but not limited to, all hours he was
22 subject to the control of Defendants and/or suffered or permitted to work under the California
23 Labor Code and the Wage Orders.

24 28. California Labor Code § 1198 makes unlawful the employment of an employee
25 under conditions that the IWC prohibits. California Labor Code §§ 1194(a) and 1194.2(a) provide
26 that an employer who has failed to pay its employees the legal minimum wage is liable to pay
27 those employees the balance of the unpaid wages as well as liquidated damages in an amount
28

1 equal to the wages due and interest thereon.

2 29. As a direct and proximate result of Defendants' unlawful conduct as alleged
3 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but
4 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are
5 entitled to recover economic and statutory damages and penalties and other appropriate relief as
6 a result of Defendants' violations of the California Labor Code and the Wage Orders.

7 30. Defendants' practice and uniform administration of corporate policy regarding
8 illegal employee compensation is unlawful and creates an entitlement to recovery by Plaintiff and
9 the Minimum Wage Class in a civil action for the unpaid amount of minimum wages, liquidated
10 damages, including interest thereon, statutory penalties, and attorneys' fees and costs of suit
11 according to California Labor Code §§ 204, 558, 1194, *et seq.*, 1197, 1198 and Code of Civil
12 Procedure § 1021.5.

13 **SECOND CAUSE OF ACTION**

14 **FAILURE TO PAY ALL OVERTIME WAGES**

15 **(AGAINST ALL DEFENDANTS)**

16 31. Plaintiff re-allege and incorporates by reference all previous paragraphs.

17 32. This cause of action is brought pursuant to Labor Code §§ 204, 510, 558, 1194,
18 and 1198, which provide that non-exempt employees are entitled to overtime wages for all
19 overtime hours worked, and provide a private right of action for the failure to pay all overtime
20 compensation for overtime work performed.

21 33. At all times relevant herein, Defendants were required to properly compensate
22 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California
23 Labor Code § 1194 and the Wage Orders. The Wage Orders requires an employer to pay overtime
24 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth
25 in the Wage Orders.

26 34. The foregoing policies and practices are unlawful and create entitlement to
27 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime
28 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of

1 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, the Wage Orders, and
2 Code of Civil Procedure § 1021.5.

3 **THIRD CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

6 35. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

7 36. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
8 in their affirmative obligation to provide all of their non-exempt employees in California,
9 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods
10 in accordance with the mandates of the California Labor Code and the Wage Orders. Despite
11 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
12 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§
13 204, 210, 226.7, and 512.

14 37. As a result, Defendants are responsible for paying premium compensation for meal
15 period violations including interest thereon, as well as statutory penalties, civil penalties, and
16 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, the Wage Orders, and Civil Code
17 §§ 3287(b) and 3289.

18 **FOURTH CAUSE OF ACTION**

19 **WAITING TIME PENALTIES**

20 **(AGAINST ALL DEFENDANTS)**

21 38. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

22 39. This cause of action is brought pursuant to Labor Code §§ 201-203, which require
23 an employer to pay all wages immediately at the time of termination of employment in the event
24 the employer discharges the employee or the employee provides at least 72 hours of notice of
25 his/her intent to quit. In the event the employee provides less than 72 hours of notice of his/her
26 intent to quit, said employee's wages become due and payable not later than 72 hours upon said
27 employee's last date of employment.

28 40. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class

1 all final wages due to them at the time of their separation including, among other things, unpaid
2 and/or underpaid overtime and minimum wages owed, and meal & rest period premium wages.
3 Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform
4 policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all
5 earned wages at the end of employment in a timely manner pursuant to the requirements of Labor
6 Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of
7 Labor Code § 203.

8 41. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their
9 earned wages upon separation from employment results in a continued payment of wages up to
10 thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time
11 Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees
12 and costs of suit.

13 **FIFTH CAUSE OF ACTION**

14 **WAGE STATEMENT VIOLATIONS**

15 **(AGAINST ALL DEFENDANTS)**

16 42. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

17 43. Plaintiff is informed and believes, and based thereon alleges, that Defendants
18 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
19 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
20 number of hours worked, and meal & rest period premiums in violation of Labor Code § 226 et
21 seq.

22 44. Defendants' failures in furnishing Plaintiff and the Wage Statement Class with
23 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
24 among other things, the non-payment of all minimum wages, overtime wages, meal and rest
25 period premium wages, and deprived them of the information necessary to identify the
26 discrepancies in Defendants' reported data.

27 45. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage
28 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226

et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit according to California Labor Code § 226 et seq.

SIXTH CAUSE OF ACTION

UNFAIR COMPETITION

(AGAINST ALL DEFENDANTS)

46. Plaintiff re-alleges and incorporate by reference all previous paragraphs.

47. Defendants have engaged and continue to engage in unfair and/or unlawful business practices in California in violation of California Business and Professions Code § 17200 et seq., by failing to pay Plaintiff and the Classes all minimum and overtime wages, provide all required meal periods, or pay premium payments in lieu thereof, failing to furnish accurate, itemized wage statements, and willfully failing to timely pay Plaintiff and members of the Waiting Time class all final wages due upon separation of employment.

48. Defendants' utilization of these unfair and/or unlawful business practices deprived Plaintiff and continues to deprive members of the Classes of compensation to which they are legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage over Defendants' competitors who have been and/or are currently employing workers and attempting to do so in honest compliance with applicable wage and hour laws.

49. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for herself and on behalf of the members of the Classes, seek full restitution of monies, as necessary and according to proof, to restore any and all monies withheld, acquired and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

50. The acts complained of herein occurred within the last four years immediately preceding the filing of the Complaint in this action.

51. Plaintiff is compelled to retain the services of counsel to file this court action to protect her interests and those of the Classes, to obtain restitution and injunctive relief on behalf of Defendants' current non-exempt employees, and to enforce important rights affecting the public interest. Plaintiff has thereby incurred the financial burden of attorneys' fees and costs, which she is entitled to recover under Code of Civil Procedure § 1021.5.

SEVENTH CAUSE OF ACTION
PRIVATE ATTORNEYS GENERAL ACT
(AGAINST ALL DEFENDANTS)

52. Plaintiff re-alleges and incorporates by reference all previous paragraphs.

53. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 551, 552, 558, 1182.12, 1184, 1194.2, 1197, and 1198;
- b. Failing to pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failure to provide all legally required meal periods, and failure to pay meal period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved

employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 512, 1198;

- d. Failure to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- e. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- f. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- g. Failing to permit and authorize Plaintiff and other non-exempt to exercise the use of their accrued paid sick leave days in violation of Labor Code § 245.5, 246, and 248.5;
- h. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198; and
- i. Failing to provide legally mandated disclosures and/or written notices regarding the terms of employment of Plaintiff and other aggrieved employees in violation of Labor Code § 2810.5.

54. On May 12, 2026, Plaintiff notified the California Labor and Workforce Development Agency (“LWDA”) via its website, and also notified Defendants via certified mail, of Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for civil penalties under California Labor Code § 2698 et seq. with respect to violations of the California Labor Code identified in Paragraph 53 (a)-(i). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided that it intends to investigate the violations, Plaintiff has exhausted her administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

55. Plaintiff was compelled to retain the services of counsel to file this court action to

1 protect her interests and the interests of other similarly aggrieved employees, and to assess and
2 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys' fees and
3 costs, which she is entitled to receive under California Labor Code § 2699(k)(1).

4 **PRAYER**

5 WHEREFORE, Plaintiff prays for judgment for herself and for all others on whose behalf
6 this suit brought against Defendants, as follows:

- 7 1. For an order certifying the proposed Classes;
- 8 2. For an order appointing Plaintiff as representatives of the Classes;
- 9 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 10 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
11 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
12 1198 and the relevant Wage Orders;
- 13 5. Upon the Second Cause of Action, for compensatory, consequential, general, and
14 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and the
15 relevant Wage Orders;
- 16 6. Upon the Third Cause of Action, for compensatory, consequential, general and
17 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
- 18 7. Upon the Fourth Cause of Action, for statutory waiting time penalties pursuant to
19 Labor Code §§ 201-203;
- 20 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
21 226;
- 22 9. Upon the Sixth Cause of Action, for restitution to Plaintiff of all money and/or
23 property unlawfully acquired by Defendants by means of any acts or practices declared by this
24 Court to be in violation of Business and Professions Code § 17200 *et seq.*;
- 25 10. Upon the Seventh Cause of Action, for (1) \$100.00 for each initial violation for
26 each failure to pay each employee and \$200 for each subsequent violation or willful or intentional
27 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
28 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent

1 violation pursuant to Labor Code § 558 per employee pay period; (3) \$100.00 for each initial
2 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
3 employee pay period, (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
4 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
5 each initial violation and \$200 for each subsequent violation per employee per pay period for the
6 violations of the Labor Code sections cited in Labor Code § 2699.5;

7 11. Prejudgment interest on all due and unpaid wages pursuant to California Labor
8 Code § 218.6 and Civil Code §§ 3287 and 3289;

9 12. On all causes of action, for attorneys' fees and costs as provided by Labor Code
10 §226, and Code of Civil Procedure § 1021.5; and

11 13. For such other and further relief the Court may deem just and proper.
12
13

14
15 Dated: July 27, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC

16 

17 By: _____

18 Daniel J. Brown
19 Gregory Okada
20 Attorneys for Plaintiff

21 **DEMAND FOR JURY TRIAL**

22 Plaintiff hereby demands a jury trial with respect to all issues triable by jury.
23

24
25 Dated: July 27, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC

26 

27 By: _____

28 Daniel J. Brown
Gregory Okada
Attorneys for Plaintiff

1
2 **PROOF OF SERVICE**

3 STATE OF CALIFORNIA)
4) ss.
COUNTY OF LOS ANGELES)

5 I am employed in the County of Los Angeles, State of California. I am over the age of
6 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney
Blvd. Venice, CA 90291

7 On July 27, 2026, I served the document listed below on the parties in this action as follows:

8 - **FIRST AMENDED CLASS AND REPRESENTATIVE ACTION**
9 **COMPLAINT**

10
11 X (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for
12 deposit in the U.S. Postal Service at my place of business at Venice, California,
13 following the ordinary business practices of my place of business. I am readily familiar
14 with the business practice at my place of business for collection and processing of
15 correspondence for mail with the U.S. Postal Service. Under that practice, such
correspondence is deposited with the U.S. Postal Service the same day it is collected
and processed in the ordinary course of business.

16 ☐ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the
17 document(s) listed above to the email address(es) of the person(s) set forth on the
18 attached service list from the email address assistant@stansburybrownlaw.com. I did
19 not receive, within a reasonable time after the transmission, any electronic message or
20 other indication that the transmission was unsuccessful. Service by e-mail was made
pursuant to agreement of the parties, confirmed in writing, or as an additional method
of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R.
2.260.

21 X (STATE) I declare under penalty of perjury under the laws of the State of California
22 that the above is true and correct.

23 Executed on July 27, 2026, at Ventura, CA.

24 Isabella C. Aguinaga

25 Isabella C. Aguinaga
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SERVICE LIST

KEITH JURA
3564 N HAZEL AVE
FRESNO, CA 93722

Agent for Service of Process for Defendant San Joaquin Figs, Inc.

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