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FILED

BY SUPERIOR COURT OF CALIFORNIA,
COUNTY OF KING'S COUNTY

04/16/2024

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF KINGS

DOMINGO MUNOZ, as an individual, and on
behalf of all others similarly situated,

Plaintiff,

vs.

A&B LABOR, INC., a California corporation;
559 AG. CORP., a California corporation;
CAMPOS CROP LABOR., a California
corporation; EXCELSIOR FARMING, LLC,
a California Limited Liability Company;
NEW EXCELSIOR FARMING, LLC, a
California Limited Liability Company; and
DOES 1 through 100,

Defendants.

Case No.: 24CU0156

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, AND 1197);**
- (2) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512);**
- (3) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.2, 226.7, AND
516);**
- (4) **FAILURE TO PROVIDE
ACCURATE, ITEMIZED WAGE
STATEMENTS (LABOR CODE
§ 226 *et seq.*);**
- (5) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (6) **UNFAIR COMPETITION (BUS &
PROF CODE § 17200 *et seq.*);**
- (7) **FAILURE TO REIMBURSE FOR
NECESSARY BUSINESS
EXPENSES (LABOR CODE § 2802);
AND**
- (8) **CIVIL PENALTIES UNDER THE
PRIVATE ATTORNEYS GENERAL
ACT (LABOR CODE § 2698 *et seq.*).**

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Domingo Munoz (“Plaintiff”), as an individual, and on behalf of all others
2 similarly situated, hereby brings this Class Action Complaint (“Complaint”) against A&B Labor,
3 Inc., a California corporation; 559 AG. Corp., a California corporation; Campos Crop Labor., a
4 California corporation; Excelsior Farming, LLC, a California Limited Liability Company; New
5 Excelsior Farming, LLC, a California Limited Liability Company; and DOES 1 to 100,
6 (collectively “Defendants”), and on information and belief alleges as follows:

7 **JURISDICTION**

8 1. Plaintiff hereby brings this Complaint for recovery of unpaid wages and penalties
9 under California Business & Professions Code § 17200 *et. seq.*, Labor Code §§ 201-204, 226.2,
10 226.7, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*; and Industrial Welfare
11 Commission Wage Order 14 (“Wage Order 14”), in addition to seeking declaratory relief and
12 restitution. This Court has jurisdiction over Defendants’ violations of the California Labor Code
13 because the amount in controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to Cal. Code of Civ. Proc. §§
16 395(a) and 395.5, as at least some of the acts and omissions complained of herein occurred in the
17 County of Kings. One or more of the Defendants, transact business, have agent(s) within the
18 County of Kings, and/or otherwise are found within the County of Kings, and Defendants are
19 within the jurisdiction of this Court for purposes of service of process.

20 **PARTIES**

21 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,
22 Plaintiff was and currently is, a California resident. During the four years immediately preceding
23 the filing of the Complaint in this action and within the statute of limitations periods applicable
24 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt
25 employee. Plaintiff was, and is, a victim of Defendants’ policies and/or practices complained of
26 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code
27 §§ 201-204, 226.2, 226.7, 512, 516, 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*;
28 California Business & Professions Code § 17200 *et seq.* (“Unfair Competition Law”); and Wage

1 Order 14, which sets employment standards for Agricultural Occupations.

2 4. Plaintiff is informed and believes, and based thereon alleges, that during the four
3 years preceding the filing of the Complaint and continuing to the present, Defendants did (and
4 continue to do) business by employing seasonal farm labor employees to harvest agricultural
5 commodities in the United States, and employed Plaintiff and other, similarly-situated non-
6 exempt employees within Kings County and the state of California and, therefore, were (and are)
7 doing business in Kings County and the State of California.

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

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

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

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

1 similarly situated non-exempt employees.

2 9. Defendants 559 AG. Corp.; Campos Crop Labor.; Excelsior Farming, LLC; New
3 Excelsior Farming, LLC; are jointly liable with A&B Labor, Inc. for all civil legal responsibility
4 and civil liability for the payment of wages, including all sums payable to an employee or the
5 state of California based upon any failure to pay wages, pursuant to Labor Code §2810.3 and
6 common law theories of joint employer liability.

7 **GENERAL FACTUAL ALLEGATIONS**

8 10. Defendants are in the agricultural business and employ seasonal farm labor
9 employees to harvest agricultural goods. Plaintiff worked for Defendants as a non-exempt farm
10 labor employee on a seasonal basis from approximately early June 2022 until around July 6, 2023,
11 primarily performing the task of picking cherries and plums on Defendants' farms. Despite
12 working 8 hours per day, Defendants did not employ any actual timekeeping practices
13 whatsoever, instead compensating Plaintiff and other non-exempt employees on a strictly piece
14 rate basis. At no point during his employment with Defendants was Plaintiff made to confirm or
15 sign off on his hours worked. Defendants have not boarded or lodged Plaintiff during his
16 employment.

17 11. During Plaintiff's employment with Defendants, Plaintiff generally worked
18 Tuesday through Friday. Plaintiff was solely compensated on a piece-rate basis, whereby he was
19 paid a set rate of approximately \$3.50 per bucket of fruit. Defendants at no point asked how many
20 hours Plaintiff and other non-exempt employees worked, nor did they make any efforts to record
21 their hours. Instead, the Foreman exclusively recorded the buckets of fruit that Plaintiff and other
22 non-exempt employees filled up while wholly neglecting to keep track of their hours worked. As
23 a consequence of this practice, Plaintiff was not paid an hourly minimum wage if his earned piece-
24 rate compensation did not exceed his minimum wages earned in a pay period.

25 12. Plaintiff and other non-exempt employees were not authorized to take all legally
26 required rest periods regardless of whether they were working on a piece-rate or hourly basis.
27 While Plaintiff and other non-exempt employees were required to exercise 15 minute breaks at
28 7:30 am and 11:30am, Plaintiff and other non-exempt employees were not compensated for rest

1 and recovery periods despite their entitlement to such pay as piece-rate workers. Indeed, on the
2 wage statements issued to Plaintiff and other non-exempt employees there is no line item or pay
3 code for rest and recovery periods. Furthermore, Defendants did not provide Plaintiff and other
4 non-exempt employees with all legally compliant rest periods free of employer control and in the
5 shade of the sun during the entirety of Plaintiff's employment with Defendants. Despite
6 Defendants' failure to authorize and permit Plaintiff and other non-exempt employees to take all
7 lawful paid rest periods, due to their uniform and unlawful practices, Defendants never provided
8 Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each rest
9 period violation as required by Labor Code § 226.7. Upon information and belief, Defendants
10 maintained no payroll code or another mechanism for the payment of rest period premiums in the
11 event Plaintiff and other non-exempt employees were not authorized to take lawful rest periods.

12 13. Defendants have failed to accurately record and compensate Plaintiff and other
13 non-exempt employees who are compensated on a piece-rate basis for non-productive time. *See*
14 *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36 (holding that a piece-rate
15 compensation structure that does not separately compensate employees for non-productive time
16 violates California minimum wage laws). Plaintiff and other non-exempt employees were
17 required to perform work duties and activities that were not directly compensated on a piece-rate
18 basis. For example, Plaintiff and other non-exempt employees would be made to travel between
19 fields on a daily basis, which would take around 10 minutes per occurrence, and were in no
20 manner compensated for this time. Furthermore, Plaintiff and other non-exempt employees would
21 have to wait in lines for 15 minutes per workday hauling buckets of cherries to tractors without
22 compensation. Additionally, Plaintiff and other non-exempt employees would be made to wait
23 around 8 minutes per shift to retrieve and return work supplies such as ladders and buckets from
24 their storage areas. Finally, Plaintiff and other non-exempt employees were not compensated for
25 bathroom and water breaks and/or other mandatory duties that were not directly compensated on
26 a piece-rate basis. Defendants as a matter of policy/practice made no effort to actually record this
27 non-productive time, and Plaintiff and other non-exempt employees were never compensated for
28 it. Indeed, on the wage statements issued to Plaintiff and other non-exempt employees there is

1 no line item or pay code for nonproductive time. Plaintiff alleges that all this time constitutes
2 unproductive worktime which must be compensated under California law. Accordingly, Plaintiff
3 estimates that he and other non-exempt employees worked at least an additional 33 minutes per
4 shift of non-productive time that was wholly unpaid by Defendants. As such, Plaintiff alleges
5 that Defendants have not accurately tracked and compensated employees' non-productive time in
6 compliance with Labor Code § 226.2.

7 14. Defendants have also failed to record employees' total hours worked each
8 workday accurately. Specifically, Defendants' forepersons did not record the hours worked in any
9 fashion apparent to Plaintiff and the other non-exempt employees when they were performing
10 piece rate work. Plaintiff never formally clocked in or clocked out during his shifts and was never
11 provided any sort of timecard reflecting the hours he worked. Rather, Defendants tracked Plaintiff
12 and the non-exempt employees piece rate compensation exclusively while failing to record the
13 actual number of hours worked in any manner. As a result, Defendants failed to ensure that
14 Plaintiff and other non-exempt employees were being paid at least the minimum wage for all
15 hours actually worked, in compliance with Wage Order 14.

16 15. Defendants also did not provide Plaintiff and other non-exempt employees with a
17 legally compliant first meal period when they worked shifts in excess of 6.0 hours. Instead,
18 Plaintiff and other non-exempt employees were not allowed to leave the premises for their meal
19 periods, thus making them inherently non-compliant. Despite Defendants' failure to provide
20 Plaintiff and other non-exempt employees with all lawful meal periods due to their uniform and
21 unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an
22 hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7.

23 16. As a result of Defendants' failure to accurately compensate Plaintiff and other non-
24 exempt employees for non-productive time, failure to pay all minimum wages, and failure to
25 provide all legally compliant meal periods and authorize all rest periods or pay premium pay in
26 lieu thereof, Defendants have maintained inaccurate payroll records, failed to timely pay all wages
27 owed to separating employees at the time of their separation, and issued inaccurate wage
28 statements. Furthermore, Defendants have maintained facially inaccurate wage statements by

1 failing to include the total hours worked by the employee in violation of Labor Code §226(a)(2);
2 the number of piece rate units earned and any applicable piece rate in violation of Labor Code
3 §226(a)(3); and the name and address of the legal entity that secured the services of the employer
4 in violation of Labor Code §226(a)(8).

5 17. Defendants failed to adequately reimburse Plaintiff for all reasonable and
6 necessary work expenditures. Specifically, Plaintiff and other non-exempt employees were made
7 to utilize their personal cellular phones for business purposes on a daily basis in order to receive
8 messages indicating the address they needed to report to. Despite this reality, Plaintiff and other
9 non-exempt employees were not provided any sort of compensation at any point for the use of
10 their personal cellular phones for business purposes.

11 18. Further, at the end of each season, employees were laid off (i.e., terminated), but
12 were not provided their paycheck until the next regular scheduled pay day, in violation of Labor
13 Code § 201 (“(a) If an employer discharges an employee, the wages earned and unpaid at the time
14 of discharge are due and payable immediately.”).

15 19. Defendants failed to meet their obligations to provide paid sick leave to Plaintiff
16 and other non-exempt employees under Labor Code §245.5(b) which requires that employers
17 authorize and permit their employees who worked 30 or more days within a year to accrue paid
18 sick leave, and to allow them to exercise paid sick leave on or after their 90th day of employment.
19 Despite meeting all of the statutory requirements for being able to accrue and utilize paid sick
20 leave, Plaintiff and other non-exempt employees were not provided paid sick leave on those
21 occasions where they needed to take a “sick day” in violation of Labor Code §245.5(b).

22 20. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
23 by failing to provide Plaintiff and other non-exempt employees written notices, in the language
24 normally used to communicate employment related information to the employees, containing
25 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
26 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
27 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
28 employer; vii) identifying information for the employer’s workers’ compensation insurance
carrier; and viii) information informing the employee of their right to accrue and use paid sick

1 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other non-
2 exempt employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

3 **CLASS ACTION ALLEGATIONS**

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

- 6 a. The Minimum Wage Class consists of all current and former non-exempt
7 employees of Defendants subject to Wage Order 14, who performed work in
8 California that were compensated on a piece-rate or hourly basis during the four
9 years immediately preceding the filing of this lawsuit through the present.
- 10 b. The Rest Period Class consists of all current and former non-exempt employees of
11 Defendants subject to Wage Order 14, who performed work in California and
12 worked at least one shift in excess of 3.5 hours during the four years immediately
13 preceding the filing of this lawsuit through the present.
- 14 c. The Meal Period Class consists of all current and former non-exempt employees
15 of Defendants subject to Wage Order 14, who performed work in California and
16 who worked at least one shift in excess of 5.0 hours without a duty-free
17 uninterrupted meal period of at least 30 minutes in duration commencing prior to
18 the conclusion of the fifth hour of work, and who do not have a corresponding
19 meal period premium payment made for such shifts during the four years
20 preceding the filing of this lawsuit through the present.
- 21 d. The Employee Expense Class consists of all of current and former non-exempt
22 employees of Defendants subject to Wage Order 14 in California who were not
23 reimbursed for expenses in the performance of their job duties, including, but not
24 limited to the use of their personal cellular phones for work purposes, during the
25 four years immediately preceding the filing of this lawsuit to the present.
- 26 e. The Wage Statement Class consists of all members of the Rest Period Class,
27 Minimum Wage Class, and/or Meal Period Class who received a wage statement
28

from Defendants during the one year immediately preceding the filing of this lawsuit through the present.

- f. The Waiting Time Class consists of all of Defendants' formerly employed non-exempt employees in California who were subject to Defendants' timekeeping systems and/or practices, during the three years immediately preceding the filing of this lawsuit through the present.

22. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number greater than three hundred (300) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

23. **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' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;
- iii. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- iv. Whether Defendants provided all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- v. Whether Defendants failed to accurately track and compensate members of the Minimum Wage Class non-productive time in compliance with Labor Code § 226.2;
- vi. Whether Defendants failed to reimburse members of the Employee Expense Class

- 1 for business expenditures necessarily incurred in the performance of their duties;
- 2 vii. Whether Defendants provided accurate, itemized wage statements to members of
- 3 the Classes; and
- 4 viii. Whether Defendants' policies and/or practices for the timing and amount of
- 5 payment of final wages to members of the Waiting Time Class at the time of
- 6 separation from employment were lawful.

7 24. **Predominance of Common Questions:** Common questions of law and fact

8 predominate over questions that affect only individual members of the Classes. The common

9 questions of law set forth above are numerous and substantial and stem from Defendants' policies

10 and/or practices applicable to each individual class member, such as Defendants' uniform

11 timekeeping policies and practices, meal and rest period policies and practices, non-

12 reimbursement policies and practices, wage statement policies and practices, and the policies and

13 practices regarding the timely payment of final wages. As such, the common questions

14 predominate over individual questions concerning each individual class member's showing as to

15 his or her eligibility for recovery or as to the amount of his or her damages.

16 25. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because

17 Plaintiff was employed by Defendants as a non-exempt employee in California during the

18 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged

19 herein, Plaintiff, like the members of the Classes, was subject to Defendants' meal/rest period and

20 timekeeping policies and practices, was subjected to Defendants' unlawful failure to reimburse

21 business expenses, was provided inaccurate wage statements, and was not paid all wages earned

22 at the time of his separation of employment.

23 26. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps

24 to represent fairly and adequately the interests of the members of the Classes. Moreover,

25 Plaintiff's attorneys are ready, willing and able to fully and adequately represent the members of

26 the Classes and Plaintiff. Plaintiff's attorneys have prosecuted and defended numerous wage-

27 and-hour class actions in state and federal courts in the past and are committed to vigorously

28 prosecuting this action on behalf of the members of the Classes.

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

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FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

29. Wage Order 14, § 4 and California Labor Code §§ 1197 and 1182.12 establish the right of employees to be paid minimum wages for all hours worked in amounts set by state law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum Wage Class for all hours actually worked including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the California Labor Code and Wage Order 14.

30. California Labor Code § 1198 makes unlawful the employment of an employee under conditions that the IWC 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.

31. 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 Wage Order 14.

32. 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

1 according to California Labor Code §§ 1194, *et seq.*, 1197, 1198 and Code of Civil Procedure §
2 1021.5.

3 **SECOND CAUSE OF ACTION**

4 **MEAL PERIOD VIOLATIONS**

5 **(AGAINST ALL DEFENDANTS)**

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

7 34. Plaintiff is informed and believe, and based thereon allege, that Defendants failed
8 in their affirmative obligation to provide all of their non-exempt employees in California, including
9 Plaintiff and members of the Meal Period Class with all legally compliant meal periods in
10 accordance with the mandates of the California Labor Code and Wage Order 14, § 11. Despite
11 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal
12 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§
13 210, 226.7, and 512.

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

18 **THIRD CAUSE OF ACTION**

19 **REST PERIOD VIOLATIONS**

20 **(AGAINST ALL DEFENDANTS)**

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

22 37. Wage Order 14, § 12 and California Labor Code §§ 226.2, 226.7 and 516 establish
23 the right of employees to be authorized and permitted to take a paid rest period of at least ten (10)
24 minutes net rest time for each four (4) hour period worked, or major fraction thereof.

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

27 39. The foregoing violations create an entitlement to recovery by Plaintiff and members
28 of the Rest Period Class in a civil action for the unpaid rest period wages and the amount of rest

1 period premiums owing, including interest thereon, as well as statutory penalties, civil penalties,
2 and costs of suit according to California Labor Code §§ 226.2, 226.7, 516, and Civil Code §§
3 3287(b) and 3289.

4 **FOURTH CAUSE OF ACTION**

5 **WAGE STATEMENT VIOLATIONS**

6 **(AGAINST ALL DEFENDANTS)**

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

8 41. Plaintiff is informed and believes, and based thereon alleges, that Defendants
9 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
10 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
11 number of hours worked in violation of Labor Code § 226(a)(2) , the number of piece rate units
12 earned in violation of Labor Code § 226(a)(3), and meal & rest period premiums in violation of
13 Labor Code § 226.7. Furthermore, Defendants issued facially deficient wage statements in
14 violation of Labor Code 226(a)(8) by failing to meet its affirmative obligation to identify the legal
15 entity and address of the client-employer grower(s), which requires that that farm labor contractors
16 identify “the name and address of the legal entity that secured the services of the employer”.
17 Defendants’ wage statements issued to Plaintiff are facially in violation of this code section as they
18 do not provide any identifying information regarding the address(es) of the client-employers.

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

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

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1 **FIFTH CAUSE OF ACTION**

2 **WAITING TIME PENALTIES**

3 **(AGAINST ALL DEFENDANTS)**

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

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

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

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

23 **SIXTH CAUSE OF ACTION**

24 **UNFAIR COMPETITION**

25 **(AGAINST ALL DEFENDANTS)**

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

27 49. Defendants have engaged and continue to engage in unfair and/or unlawful business
28 practices in California in violation of California Business and Professions Code § 17200 *et seq.*,

1 by failing to pay Plaintiff and the Classes all minimum wages, provide all required meal and rest
2 periods, or pay premium payments in lieu thereof, failing to furnish accurate, itemized wage
3 statements, failing to reimburse for necessary business expenses, and willfully failing to timely
4 pay Plaintiff and members of the Waiting Time class all final wages due upon separation of
5 employment.

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

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

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

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

22 **SEVENTH CAUSE OF ACTION**

23 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

24 **(AGAINST ALL DEFENDANTS)**

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

26 55. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
27 states that "an employer shall indemnify his or her employees for all necessary expenditures or
28 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of

his or her obedience to the directions of the employer...”

56. Due to Defendants’ unlawful policy and practice of requiring employees to utilize their personal cellular phones in the performance of their work duties, Defendants have violated Labor Code § 2802.

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

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

EIGHTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

59. Plaintiff re-alleges and incorporates by reference all prior paragraphs as though fully set forth herein.

60. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$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 § 210 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

1 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each
2 subsequent violation per employee per pay period for those violations of the Labor Code for which
3 no civil penalty is specifically provided, based on the following Labor Code violations:

- 4 a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum
5 Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-
6 552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 7 b. Failing to authorize and permit all legally required rest periods, and failure to
8 pay rest period premium wages, to Plaintiff, the Rest Period Class, and other
9 aggrieved employees at the regular rate of compensation in violation of Labor
10 Code §§ 226.7, 516, 558, and 1198;
- 11 c. Failing to provide all legally required meal periods, and failure to pay meal
12 period premium wages, to Plaintiff, the Meal Period Class, and other aggrieved
13 employees at the regular rate of compensation in violation of Labor Code §§
14 226.7, 512, 558, and 1198;
- 15 d. Failing to reimburse Plaintiff, the Employee Expense Class, and other
16 aggrieved employees for necessary business expenditures incurred by Plaintiff,
17 the Employee Expense Class, and other aggrieved employees in violation of
18 Labor Code §§ 2800, 2802 and 2804;
- 19 e. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved
20 employees with complete, accurate, itemized wage statements in violation of
21 Labor Code § 226;
- 22 f. Failing to timely pay all final wages and compensation earned by Plaintiff, the
23 Waiting Time Class, and other aggrieved employees at the time of separation
24 in violation of Labor Code §§ 201, 202, and 203;
- 25 g. Failing to accurately track and compensate Plaintiff and other aggrieved
26 employees non-productive time in violation of Labor Code § 226.2;
- 27 h. Failing to permit and authorize Plaintiff and other non-exempt to exercise the
28 use of their accrued paid sick leave days in violation of Labor Code § 245.5;
- i. Failing to provide legally mandated disclosures and/or written notices

1 regarding the terms of employment of Plaintiff and other aggrieved employees
2 in violation of Labor Code § 2810.5; and

3 j. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved
4 employees in violation of Labor Code §§ 1174 and 1198.

5 61. On January 31, 2024, Plaintiff notified Defendants via certified mail, and notified
6 the California Labor and Workforce Development Agency (“LWDA”) via its website, of
7 Defendants’ violations of the California Labor Code and Plaintiff’s intent to bring a claim for
8 civil penalties under California Labor Code § 2698 et seq. with respect to violations of the
9 California Labor Code identified in Paragraph 60 (a)-(j). Now that sixty-five days have passed
10 from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not
11 provided notice that it intends to investigate the violations, Plaintiff has exhausted his
12 administrative requirements for bringing a claim under the Private Attorneys General Act with
13 respect to these violations.

14 62. Plaintiff was compelled to retain the services of counsel to file this court action to
15 protect his interests and the interests of other similarly aggrieved employees, and to assess and
16 collect the civil penalties owed by Defendants. Plaintiff has thereby incurred attorneys’ fees and
17 costs, which he is entitled to receive under California Labor Code § 2699(g).

18 **PRAYER**

19 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf
20 this suit brought against Defendants, as follows:

- 21 1. For an order certifying the proposed Classes;
- 22 2. For an order appointing Plaintiff as representative of the Classes;
- 23 3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
- 24 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
25 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and
26 1197;
- 27 5. Upon the Second Cause of Action, for compensatory, consequential, general and
28 special damages according to proof pursuant to Labor Code §§ 226.7, and 512;
6. Upon the Third Cause of Action, for compensatory, consequential, general and

special damages according to proof pursuant to Labor Code §§ 226.7, and 516;

7. Upon the Fourth Cause of Action, for statutory penalties pursuant to Labor Code § 226, *et seq.*;

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

9. Upon the Sixth Cause of Action, for restitution to Plaintiff and other non-exempt employees of all money and/or property unlawfully acquired by Defendants by means of any acts or practices declared by this Court to be in violation of Business and Professions Code § 17200 *et seq.*;

10. Upon the Seventh Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code § 2802;

11. Upon the Eighth Cause of Action, for (1) \$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 § 210 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 the violations of the Labor Code Sections cited in Labor Code § 2699.5;

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

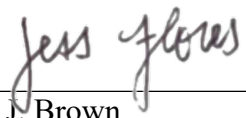
13. On all causes of action, for attorneys' fees and costs as provided by Code of Civil Procedure § 1021.5 and all other applicable statutes; and

14. For such other and further relief the Court may deem just and proper.

1 Dated: April 16, 2024

Respectfully submitted,
STANSBURY BROWN LAW, PC

2
3 By:



Daniel J. Brown
Jessica Flores
Attorney for Plaintiff

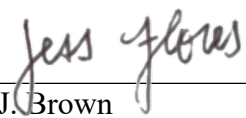
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5
6 **DEMAND FOR JURY TRIAL**

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

8
9 Dated: April 16, 2024

Respectfully submitted,
STANSBURY BROWN LAW, PC

10
11 By:



Daniel J. Brown
Jessica Flores
Attorney for Plaintiff