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Attorneys for Plaintiff
GISELLE PEREZ,
individually and on behalf of similarly situated and aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

GISELLE PEREZ, individually and on behalf
of similarly situated and aggrieved employees,

Plaintiff,

v.

REITER PACIFIC FARMS, INC., a
California company; and **DOES 1 through 50,**
inclusive,

Defendants.

CASE NO.: 26CV03927

**FIRST AMENDED CLASS ACTION
AND PAGA COMPLAINT FOR:**

1. **Failure to Pay Wages for All Hours Worked (Cal. Labor Code §§ 1194, 1197, 1198);**
2. **Failure to Pay Overtime Wages (Cal. Labor Code §§ 510, 1194, 1198);**
3. **Failure to Provide Meal Periods (Cal. Labor Code §§ 512 and 226.7);**
4. **Failure to Provide Rest Periods (Cal. Labor Code § 226.7);**
5. **Failure to Furnish Timely and Accurate Wage Statements (Cal. Labor Code § 226);**
6. **Failure to Pay All Compensation Due Upon Discharge (Cal. Labor Code §§201, 202, and 203);**
7. **Failure to Reimburse for Business Expenses (Cal. Labor Code section § 2802);**
8. **Unfair, Unlawful, or Fraudulent Business Practices (Cal. Bus. & Prof. Code § 17200 et seq.)**

9. **Penalties Under the Private Attorneys General Act (Cal. Labor Code §§2698, et seq.)**

DEMAND FOR JURY TRIAL

INTRODUCTION

1. Plaintiff Giselle Perez ("Plaintiff"), on behalf of Plaintiff and similarly situated employees and aggrieved employees, hereby submits this Complaint against Defendant Reiter Pacific Farms, Inc. ("Defendant" or "RPFI"), a California company; and DOES 1 through 50, inclusive (collectively, "Defendants") and each of them, and alleges as follows:

2. This is a class action under California Code of Civil Procedure section 382 seeking damages for unpaid minimum and regular wages for all hours worked, unpaid overtime and double-time wages, unpaid premium wages for missed, late, short, interrupted, or otherwise non-compliant meal periods, rest periods, and recovery periods, unpaid compensation for piece-rate work, rest and recovery periods, and other nonproductive time, waiting time penalties for failure to timely pay all wages due upon separation, statutory penalties for failure to provide accurate itemized wage statements, together with penalties, interest, equitable relief, and reasonable attorneys' fees and costs under Cal. Labor Code ("Labor Code") sections 201-203, 226, 226.2, 226.7, 510, 512, 558, 1194, 1197, 1198, applicable IWC Wage Orders, including Wage Order No. 14-2001, Cal. Code Civ. Proc. section 1021.5, restitution under California's Unfair Competition Law ("UCL"), Business and Professions Code sections 17200 et seq., and civil penalties under the Private Attorneys General Act of 2004 ("PAGA"), Labor Code sections 2698 et seq.

3. Plaintiff brings this action on behalf of all other similarly situated individuals – ***all non-exempt employees currently and formerly employed by Defendants*** ("Class Members") – in the State of California from four years prior to the filing of this Complaint through to the trial date ("Class Period"). Defendants' violations of California's wage-and-hour laws and unfair competition laws, as described more fully below, have been ongoing for at least the past four years, and are continuing at present.

4. During the Class Period, Plaintiff and Class Members were non-exempt employees as defined under the Labor Code and were entitled to receive all wages owed and either regular meal and rest breaks or premium pay for time worked during overtime, meal breaks, and rest breaks. Plaintiff and Class Members were also entitled to receive regular, accurate itemized wage statements reflecting the total amount of money which they were owed and the accurate name of the company employing them.

5. Moreover, Defendants regularly furnished to Plaintiff and all Class Members inaccurate itemized wage statements by including inaccurate wages owing to Defendants' willful violation of California's meal and rest break laws.

6. In particular, during the one-year period prior to the filing of this Complaint through to the trial date ("Wage Statement Class Period"), Defendants knowingly and intentionally failed to provide Class Members with accurate itemized wage statements ("Wage Statement Subclass"), in violation of Labor Code § 226(a). Defendants did so by providing wage statements with inaccurate payment amounts, owing to the failure to pay all wages for all hours worked, the failure to accurately calculate overtime compensation, and the failure to pay meal and rest break premiums.

7. In addition, this action is brought on behalf of a subclass comprised of Plaintiff and Class Members formerly employed by Defendants ("Waiting Time Penalty Subclass Members"). During the "Waiting Time Penalty Subclass Period" - designated as three years prior to the filing of the Complaint through to the trial date - Defendants failed to pay all compensation due and owing to Waiting Time Penalty Subclass Members upon discharge from employment in violation of Labor Code §§ 201-203.

8. As a result of the above Labor Code violations, Defendants committed unfair, unlawful, and fraudulent business practices, in violation of the UCL.

THE PARTIES

9. Plaintiff Giselle Perez was a resident of Santa Maria, California at all times relevant to this action and a non-exempt employee of Defendants within the meaning of the California Labor Code. Plaintiff has been employed by Defendants for approximately four years in seasonal

1 agricultural work performed in California. Plaintiff previously worked for Defendants as a puncher
2 and, during the relevant period, also worked as a picker, harvester, and/or similar agricultural field
3 employee. Defendant's seasonal agricultural work generally begins in or around May and ends in
4 or around November each year.

5 10. Defendant Reiter Pacific Farms, Inc. ("RPFI") is a California corporation that at all
6 times relevant hereto, did business and employed individuals in the County of Santa Barbara, State
7 of California, including at or around its facility located at 1755 East Stowell Road, Santa Maria,
8 California 93454. Defendant Reiter Pacific Farms operates in the agricultural farming and
9 harvesting industry and employed Plaintiff and other similarly situated non-exempt employees in
10 California.

11 11. Plaintiff is informed and believes, and based thereupon alleges, that Defendant
12 RPFI employed non-exempt employees in California, including but not limited to pickers,
13 harvesters, punchers, field workers, agricultural laborers, and other non-exempt hourly and/or
14 piece-rate agricultural employees, and other hourly employees who performed work at
15 Defendant's California locations.

16 12. Defendant RPFI was Plaintiff's employer within the meaning of the California
17 Labor Code, the applicable Industrial Welfare Commission Wage Order(s), and California
18 Business and Professions Code section 17200 et seq., and is therefore subject to the jurisdiction of
19 this Court.

20 13. The true names and capacities, whether individual, corporate, associate, or
21 otherwise of the Defendants named herein as DOES 1-50, inclusive, are unknown to Plaintiff at
22 this time and therefore said Defendants are sued by such fictitious names. Plaintiff will seek leave
23 to amend this Complaint to insert the true names and capacities of said Defendants when the same
24 become known to Plaintiff. Plaintiff is informed and believes and thereupon alleges that each of
25 the fictitiously-named Defendants is responsible for the wrongful acts alleged herein and is
26 therefore liable to Plaintiff as alleged hereinafter.

27 14. Plaintiff is informed and believes, and based thereupon alleges, that at all times
28 relevant hereto, Defendants, and each of them, were the agents, employees, managing agents,

1 supervisors, conspirators, parent corporation, joint employers, alter ego, and/or joint ventures of
2 the other Defendants, and each of them, and in doing the things alleged herein, were acting at least
3 in part within the course and scope of said agency, employment, conspiracy, joint employment,
4 alter ego status, and/or joint venture and with the permission and consent of each of the other
5 Defendants.

6 15. Plaintiff is informed and believes, and based thereupon alleges, that Defendants,
7 and each of them, including those Defendants named DOES 1-50, acted in concert with one
8 another to commit the wrongful acts alleged therein, and aided, abetted, incited, compelled, and/or
9 coerced one another in the wrongful acts alleged herein, and/or attempted to do so. Plaintiff is
10 further informed and believes, and based thereupon alleges, that the Defendants, and each of them,
11 including those Defendants named as DOES 1-50, formed and executed a conspiracy or common
12 plan pursuant to which they would commit the unlawful acts alleged herein, with all such acts
13 alleged herein done as part of and pursuant to said conspiracy, intended to and actually causing
14 Plaintiff harm.

15 16. Whenever and wherever reference is made in this Complaint to any act or failure
16 to act by a Defendant or co-Defendant, such allegations and references shall also be deemed to
17 mean the acts and/or failures to act by each Defendant acting individually, jointly and severally.

18 **JURISDICTION**

19 17. This Court has jurisdiction over Plaintiff's and Class Members' claims under Labor
20 Code §§ 201-203, 226, 226.7, 510, 512, 558, 1194, 1197, 1198, 2802, applicable IWC Wage
21 Orders, PAGA statutes Labor Code §§ 2698 et seq., and the UCL, Bus. & Prof. Code §§ 17200 et
22 seq.

23 18. The amount in controversy for Plaintiff's individual claims, including claims for
24 civil penalties and pro rata share of attorneys' fees, is less than seventy-five thousand dollars
25 (\$75,000).

26 **VENUE**

27 19. Venue is proper in the County of Santa Barbara pursuant to Cal. Civ. Proc. Code
28 §§ 395(a) and 395.5. Defendant RPII transacts business within the County of Santa Barbara,

1 including through its facility located at 1755 East Stowell Road, Santa Maria, California 93454,
2 where Plaintiff performed work for Defendants as a non-exempt seasonal agricultural employee.

3 20. Plaintiff's wage-and-hour claims arise from Defendants' unlawful employment
4 practices, policies, and omissions that occurred in California, including in the County of Santa
5 Barbara, where Defendants employed Class Members, and where Defendants allegedly failed to
6 pay all wages owed, failed to provide compliant meal and rest periods, failed to maintain accurate
7 time and payroll records, failed to reimburse necessary business expenses, failed to provide
8 accurate wage statements, and failed to timely pay all wages due upon separation. Because
9 Defendants transacted business in the County of Santa Barbara and the obligations and liability
10 alleged herein arose in whole or in part in the County of Santa Barbara, venue is proper here as to
11 all Defendants.

12 **ALTER EGO, AGENCY, JOINT EMPLOYER, LABOR CODE § 558.1**

13 21. Plaintiff is informed and believes, and based thereon alleges, that there exists such
14 a unity of interest and ownership between Defendants and DOES 1-50 that the individuality and
15 separateness of Defendants have ceased to exist.

16 22. Plaintiff is informed and believes, and based thereon alleges, that despite the
17 formation of purported corporate existence, DOES 1-50 are, in reality, one and the same as
18 Defendants, including, but not limited to because:

19 a. Defendant RPFI is completely dominated and controlled by DOES 1-50,
20 who personally violated the laws as set forth in this complaint, and who have hidden and currently
21 hid behind Defendants to circumvent statutes or accomplish some other wrongful or inequitable
22 purpose.

23 b. DOES 1 through 50 derive actual and significant monetary benefits by and
24 through Defendant RPFI's unlawful conduct, and by using Defendant RPFI as the funding source
25 for their own personal expenditures.

26 c. Plaintiff is informed and believes that Defendant RPFI and DOES 1 -50,
27 while really one and the same, were segregated to appear as though separate and distinct for
28 purposes of circumventing a statute or accomplishing some other wrongful or inequitable

1 purpose.

2 d. Plaintiff is informed and believes that Defendants do not comply with all
3 requisite corporate formalities to maintain a legal and separate corporate existence.

4 e. Plaintiff is informed and believes, and based thereon alleges, that the
5 business affairs of Defendant RPFI and DOES 1-50 are, and at all times relevant were, so mixed
6 and intermingled that the same cannot reasonably be segregated, and the same are in inextricable
7 confusion. Defendant RPFI is, and at all times relevant hereto was, used by DOES 1-50 as a mere
8 shell and conduit for the conduct of certain of Defendants' affairs, and are, and were, the alter ego
9 of DOES 1-50. The recognition of the separate existence of Defendants would not promote
10 justice, in that it would permit Defendants to insulate themselves from liability to Plaintiff for
11 violations of the Government Code, Labor Code, and other statutory violations. The corporate
12 existence of Defendants and DOES 1-50 should be disregarded in equity and for the ends of
13 justice because such disregard is necessary to avoid fraud and injustice to Plaintiff herein.

14 f. Accordingly, Defendant RPFI constitutes the alter ego of DOES 1-50, and
15 the fiction of their separate corporate existence must be disregarded.

16 23. As a result of the aforementioned facts, Plaintiff is informed and believes,
17 and based thereon alleges that Defendant RPFI and DOES 1-50 are Plaintiff's joint employers by
18 virtue of a joint enterprise, and that Plaintiff was an employee of Defendant RPFI and DOES 1-
19 50. Plaintiff performed services for each and every one of Defendants, and to the mutual benefit
20 of all Defendants, and all Defendants shared control of Plaintiff as an employee, either directly or
21 indirectly, in the manner in which Defendants' business was and is conducted.

22 24. Plaintiff is informed and believes that DOES 1-50 were the actual employers and/or
23 "person[s] acting on behalf of the employer" within the meaning of Labor Code section 558.1.

24 **FACTUAL ALLEGATIONS COMMON TO ALL CLAIMS**

25 25. Defendants operate an agricultural farming, harvesting, and field labor enterprise
26 in California. Defendant Reiter Pacific Farms maintains and/or operates facilities and agricultural
27 worksites in the County of Santa Barbara, including in and around Santa Maria, California.

Defendants employed Plaintiff, Class Members, and Aggrieved Employees in California during the Class Period.

26. Defendants' agricultural work is seasonal. The season generally begins in or around May and ends in or around November each year. Plaintiff worked for Defendants for approximately four years in seasonal agricultural positions. Plaintiff previously worked for Defendants as a puncher and, during the relevant period, also worked as a picker, harvester, and/or similar agricultural field employee.

27. Throughout the Class Period, Plaintiff and Class Members served in nonmanagerial, non-supervisory roles where they neither had supervisory responsibilities nor had discretion over the projects, work, or hours they worked. As such, Plaintiff and Class Members were non-exempt employees and were paid accordingly on an hourly basis.

28. Defendants maintained common wage-and-hour policies and practices applicable to Plaintiff and Class Members, including policies and practices relating to timekeeping, payment of wages, overtime compensation, meal periods, rest periods, reimbursement of work-related expenses, wage statements, paid sick leave, vacation or paid time off, and payment of all wages due upon separation.

29. Despite being non-exempt hourly employees, Plaintiff and the Class Members were not afforded legally compliant meal or rest breaks. Defendants also did not provide premium pay for missed meal and rest breaks.

30. In addition, Defendants failed to pay Plaintiff and the Class Members wages for all hours worked, including by requiring Plaintiff and the Class Members to complete work off the clock and otherwise denying Plaintiff and the Class Members payment for all hours worked.

31. Moreover, Defendants failed to pay Plaintiff and the Class Members overtime wages for hours spent working overtime, including on days when they worked in excess of eight hours per day or weeks in which they worked in excess of forty hours per week. Defendants also failed to pay double time to Plaintiff and the Class Members on days in which they worked in excess of twelve hours.

32. Defendants failed to reimburse Plaintiff and Class Members for necessary business expenses incurred in direct consequence of their job duties. Upon information and belief, Defendants maintained a policy or practice of requiring non-exempt employees to incur necessary work-related expenses without full reimbursement.

33. Defendants failed to properly provide, track, and pay accrued vacation, paid time off, and/or sick leave owed to Plaintiff and Class Members. Plaintiff's accrued paid time off disappeared from Defendants' system, and Defendants failed to provide a clear explanation or correction. Upon information and belief, Defendants maintained policies or practices that resulted in inaccurate tracking, reporting, and/or payment of accrued paid time off, vacation, and sick leave.

34. Plaintiff's and the Class Members' wage statements confirm that they were not paid premiums for their missed meal and rest breaks, which itself made the statements inaccurate because the statements did not accurately reflect all wages owed to Plaintiff and Class Members under California law. Instead, these wage statements also reflect routine, repeated, and deliberate violations of California labor laws.

35. Failure to Pay Overtime: Plaintiff's and the Class Members' wage statements show individual days in which they worked in excess of eight hours, and weeks in which they worked in excess of 40 hours. But every day was paid at the "regular pay" rate with no overtime paid. Plaintiff's and the Class Members' wage statements regularly failed to reflect payment owed to them for overtime hours worked.

36. Failure to Pay Premium for Missed Meal and Rest Breaks: Nowhere on Plaintiff's or the Class Members' wage statements is there any reflection of premium pay for missed meal and rest breaks, despite Defendants denying Class Members the opportunity to take such meal and rest breaks as required by California law.

37. Off the Clock Work: Defendants required, suffered, or permitted Plaintiff and the Class Members to perform work while not properly relieved of all duties, including during meal and rest periods. Plaintiff and the Class Members were required to remain available during breaks and were not completely relieved of work duties. Defendants also failed to accurately record all compensable time associated with these on-duty and interrupted break periods. As a result,

1 Plaintiff's and the Class Members' wage statements do not reflect payment for all compensable
2 work performed off the clock and/or during periods that Defendants treated as non-compensable.

3 **CLASS ACTION ALLEGATIONS**

4 38. Plaintiff brings this class action pursuant to Cal. Civ. Proc. Code § 382 on behalf
5 of the Class and Waiting Time Penalty Subclass. Upon information and belief, the members of the
6 Class and Waiting Time Penalty Subclass are so numerous that joinder of all members is
7 impractical.

8 39. Plaintiff's claims are typical of the claims of the members of the Class and Waiting
9 Time Penalty Subclass because Plaintiff was an employee of Defendants who was (a) not paid for
10 all hours worked, including for required off the clock work; (b) not paid any premium overtime
11 pay for the duration of Plaintiff's employment with Defendants; (c) was not paid a premium rate
12 for denied meal and rest breaks for the duration of Plaintiff's employment with Defendants; (d)
13 was provided with inaccurate wage statements which provided inaccurate sums of money to be
14 paid to Plaintiff; and (e) was not paid all wages due at termination.

15 40. Plaintiff will fairly and adequately represent the interests of the Class and Waiting
16 Time Penalty Subclass. Plaintiff has no conflict of interest with any member of the Class and
17 Waiting Time Penalty Subclass. Plaintiff has retained competent and experienced counsel in
18 complex class action litigation. Plaintiff's counsel has the expertise and financial resources to
19 adequately represent the interests of the Class and Waiting Time Penalty Subclass.

20 41. Common questions of law and fact exist as to all members of the Class and the
21 Waiting Time Penalty Subclass and predominate over any questions solely affecting individual
22 members of the Class and Subclass.

23 42. Class action treatment is superior to any alternative to ensure the fair and efficient
24 adjudication of the controversy alleged herein. Such treatment will permit a large number of
25 similarly situated persons to prosecute their common claims in a single forum simultaneously,
26 efficiently, and without duplication of effort and expense that numerous individual actions would
27 entail. No difficulties are likely to be encountered in the management of this class action that would
28 preclude its maintenance as a class action, and no superior alternative exists for the fair and

efficient adjudication of this controversy. Class Members are readily identifiable from Defendants' employee rosters and/or payroll records.

43. Defendants' actions are generally applicable to the entire Class. Prosecution of separate actions by individual members of each Class creates the risk of inconsistent or varying adjudications of the issues presented herein, which, in turn, would establish incompatible standards of conduct for Defendants.

44. Because joinder of all members is impractical, a class action is superior to other available methods for the fair and efficient adjudication of this controversy. Furthermore, the amounts at stake for many members of each Class, while substantial, may not be sufficient to enable them to maintain separate suits against Defendants.

FIRST CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO PAY WAGES FOR ALL HOURS WORKED

[California Labor Code §§ 1194, 1197, 1198 and IWC Wage Orders]

45. Plaintiff re-alleges, on behalf of herself, aggrieved employees, and Class Members, each paragraph of this Complaint as though fully set forth.

46. California Labor Code §§ 1194, 1197, 1198 and applicable Wage Orders entitle non-exempt employees to be paid for all hours worked. All hours must be paid at the statutory or agreed rate and no part of this rate may be used as a credit against a minimum wage obligation. Additionally, Defendants are required to abide by the maximum hours of work and the standard conditions for individuals in Plaintiff and Class members' position.

47. During the relevant time period, Defendants failed to pay Plaintiff and Class Members at least the applicable minimum wage for all hours worked, including compensable time that Defendants required, suffered, or permitted Plaintiff and Class Members to work off the clock.

48. As a result of these violations, Defendants are liable for unpaid wages, interest thereon, and attorneys' fees and costs.

49. Plaintiff and Class Members also request relief as described below.

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1 **SECOND CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **FAILURE TO PAY OVERTIME WAGES**

3 *[California Labor Code §§ 510, 1194 and IWC Wage Orders]*

4 50. Plaintiff re-alleges, on behalf of herself, aggrieved employees, and Class Members,
5 each paragraph of this Complaint as though fully set forth.

6 51. Pursuant to Labor Code sections 510, 1194 and IWC Wage Orders, Defendants are
7 required to compensate non-exempt employees for all overtime, which is calculated at one and
8 one-half (1 1/2) times the regular rate of pay for all hours worked in excess of eight (8) hours per
9 day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive
10 workday, with double time for all hours worked in excess of twelve (12) hours in any workday
11 and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in
12 any workweek.

13 52. Plaintiff and Class Members are current and former non-exempt employees entitled
14 to the protections of Labor Code sections 510, 1194 and IWC Wage Orders. Defendants failed to
15 compensate Plaintiff and Class Members for all overtime hours worked as required under the
16 foregoing provisions by, among other things: failing to pay overtime at one and one-half (1 1/2)
17 times the regular rate of pay for work performed in excess of eight (8) hours in a workday, and/or
18 forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday;
19 and failing to pay overtime at double the regular rate of pay for work performed in excess of 12
20 hours in a workday, and for all hours worked in excess of eight (8) hours on the seventh
21 consecutive day of work in any workweek.

22 53. Plaintiff and Class Members worked in excess of eight hours per day and in excess
23 of forty hours per week, and Defendants unlawfully failed to pay Plaintiff and Class Members the
24 proper overtime compensation.

25 54. As a result of these violations, Defendants are liable for unpaid overtime wages,
26 interest thereon, and attorneys' fees and costs.

27 55. Plaintiff and Class Members also request relief as described below.
28

1 **THIRD CAUSE OF ACTION AGAINST ALL DEFENDANTS**

2 **FAILURE TO PROVIDE MEAL PERIODS**

3 [*California Labor Code §§ 512 and 226.7*]

4 56. Plaintiff re-alleges, on behalf of herself, aggrieved employees, and Class Members,
5 each paragraph of this Complaint as though fully set forth.

6 57. As part of Defendants’ unlawful scheme, Defendants failed to provide Plaintiff and
7 Class Members with a full, 30-minute meal period free of all duties pursuant to Labor Code
8 Sections 226.7, 512 and IWC Wage Orders. Defendants further failed to provide a second meal
9 period to employees working more than ten (10) hours in a workday. Plaintiff and Class Members
10 worked in excess of five hours a day without being provided at least half hour meal periods in
11 which they were relieved of their duties, as required by Labor Code §§ 226.7 and 512 and
12 applicable Wage Orders. *See Brinker Restaurant Corp., et al. v. Superior Court* (2012) 53 Cal.4th
13 1004, 1040-41 (“The employer satisfies this obligation if it relieves its employees of all duty,
14 relinquishes control over their activities and permits them a reasonable opportunity to take an
15 uninterrupted 30–minute period, and does not impede or discourage them from doing so . . . [A]
16 first meal period [is required] no later than the end of an employee's fifth hour of work, and a
17 second meal period [is required] no later than the end of an employee's 10th hour of work.”).

18 58. Defendants violated Labor Code sections 226.7, 510, 1194, 1197, and IWC Wage
19 Orders by failing to compensate Plaintiff and Class Members for all hours worked during their
20 meal periods.

21 59. As a proximate result of the violations, Plaintiff and Class Members have been
22 damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code
23 Sections 226.7, 510, 1194, 1197, and other applicable provisions under the Labor Code and IWC
24 Wage Orders, Plaintiff and Class Members are entitled to recover all wages earned and due, plus
25 interest, penalties, attorney’s fees, expenses, and costs of suit.

26 60. Plaintiff and Class Members also request relief as described below.

27 **FOURTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

28 **FAILURE TO PROVIDE REST PERIODS**

[California Labor Code §226.7]

61. Plaintiff re-alleges, on behalf of herself, aggrieved employees, and Class Members, each paragraph of this Complaint as though fully set forth.

62. Defendants failed to provide the rest periods that are required by applicable Wage Orders. *See Brinker*, 53 Cal. 4th 1004 at 1029 (“Employees are entitled to 10 minutes rest for shifts from three and one-half to six hours in length, 20 minutes for shifts of more than six hours up to 10 hours, 30 minutes for shifts of more than 10 hours up to 14 hours, and so on.”).

63. Defendants violated Labor Code sections 226.7 and 512, and IWC Wage Orders by failing to provide Plaintiff and Class Members required rest periods.

64. Defendants violated California Labor Code section 226.7 and IWC Wage Orders by failing to pay Plaintiff and Class Members who were not provided with a rest period, one additional hour of compensation at each employee’s regular rate of pay for each workday that a rest period was not provided.

65. As a proximate result of the violations, Plaintiff and Class Members have been damaged in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections 226.7, 512, and other applicable provisions under the Labor Code and IWC Wage Orders, Plaintiff and Class Members are entitled to recover all wages earned and due, plus interest, penalties, attorney’s fees, expenses, and costs of suit.

66. Plaintiff and Class Members also request relief as described below.

FIFTH CAUSE OF ACTION AGAINST ALL DEFENDANTS

FAILURE TO FURNISH TIMELY AND ACCURATE ITEMIZED WAGE

STATEMENTS

[California Labor Code § 226.7 and applicable Wage Order]

67. Plaintiff re-alleges, on behalf of herself, aggrieved employees, and Class Members, each paragraph of this Complaint as though fully set forth.

68. In violation of Labor Code § 226(a), Defendants did not provide Plaintiff or Class Members with accurate itemized wage statements in writing showing: (1) all applicable hourly rates in effect during each respective pay period and the corresponding number of hours worked

1 by each respective individual; (2) number of hours worked; (3) gross wages earned; (4) net wages
2 earned; (5) all deductions; (6) inclusive dates of the period for which the employee is paid; (7) the
3 employee identification or social security number; and, (8) the name and address of the legal entity
4 that is the employer.

5 69. As a result of Defendants' failure to provide accurate itemized wages statements,
6 Plaintiff and Class Members suffered actual damages and harm by being unable to determine their
7 applicable hourly rate for each pay period, which prevented them from becoming aware of these
8 violations and asserting their statutory protections under California law.

9 70. Defendants knowingly and intentionally failed to comply with Labor Code § 226(a)
10 on each and every wage statement provided to Plaintiff and Class and Subclass Members.

11 71. Pursuant to Labor Code § 226(e), Plaintiff and Class Members are entitled to
12 recover the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which
13 a violation occurs and one hundred dollars (\$100.00) per employee for each violation in a
14 subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000.00).

15 72. Plaintiff and Class Members are entitled to an award of costs and reasonable
16 attorneys' fees under Labor Code § 226(h).

17 73. Plaintiff and Class Members also request relief as described below.

18 **SIXTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

19 **FAILURE TO PAY ALL COMPENSATION DUE UPON DISCHARGE**

20 *[California Labor Code §§ 201, 202, and 203]*

21 74. Plaintiff re-alleges, on behalf of herself, aggrieved employees, and Class Members,
22 each paragraph of this Complaint as though fully set forth.

23 75. Pursuant to Labor Code sections 201, 202, and 203, Defendant is required to pay
24 all earned and unpaid wages to an employee who is discharged. Labor Code section 201 mandates
25 that if an employer discharges an employee, the employee's wages accrued and unpaid at the time
26 of discharge are due and payable immediately.

27 76. Pursuant to Labor Code section 202, Defendants are required to pay all accrued
28 wages due to an employee no later than 72 hours after the employee quits his or her employment,

1 unless the employee provided 72 hours previous notice of his or her intention to quit, in which
2 case the employee is entitled to his or her wages at the time of quitting.

3 77. Labor Code section 203 provides that if an employer willfully fails to timely pay
4 wages of an employee who is discharged or who quits, in accordance with Labor Code sections
5 201 and 202, the employer is liable for waiting time penalties in the form of continued
6 compensation to the employee at the same rate for up to 30 workdays.

7 78. Defendants have willfully failed to pay accrued wages and other compensation to
8 Plaintiff in accordance with Labor Code sections 201 and 202.

9 79. As a proximate result of the aforementioned violations, Plaintiff has been damaged
10 in an amount according to proof at trial. Therefore, pursuant to California Labor Code sections
11 201, 202, 203, 1194, and other applicable provisions under the Labor Code and IWC Wage Orders,
12 Plaintiff is entitled to recover all wages earned and due, plus interest, penalties, attorney's fees,
13 expenses, and costs of suit.

14 **SEVENTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

15 **FAILURE TO REIMBURSE FOR BUSINESS EXPENSES**

16 *[Cal. Labor Code §2802]*

17 80. Plaintiff re-alleges, on behalf of herself, aggrieved employees, and Class Members,
18 each paragraph of this Complaint as though fully set forth.

19 81. California Labor Code § 2802 requires employers to reimburse employees for all
20 reasonable business expenses incurred by employees as a condition of employment.

21 82. Plaintiff and Class Members were required to pay for work-related expenses (*e.g.*
22 cell phone usage), and they incurred expenses as a result. Defendants unlawfully refused to
23 reimburse Plaintiff and Class Members for these expenses.

24 83. As a result of these violations, Defendants are liable for damages related to these
25 unreimbursed expenses.

26 84. Plaintiff and Class Members also request relief as described below.

27 **EIGHTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

1 **UNFAIR BUSINESS PRACTICES IN VIOLATION OF CALIFORNIA BUSINESS AND**
2 **PROFESSIONS CODE**

3 *[Bus. & Prof. Code §§ 17200 et seq.]*

4 85. Plaintiff re-alleges, on behalf of herself, aggrieved employees, and Class Members,
5 each paragraph of this Complaint as though fully set forth.

6 86. Plaintiff brings this cause of action individually and as a representative of all others
7 subject to Defendants' unlawful acts and practices.

8 87. Business and Professions Code § 17200 prohibits unfair competition in the form of
9 any unlawful, unfair, or fraudulent business act or practice. Business and Professions Code § 17204
10 allows "any person who has suffered injury in fact and has lost money or property" to prosecute a
11 civil action for violation of the Unfair Competition Law.

12 88. Defendants committed unlawful, unfair, and/or fraudulent business acts and
13 practices as defined by Business and Professions Code § 17200 by failing to pay overtime wages.

14 89. The above-described unlawful actions of Defendants constitute false, unfair,
15 fraudulent and/or deceptive business practices, within the meaning of Business and Professions
16 Code § 17200, et seq.

17 90. As a result of its unlawful acts, Defendants reaped unfair benefits and illegal profits
18 at the expense of Plaintiff and the Class that Plaintiff seeks to represent. Defendants should be
19 enjoined from this activity, caused to specifically perform its obligations, and made to disgorge
20 these ill-gotten gains and pay restitution to Plaintiff and the members of the Class including, but
21 not limited to, restitution of all unpaid wages, plus interest, as well as attorneys' fees and costs.

22 91. Plaintiff and Class Members also request relief as described below.

23 **NINTH CAUSE OF ACTION AGAINST ALL DEFENDANTS**

24 **REPRESENTATIVE ACTION FOR CIVIL PENALTIES UNDER THE PRIVATE**
25 **ATTORNEYS GENERAL ACT**

26 *[California Labor Code §§ 2698-2699.5, et seq.]*

27 92. Plaintiff incorporates herein by specific reference as though fully set forth the
28 allegations in all preceding paragraphs, with exception of the allegations in Paragraphs 38 through

44 and the subparagraphs thereto.

93. Plaintiff is an "aggrieved employee" within the meaning of California Labor Code § 2699(c) and is a proper representative to bring a civil action on behalf of herself and other current and former employees of Defendants pursuant to the procedures specified in California Labor Code §2699.3, because Plaintiff was employed by Defendants and the alleged violations of the California Labor Code were committed against Plaintiff and other aggrieved employees.

94. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor Code §§ 2698-2699.5, Plaintiff seeks to recover civil penalties, including but not limited to penalties under California Labor Code §§ 2698, 2699, 210, 225.5, 226.3, 558, 1174.5, 1197.1, and 1199, and IWC Wage Orders, from Defendants in a representative action for violations set forth above, including but not limited to violations of California Labor Code §§ 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1198, and 2802. Plaintiff is also entitled to reasonable attorneys' fees and costs pursuant to Labor Code section 2699(k)(1).

95. As required by Labor Code section 2699.3, Plaintiff provided written notice of the alleged Labor Code violations and the facts and theories supporting those violations by filing the notice online with the Labor and Workforce Development Agency ("LWDA") and by serving Defendant with the notice by certified mail.

96. Plaintiff's LWDA PAGA Notice was duly submitted and filed with the Labor and Workforce Development Agency ("LWDA") on June 11, 2026, and docketed as LWDA-CM-1183672-26.

97. Plaintiff has complied with all of the requirements set forth in California Labor Code § 2699.3 to commence a representative action under PAGA.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the proposed Class and Subclass prays for judgment against Defendants, and each of them, in an amount according to proof, as follows:

1. Certification of Plaintiff's non-PAGA claims as a class action, pursuant to Cal. Code of Civ. Proc. Section 382, on behalf of the proposed class, Wage Statement

Subclass, and Waiting Time Penalty Subclass;

2. For restitution of all monies due to Plaintiff, aggrieved employees, and Class Members, as well as disgorged profits from Defendants' unfair and unlawful business practices;
3. For meal and rest period compensation pursuant to California Labor Code § 226.7 and IWC Wage Orders;
4. For liquidated damages pursuant to California Labor Code § 1194.2;
5. For preliminary and permanent injunctive relief enjoining Defendant from violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and from engaging in the unlawful business practices complained of herein;
6. For statutory and civil penalties according to proof, including but not limited to all penalties authorized by the California Labor Code §§ 203 and 226 (e);
7. For interest on the unpaid wages at 10% per annum pursuant to California Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
8. For reasonable attorneys' fees and costs pursuant to California Labor Code §§ 1194, 2802, 2699(k)(1), Code Civ. Proc. § 1021.5, and any other applicable provisions providing for attorneys' fees and costs;
9. For all such other and further relief that the court may deem just and proper.

Respectfully Submitted,

DATED: August 19, 2026

LABOR LAW PC

By: 

Dany Yadidsion, Esq.

Noël Harlow, Esq.

Attorneys for Plaintiff

GISELLE PEREZ,

individually and on behalf of similarly situated and aggrieved employees

DEMAND FOR TRIAL BY JURY

Plaintiff hereby demands a jury trial of all causes of action and claims with respect to which Plaintiff has a right to jury trial.

DATED: August 19, 2026

LABOR LAW PC

By: 

Darryl Yadidsion, Esq.

Noël Harlow, Esq.

Attorneys for Plaintiff

GISELLE PEREZ,

individually and on behalf of similarly
situated and aggrieved employees

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**PROOF OF SERVICE
STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA
[C.C.P., §1013(a)]**

GISELLE PEREZ v. REITER PACIFIC FARMS, INC., et al.
Santa Barbara County Superior Court Case No. 26CV03927

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 100 Wilshire Blvd, Suite 700, Santa Monica, CA 90401. My email address is johnnil.acero@laborlawpc.com.

On **August 19, 2026**, I served the following document(s):

- **FIRST AMENDED CLASS ACTION COMPLAINT**

On the following:

**Attorneys for Defendant
Reiter Pacific Farms, Inc.**
Ana Toledo, Esq.
Charles Mullaney, Esq.
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parce@nheh.com

(XX) (BY ELECTRONIC MAIL) Per local rules, I delivered such documents by electronic mail. My email address is johnnil.acero@laborlawpc.com.

Executed on **August 19, 2026**

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Johnnil Acero

Print Name

/s/ Johnnil Acero

Signature