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County of Tulare
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By: Vanessa Ambriz-Minguela,
Deputy Clerk

STANSBURY BROWN LAW, PC
DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
GREGORY OKADA (SBN 352303)
gokada@stansburybrownlaw.com
2610 ½ Abbot Kinney Blvd.
Venice, California 90291
Tel: (323) 204-3124

Attorneys for Plaintiff

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

SALVADOR MAYO, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

v.

DEJONG DAIRY FARMS, INC., a California
corporation; COTTONWOOD FARMS, a
California general partnership; ELKHORN
DAIRY, LLC, a California limited liability
company; TRI BAK DAIRY, LLC, a
California limited liability company;
CORNELIS JAN DE JONG, an individual;
BERT DE JONG, an individual; MINDY DE
JONG, an individual; KELLI DE JONG, an
individual; HELIA DE JONG, an individual;
and DOES 1 through 100, inclusive,

Defendants.

Case No. VCU334784

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) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS
(LABOR CODE § 226, *et seq.*);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200, *et seq.*);**
- (8) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND**

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Salvador Mayo (hereinafter “Plaintiff”), as an individual, and on behalf of all
2 others similarly situated, hereby brings this First Amended Class and Representative Action
3 Complaint against DeJong Dairy Farms, Inc., a California corporation; Cottonwood Farms, a
4 California general partnership; Elkhorn Dairy, LLC, a California limited liability company; Tri
5 Bak Dairy, LLC, a California limited liability company; Cornelis Jan de Jong, an individual; Bert
6 de Jong, an individual; Mindy de Jong, an individual; Kelli de Jong, an individual; Helia de Jong,
7 an individual; and DOES 1 to 100, inclusive (collectively “Defendants”), and on information and
8 belief alleges as follows:

9 **JURISDICTION**

10 1. Plaintiff hereby brings this First Amended Class and Representative Action
11 Complaint for recovery of unpaid wages and penalties under California Business and Professions
12 Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226 *et. Seq.*, 226.7, 510, 512, 516, 558, 1182.12,
13 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*, and relevant Industrial Welfare Commission Wage
14 Orders (“Wage Orders”), in addition to seeking declaratory relief and restitution. This Complaint
15 is brought pursuant to California Code of Civil Procedure § 382. This Court has jurisdiction over
16 Defendants’ violations of the California Labor Code because the amount in controversy exceeds
17 this Court's jurisdictional minimum.

18 **VENUE**

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

24 **PARTIES**

25 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
26 Plaintiff was and currently is a California resident. During the four years immediately preceding
27 the filing of the Complaint in this action and within the statute of limitations periods applicable
28 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt

1 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of
2 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
3 §§ 201-204, 226 *et seq.*, 226.2, 226.7, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198,
4 2698 *et seq.*, 2802 California Business and Professions Code § 17200 *et seq.* (“Unfair
5 Competition Law”), and the relevant Wage Orders setting employment standards for the
6 agricultural industries.

7 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
8 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
9 continue to do) business dairy farming in California and the United States, employed Plaintiff
10 within Tulare County and the state of California and, therefore, were (and are) doing business in
11 Tulare County and the State of California.

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

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

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

1 8. At all times mentioned herein, Defendants, and each of them, were members of
2 and engaged in a joint venture, partnership, and common enterprise, and acting within the course
3 and scope of, and in pursuance of said joint venture, partnership, and common enterprise. Further,
4 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and
5 all members of the Classes. Each Defendant is liable to Plaintiff and the Classes as follows: (a)
6 Defendant DeJong Dairy Farms, Inc. is identified as the employer on a portion of Plaintiff's wage
7 statements and, on information and belief, was at all relevant times a direct and/or joint employer
8 of Plaintiff and members of the Classes within the meaning of the applicable Industrial Welfare
9 Commission Wage Orders and the California Labor Code. (b) Defendant Cottonwood Farms is a
10 California general partnership doing business at 13076 Avenue 368, Visalia, California, as
11 reflected in Tulare County Fictitious Business Name Statement No. 2018-0001045, and is
12 identified as the employer on a portion of Plaintiff's wage statements; Cottonwood Farms was at
13 all relevant times a direct and/or joint employer of Plaintiff and members of the Classes. (c)
14 Defendants Cornelis Jan de Jong, Bert de Jong, Mindy de Jong, and Kelli de Jong are the four
15 named general partners of Cottonwood Farms and, as such, are jointly and severally liable for the
16 obligations of Cottonwood Farms, including the wage-and-hour obligations alleged herein,
17 pursuant to California Corporations Code section 16306. (d) Defendants Elkhorn Dairy, LLC and
18 Tri Bak Dairy, LLC are California limited liability companies that share the same principal place
19 of business as Defendant DeJong Dairy Farms, Inc. (13076 Avenue 368, Visalia, California), each
20 have Defendant Cornelis Jan de Jong as their sole manager and member, and operate as part of a
21 single integrated agricultural enterprise with the other entity Defendants; Plaintiff is informed and
22 believes, and based thereon alleges, that Elkhorn Dairy, LLC and Tri Bak Dairy, LLC were joint
23 employers of Plaintiff and members of the Classes.

24 **GENERAL FACTUAL ALLEGATIONS**

25 9. Plaintiff worked for Defendants from January of 2025 until approximately June
26 13, 2025 when he was abruptly terminated after complaining of headaches arising from an on-
27 the-job injury. Plaintiff was tasked with milking cows and general barn upkeep. Though his
28 schedule varied, Plaintiff generally worked five days a week from around 6:30 a.m. until around

1 6:30 p.m.

2 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
3 other non-exempt employees were not paid for all hours worked as their supervisors would not
4 accurately keep track of their actual hours worked. Plaintiff and other non-exempt employees
5 timesheets were maintained by their supervisors. Plaintiff and other non-exempt employees did
6 not maintain their own time records and had no meaningful means of verifying the accuracy of
7 the hours recorded by their supervisors. Rather, the foreman or majordomo (in Spanish, "El
8 Mayordomo") recorded time on Plaintiff's and other non-exempt employees' behalf, and that
9 recordkeeping resulted in the consistent under-recording of the hours Plaintiff and other non-
10 exempt employees actually worked, including overtime hours. Per Defendants' instructions,
11 Plaintiff and other non-exempt employees spent at least five (typically ranging from 5-7) minutes
12 putting on waterproof boots and aprons and waiting in line to clock in, before clocking in.
13 Plaintiff and other non-exempt employees also spent time off the clock waiting to clock in after
14 their meal periods. Overall, Plaintiff and other non-exempt employees spent at least
15 approximately twenty (20) minutes each day donning and doffing their work boots and aprons,
16 and waiting to clock in before clocking in or immediately after clocking out. As a result, Plaintiff
17 and other non-exempt employees were not paid for all hours worked, including overtime hours
18 worked.

19 11. Furthermore, Plaintiff and other non-exempt employees worked overtime hours,
20 based on the requirements of Wage Orders, but did not receive overtime compensation equal to
21 one and one-half times their regular rates of pay for all overtime hours worked. As discussed
22 above, Plaintiff and other non-exempt employees generally worked 12-hour days, or roughly 4
23 hours of overtime every shift, yet Defendants failed to ensure that Plaintiff and other non-exempt
24 employees were being paid at least the minimum wage for all hours actually worked, and failed
25 to ensure that Plaintiff and other non-exempt employees received all proper overtime wages for
26 all overtime hours worked, as required by the Wage Orders. Furthermore, because Defendants
27 are joint employers of Plaintiff and members of the Classes, all hours that Plaintiff and other non-
28 exempt employees worked across the various Defendants in any given workday and workweek

1 must be aggregated for purposes of calculating overtime wages owed under California Labor
2 Code section 510 and the applicable Wage Orders. By way of example only, during the pay period
3 of May 26, 2025 to June 8, 2025, Plaintiff was issued two separate paychecks for the same pay
4 period, one from Defendant DeJong Dairy Farms, Inc. reflecting 70.25 hours and one from
5 Defendant Cottonwood Farms reflecting 44.06 hours, for a combined 114.31 hours; Defendants
6 failed to aggregate those hours across the entities for purposes of calculating daily and weekly
7 overtime owed, with the result that Plaintiff and similarly situated members of the Classes were
8 systematically underpaid for overtime hours actually worked.

9 12. Plaintiff and other non-exempt employees were not authorized to take all legally
10 required rest periods. Plaintiff does not recall ever being permitted rest breaks. Even though
11 Plaintiff usually worked more than twelve (12) hours, Plaintiff does not recall ever receiving a
12 first, second or third rest period throughout his employment with Defendants. Rather, a single
13 meal period was his only respite. Despite Defendants' failure to authorize and permit Plaintiff
14 and other non-exempt employees to take all lawful paid rest periods, due to their uniform and
15 unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an
16 hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7.
17 Upon information and belief, during at least a portion of the class period, Defendants maintained
18 no payroll code or another mechanism for the payment of rest period premiums in the event
19 Plaintiff and other non-exempt employees were not authorized to take lawful rest periods.

20 13. Even though Plaintiff and other non-exempt employees usually worked a shift in
21 excess of 12 hours or more, Plaintiff and other non-exempt employees were rarely, if ever,
22 permitted to exercise their right to a second meal period. Plaintiff and other non-exempt
23 employees were not only unable to exercise the right to a second meal period, but they were never
24 told of their right to do so. Plaintiff and the other non-exempt employees were not informed by
25 Defendants of their legal right to take duty-free uninterrupted meal periods before the conclusion
26 of their tenth hour of work pursuant to Labor Code Section 512. Despite Defendants' failure to
27 provide Plaintiff and other non-exempt employees with all lawful meal periods due to their
28

uniform and unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

14. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-exempt employees for all reasonable and necessary work expenditures, including but not limited to, requiring Plaintiff to purchase his own plastic milking apron and waterproof boots. Plaintiff was not ever provided any reimbursement for these necessary expenses.

15. Defendants have maintained inaccurate payroll records, failed to timely pay all wages owed to employees, and failed to timely pay separating employees at the time of their separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure to accurately compensate Plaintiff and other non-exempt employees for all minimum and overtime wages, failure to pay premium pay for failing to provide all required meal periods and authorize all rest periods, and failure to timely provide final paychecks upon separation from employment. Independent of these substantive pay defects, the wage statements issued by Defendants are also facially deficient under California Labor Code section 226(a) for at least the following reasons. First, the wage statements issued under the name "Cornelis de Jong Dairy Farms, Inc." do not accurately identify the legal entity that is the employer in violation of section 226(a)(8); the legal entity is "DeJong Dairy Farms, Inc.," not "Cornelis de Jong Dairy Farms, Inc." Second, the wage statements issued under the name "Cornelis de Jong et al PTR Cottonwood Farms" (and footer name "Cottonwood Farms") do not accurately identify the legal entity that is the employer in violation of section 226(a)(8): Cottonwood Farms is a California general partnership, the partners of which are Cornelis Jan de Jong, Bert de Jong, Mindy de Jong, and Kelli de Jong, and the partnership's most recent fictitious business name renewal. Third, the wage statements issued by "Cottonwood Farms" do not provide written notice on the wage statement of the amount of paid sick leave available to Plaintiff and other non-exempt employees, in violation of California Labor Code section 246(i), even though wage statements issued by Defendant DeJong Dairy Farms, Inc. for the same employee in the same pay period do contain

such information; on information and belief, no separate writing setting forth available paid sick leave was provided to Plaintiff or other non-exempt employees by Cottonwood Farms on the designated payday. As a result of these facial defects, Plaintiff and members of the Wage Statement Class have suffered injury within the meaning of California Labor Code section 226(e), including the inability promptly and easily to determine from the wage statement alone the identity and legal form of their employer and the amount of paid sick leave available to them.

CLASS ACTION ALLEGATIONS

16. **Class Definitions:** Plaintiff brings this action on behalf of himself and the following Classes pursuant to § 382 of the Code of Civil Procedure:

- a. The Minimum Wage Class consists of all current and former non-exempt employees of Defendants who performed for work Defendants in California during the four years 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 Defendants in California who worked overtime hours during the four years immediately preceding the filing of this lawsuit through the present.
- c. The Rest Period Class consists of all current and former non-exempt employees of Defendants who performed work for Defendants in California who worked at least one shift in excess of 3.5 hours during the four years immediately preceding the filing of this lawsuit through the present.
- d. The Meal Period Class consists of all current and former non-exempt employees of Defendants who performed work in California and: (i) 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 and/or (ii) worked at least one shift in excess of 10.0 hours while performing work for

Defendants in California without a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work, and who do not have a corresponding meal period premium payment of one hour's worth of their regular rate of pay made for such shifts during the four years preceding the filing of this lawsuit through the present.

e. The Employee Expense Class consists of all of Defendants' current and former non-exempt employees in California who were not reimbursed for expenses in the performance of their job duties, including, but not limited to plastic boots, safety glasses, raincoats and hats during the four years immediately preceding the filing of this lawsuit to the present.

f. The Wage Statement Class consists of all members of the Rest Period Class, 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.

g. The Waiting Time Class consists of all of Defendants' formerly employed members of the Minimum Wage Class, Overtime Class, Meal Period Class and/or Rest Period Class who separated from employment during the three years immediately preceding the filing of this lawsuit through the present.

17. **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 roughly thirty (30) to fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

18. **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 §§ 118.2, 1194, 1194.2, and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and 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 resulted in the failure to properly compensate members of the Minimum Wage Class;
- 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 all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- vi. Whether Defendants failed to reimburse members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their duties;
- vii. Whether Defendants provided accurate, itemized wage statements to members of the Classes; and
- viii. 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.

19. **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 and rest period policies and practices, non-reimbursement 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 member's showing as to his or her eligibility for recovery or as to the amount of his or her damages.

20. **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 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal/rest period and timekeeping policies and practices, was subjected to Defendants' unlawful failure to reimburse business expenses, was provided inaccurate wage statements, and was not paid all wages earned at the time of his separation of employment.

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

22. **Superiority:** The California Labor Code is broadly remedial in nature and serves an important public interest in establishing minimum working conditions and standards in California. These laws and labor standards protect the average working employee from exploitation by employers who have the responsibility to follow the laws and who may seek to take advantage of superior economic and bargaining power in setting onerous terms and conditions of employment. The nature of this action and the format of laws available to Plaintiff and members of the Classes make the class action format a particularly efficient and appropriate procedure to redress the violations alleged herein. If each employee were required to file an individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they would be able to exploit and overwhelm the limited resources of each individual plaintiff with their vastly superior financial and legal resources. Moreover, requiring each member of the Classes to pursue an individual remedy would also discourage the assertion of lawful claims by

1 employees who would be disinclined to file an action against their former and/or current employer
2 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
3 employment. Further, the prosecution of separate actions by the individual class members, even
4 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
5 with respect to the individual class members against Defendants herein; and which would
6 establish potentially incompatible standards of conduct for Defendants; and/or legal
7 determinations with respect to individual class members which would, as a practical matter, be
8 dispositive of the interest of the other class members not parties to adjudications or which would
9 substantially impair or impede the ability of the class members to protect their interests. Further,
10 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
11 individual prosecution considering all of the concomitant costs and expenses attending thereto.
12 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
13 Civil Procedure.

14
15 **FIRST CAUSE OF ACTION**

16 **MINIMUM WAGE VIOLATIONS**

17 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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

SECOND CAUSE OF ACTION

FAILURE TO PAY ALL OVERTIME WAGES

(AGAINST ALL DEFENDANTS)

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

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

30. At all times relevant herein, Defendants were required to properly compensate Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California Labor Code § 1194 and the Wage Orders. The relevant Wage Orders require an employer to pay overtime wages when an employee's hours worked cross certain thresholds or meet certain

criteria set forth in the Wage Orders.

31. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, the Wage Orders, and Code of Civil Procedure § 1021.5.

THIRD CAUSE OF ACTION

MEAL PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

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

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

36. The Wage Orders and California Labor Code §§ 226.2, 226.7 and 516 establish the right of employees to be authorized and permitted to take a paid rest period of at least ten (10) minutes net rest time for each four (4) hour period worked, or major fraction thereof.

37. As alleged herein, Defendants failed to authorize and permit Plaintiff and members of the Rest Period Class to take all legally compliant rest periods.

38. The foregoing violations create an entitlement to recovery by Plaintiff and members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount of rest period premiums owing, including interest thereon, as well as statutory penalties, civil penalties, and costs of suit according to California Labor Code §§226.2, 226.7, 516, 558, and Civil Code §§ 3287(b) and 3289.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

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

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

42. Defendants' willful failure to timely pay Plaintiff and the Waiting Time Class their earned wages upon separation from employment results in a continued payment of wages up to thirty (30) days from the time the wages were due. Therefore, Plaintiff and the Waiting Time

1 Class are entitled to compensation pursuant to Labor Code § 203, plus reasonable attorneys' fees
2 and costs of suit.

3 **SIXTH CAUSE OF ACTION**

4 **WAGE STATEMENT VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

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

7 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants
8 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
9 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
10 number of hours worked, and meal & rest period premiums in violation of Labor Code § 226 et
11 seq. Defendants further failed to furnish Plaintiff and the Wage Statement Class with wage
12 statements that accurately identified the name and address of the legal entity that is the employer,
13 in violation of Labor Code section 226(a)(8), including by issuing wage statements under the
14 trade name "Cornelis de Jong Dairy Farms, Inc." rather than the registered legal entity name
15 "DeJong Dairy Farms, Inc.," and by issuing wage statements under the name "Cottonwood
16 Farms" without identifying that the employer is a California general partnership composed of
17 named partners. Defendants also failed to provide Plaintiff and the Wage Statement Class with
18 written notice on the wage statement of the amount of paid sick leave available, as required by
19 California Labor Code section 246(i).

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

25 46. Defendants' failures create an entitlement to recovery by Plaintiff and the Wage
26 Statement Class in a civil action for all damages and/or penalties pursuant to Labor Code § 226
27 et seq., including statutory penalties, civil penalties, reasonable attorneys' fees, and costs of suit
28 according to California Labor Code § 226 et seq.

1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

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

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

28 ///

1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 54. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
6 states that “an employer shall indemnify his or her employees for all necessary expenditures or
7 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
8 his or her obedience to the directions of the employer...”

9 55. Due to Defendants’ unlawful policy and practice of requiring employees to
10 purchase their own plastic boots, raincoats, safety glasses and hats in the performance of their
11 work duties, Defendants have violated Labor Code § 2802.

12 56. Plaintiff and the members of the Employee Expense Class are entitled to attorneys’
13 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

14 57. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
15 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
16 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
17 from the date on which they incurred the initial necessary expenditure.

18 **NINTH CAUSE OF ACTION**

19 **PRIVATE ATTORNEYS GENERAL ACT**

20 **(AGAINST ALL DEFENDANTS)**

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

22 59. Defendants have committed several Labor Code violations against Plaintiff,
23 members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee”
24 within the meaning of Labor Code § 2698 et seq., acting on behalf of herself and other aggrieved
25 employees, brings this representative action against Defendants to recover the civil penalties due
26 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California
27 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited
28 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 §§ 558, 1182.12, 1184, 1194, 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. Failing to permit and authorize Plaintiff and other aggrieved employees to exercise the use of their accrued paid sick leave days in violation of Labor Code § 233, 245.5, 246(b), and 246.5;
- d. 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;
- e. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516, and 558;
- f. Failure to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of

Labor Code § 226;

- g. 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;
- h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- i. 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;
- j. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198;
- k. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved employees for necessary business expenditures incurred by Plaintiff, the Employee Expense Class and other aggrieved employees in violation of Labor Code § 2802;
- l. 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; and

60. On May 11, 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 59 (a)-(l). 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.

61. 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 himself 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 representative 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 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 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 compensatory, consequential, general and
19 special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;

20 8. Upon the Fifth Cause of Action, for statutory waiting time penalties pursuant to
21 Labor Code §§ 201-203;

22 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
23 226;

24 10. Upon the Seventh Cause of Action, for restitution to Plaintiff of all money and/or
25 property unlawfully acquired by Defendants by means of any acts or practices declared by this
26 Court to be in violation of Business and Professions Code § 17200 *et seq.*;

27 11. Upon the Eighth Cause of Action, for compensatory, consequential, general, and
28 special damages according to proof pursuant to Labor Code § 2802;

1 12. Upon the Ninth Cause of Action, for (1) \$100.00 for each initial violation for each
2 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
3 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
4 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
5 violation pursuant to Labor Code § 558 per employee pay period; (3) \$100.00 for each initial
6 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
7 employee pay period, (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent
8 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
9 each initial violation and \$200 for each subsequent violation per employee per pay period for the
10 violations of the Labor Code sections cited in Labor Code § 2699.5;

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

13 14. On all causes of action, for attorneys' fees and costs as provided by Labor Code
14 §226, and Code of Civil Procedure § 1021.5; and

15 15. For such other and further relief the Court may deem just and proper.
16
17
18

19 Dated: July 28, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC

20
21 By:



Daniel J. Brown
Gregory Okada
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

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

Dated: July 28, 2026

Respectfully submitted,
STANSBURY BROWN LAW, PC

By:



Daniel J. Brown
Gregory Okada
Attorneys for Plaintiff

1
2 **PROOF OF SERVICE**

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

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 28, 2026, I served the document listed below on the parties in this action as follows:

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

10
11 ☐ (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
correspondence for mail with the U.S. Postal Service. Under that practice, such
15 correspondence is deposited with the U.S. Postal Service the same day it is collected
and processed in the ordinary course of business.

16 X (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 28, 2026, at Ventura, CA.

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25 Isabella C. Aguinaga

26 Isabella C. Aguinaga
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SERVICE LIST

SAGASER, WATKINS & WIELAND PC
Ian Wieland, Esq.
David Litman. Esq.
Hannah Wilhelm
Tristan Matthews
Mehgan Ferreira
Ian@sw2law.com
David@sw2law.com
hannah@sw2law.com
Tristan@sw2law.com
Mehgan@sw2law.com
5260 N. Palm Ave., Ste. 400
Fresno, CA 93704

Attorneys for Defendants

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