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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

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

Plaintiff,

vs.

MENDOZA AG SERVICES, INC., a
California corporation; MENDOZA
AGRICULTURAL SERVICES, a California
corporation; and DOES 1 through 100,

Defendants.

Case No.:

24CV435369

**CLASS AND REPRESENTATIVE
ACTION COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, AND 1197);**
- (2) **FAILURE TO PAY ALL
OVERTIME WAGES (LABOR
CODE §§ 204, 510, 551, 552, 558,
1194, AND 1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.2, 226.7, AND
516);**
- (5) **FAILURE TO PROVIDE
ACCURATE, ITEMIZED WAGE
STATEMENTS (LABOR CODE
§ 226 *et seq.*);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (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**

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1 Plaintiff Maximino Munoz Morales (“Plaintiff”), as an individual, and on behalf of all
2 others similarly situated, hereby brings this Class and Representative Action Complaint
3 (“Complaint”) against Mendoza Ag Services, Inc., a California corporation; Mendoza
4 Agricultural Services, Inc., a California corporation; and DOES 1 to 100, (collectively
5 “Defendants”), and on information and belief alleges as follows:

6 **JURISDICTION**

7 1. Plaintiff hereby brings this Class and Representative Action Complaint for
8 recovery of unpaid wages and penalties under California Business & Professions Code § 17200
9 *et seq.*, Labor Code §§ 201-204, 205, 226.2, 226.7, 510, 512, 516, 551, 558, 1182.12, 1194,
10 1194.2, 1197, 1198, 2802, 2698 *et seq.*; and Industrial Welfare Commission Wage Order 14
11 (“Wage Order 14”), in addition to seeking declaratory relief and restitution. This Court has
12 jurisdiction over Defendants’ violations of the California Labor Code because the amount in
13 controversy exceeds this Court’s jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to 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 Santa Clara. One or more of the Defendants, transact business, have agent(s) within
18 the County of Santa Clara, and/or otherwise are found within the County of Santa Clara, and
19 Defendants are 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, 205, 226.2, 226.7, 510, 512, 516, 551, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2802,
28 2698 *et seq.*; California Business & Professions Code § 17200 *et seq.* (“Unfair Competition

Law”); and Wage Order 14, which sets employment standards for Agricultural Occupations.

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

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

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

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

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

1 similarly situated non-exempt employees.

2 9. Unknown farm defendants are also jointly liable with Defendants Mendoza Ag
3 Services, Inc. and Mendoza Agricultural Services, Inc. for all civil legal responsibility and civil
4 liability for the payment of wages, including all sums payable to an employee or the state of
5 California based upon any failure to pay wages, pursuant to Labor Code §2810.3.

6 **GENERAL FACTUAL ALLEGATIONS**

7 10. Defendants are in the agricultural business and employ seasonal farm labor
8 employees to harvest agricultural goods. Plaintiff worked for Defendants as a non-exempt farm
9 labor employee on a seasonal basis from approximately April 28, 2021 until around June 11,
10 2023, primarily performing the task of picking cherries and other crops on Defendants' farms.
11 Despite working anywhere from between 7-8 hours per day. Defendants did not employ any
12 actual timekeeping practices whatsoever, and instead compensated Plaintiff and other non-exempt
13 employees on a strictly piece rate basis. At no point during his employment with Defendants was
14 Plaintiff made to confirm or sign off on his hours worked. Defendants have not boarded or lodged
15 Plaintiff during his employment.

16 11. During Plaintiff's employment with Defendants, Plaintiff generally worked
17 Monday through Sunday. Plaintiff worked 7 days a week and did not receive a day's rest as
18 required by Labor Code § 551. Plaintiff's daily hours worked would range from anywhere
19 between 7 and 8 hours per shift. Plaintiff was solely compensated on a piece-rate basis, whereby
20 he was paid a set rate of approximately \$7.00 and \$7.50 per bucket of cherries. Defendants at no
21 point asked how many hours Plaintiff and other non-exempt employees worked, nor did they
22 make any efforts to record their hours. Instead, Plaintiff was given a card that would get punched
23 every time that he filled up a bucket of cherries. Furthermore, Plaintiff was not paid an hourly
24 minimum wage if his earned piece-rate compensation did not exceed his minimum wages earned
25 in a pay period as a consequence of Defendants' failure to record Plaintiff's hours worked. Upon
26 information and belief, Defendants did not pay any overtime hours to Plaintiff and other non-
27 exempt employees at any time regardless of whether they were performing work on a piece rate
28 or hourly basis.

1 12. Plaintiff and other non-exempt employees were not authorized to take all legally
2 required rest periods regardless of whether they were working on a piece-rate or hourly basis.
3 Plaintiff cannot recall ever receiving anything resembling a rest period throughout the entirety of
4 his tenure with Defendants. Rather, Plaintiff and other non-exempt employees would generally
5 work through the entirety of their shifts without any breaks outside of meal periods. Further, on
6 those occasions where Plaintiff and other non-exempt employees performed piece work for
7 Defendants, Defendants routinely failed to pay the correct regular rate for rest and recovery
8 periods. Plaintiff was rarely, if ever, not compensated for rest and recovery periods despite his
9 entitlement to such pay as a piece-rate worker. Furthermore, Defendants did not provide Plaintiff
10 and other non-exempt employees with all legally compliant rest periods free of employer control
11 and in the shade of the sun during the entirety of Plaintiff's employment with Defendants. Despite
12 Defendants' failure to authorize and permit Plaintiff and other non-exempt employees to take all
13 lawful paid rest periods, due to their uniform and unlawful practices, Defendants never provided
14 Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each rest
15 period violation as required by Labor Code § 226.7. Upon information and belief, Defendants
16 maintained no payroll code or another mechanism for the payment of rest period premiums in the
17 event Plaintiff and other non-exempt employees were not authorized to take lawful rest periods.

18 13. Defendants have failed to accurately record and compensate Plaintiff and other
19 non-exempt employees who are compensated on a piece-rate basis for non-productive time. *See*
20 *Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36 (holding that a piece-rate
21 compensation structure that does not separately compensate employees for non-productive time
22 violates California minimum wage laws). Plaintiff and other non-exempt employees were
23 required to perform work duties and activities that were not directly compensated on a piece-rate
24 basis. For example, Plaintiff and other non-exempt employees would be made to travel between
25 fields on a daily basis, which would take anywhere from 15-20 minutes per occurrence, and were
26 in no manner compensated for this time. Furthermore, Plaintiff and other non-exempt employees
27 would have to wait in lines for anywhere from 15-20 minutes per workday hauling buckets of
28 cherries to tractors without compensation. Additionally, Plaintiff and other non-exempt

1 employees would be made to wait around 20 minutes per shift to retrieve and return work supplies
2 such as ladders and buckets from their storage areas. Finally, Plaintiff and other non-exempt
3 employees were not compensated for bathroom and water breaks and/or other mandatory duties
4 that were not directly compensated on a piece-rate basis. Defendants as a matter of policy/practice
5 made no effort to actually record this non-productive time. Plaintiff alleges that all this time
6 constitutes unproductive worktime which must be compensated under California law.
7 Accordingly, Plaintiff estimates that he and other non-exempt employees worked at least an
8 additional 45-55 minutes per shift of non-productive time that was wholly unpaid by Defendants.
9 As such, Plaintiff alleges that Defendants have not accurately tracked and compensated
10 employees' non-productive time in compliance with Labor Code § 226.2.

11 14. Defendants have also failed to record employees' total hours worked each
12 workday accurately. Specifically, Defendants' forepersons did not record the hours worked in any
13 fashion apparent to Plaintiff and the other non-exempt employees when they were performing
14 piece rate work. Plaintiff never formally clocked in or clocked out during his shifts and was never
15 provided any sort of timecard reflecting the hours he worked. Rather, Defendants tracked Plaintiff
16 and the non-exempt employees' piece rate compensation exclusively while failing to record the
17 actual number of hours worked in any manner. Further, Plaintiff and other non-exempt employees
18 routinely worked in excess of the overtime thresholds as outlined in Wage Order 14 by virtue of
19 working 7 days in a week and up to 8 hours a day, but were not ever provided with overtime
20 compensation despite their entitlement to such pay. As a result, Defendants failed to ensure that
21 Plaintiff and other non-exempt employees were being paid at least the minimum wage for all
22 hours actually worked and failed to ensure that Plaintiff and other non-exempt employees
23 received proper overtime wages for all overtime hours worked, in compliance with Wage Order
24 14.

25 15. Defendants also did not provide Plaintiff and other non-exempt employees with a
26 legally compliant first meal period when they worked shifts in excess of 6.0 hours. Instead,
27 Plaintiff and other non-exempt employees were not allowed to leave the premises for their meal
28 period, thus making them inherently non-compliant. Despite Defendants' failure to provide

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

4 16. As a result of Defendants' failure to accurately compensate Plaintiff and other non-
5 exempt employees for non-productive time, failure to pay all minimum and overtime wages, and
6 failure to provide all legally compliant meal periods and authorize all rest periods or pay premium
7 pay in lieu thereof, Defendants have maintained inaccurate payroll records, failed to timely pay
8 all wages owed to separating employees at the time of their separation, and issued inaccurate
9 wage statements. Furthermore, Defendants have maintained facially inaccurate wage statements
10 by failing to include the name and address of the legal entity that secured the services of the
11 employer in violation of Labor Code §226(a)(8).

12 17. Defendants failed to adequately reimburse Plaintiff for all reasonable and
13 necessary work expenditures. Specifically, Plaintiff and other non-exempt employees were made
14 to utilize their personal cellular phones for business purposes on a daily basis in order to receive
15 messages indicating the location of the field they were assigned to work at. Despite this reality,
16 Plaintiff and other non-exempt employees were not provided any sort of compensation at any
17 point for the use of their personal cellular phones for business purposes. Additionally, Plaintiff
18 and other non-exempt employees were made to utilize their personal vehicles to move from one
19 location to another during the same workday, but were not ever provided any reimbursement for
20 these gas and mileage expenses.

21 18. Additionally, Defendants are farm labor contractors subject to the requirements of
22 Labor Code § 205, which requires that employees be paid weekly, on a business day designated
23 in advance, for all wages earned up to and including the fourth day before the scheduled payday.
24 However, Defendants pay their employees on a delay of five days or more, in violation of the
25 "fourth day" requirement found in Labor Code § 205.

26 19. Further, at the end of each season, employees were laid off (i.e., terminated), but
27 were not provided their paycheck until the next regular scheduled pay day, in violation of Labor
28 Code § 201 ("(a) If an employer discharges an employee, the wages earned and unpaid at the time

of discharge are due and payable immediately.”).

20. Furthermore, Defendants violated Labor Code § 204 by failing to pay Plaintiff and other non-exempt employees all wages earned at least twice during each calendar month.

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

22. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5 by failing to provide Plaintiff and other non-exempt employees written notices, in the language normally used to communicate employment related information to the employees, containing information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the employer; v) the address of the legal entity that is the employer; vi) the telephone number of the 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 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other non-exempt employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

CLASS ACTION ALLEGATIONS

23. **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 work in California and were compensated on a piece-rate or hourly basis 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 in California and 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 in California and 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 who worked at least one shift in excess of 5.0 hours without a duty-free uninterrupted meal period of at least 30 minutes in duration commencing prior to the conclusion of the fifth hour of work, and who do not have a corresponding meal period premium payment made for such shifts during the four years preceding the filing of this lawsuit through the present.

e. The Employee Expense Class consists of all of Defendants in California who were not reimbursed for expenses in the performance of their job duties, including, but not limited to: i) the use of their personal cellular phones for work purposes; and/or ii) personal vehicle expenses (including gas & mileage) 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 non-exempt employees in California who were compensated on a piece-rate or hourly basis, during the three years immediately preceding the filing of this lawsuit through the present.

24. **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 one hundred (100) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

25. **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 Order 14 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 accurately track and compensate members of the Minimum Wage Class non-productive time in compliance with Labor Code § 226.2;
- vii. Whether Defendants violated the "fourth day" requirement found in Labor Code § 205 by paying Plaintiff and other non-exempt employees on a delay of five days or more;
- viii. Whether Defendants failed to reimburse members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their duties;

ix. Whether Defendants provided accurate, itemized wage statements to members of the Classes; and

x. 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.

26. **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.

27. **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.

28. **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.

29. **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.

FIRST CAUSE OF ACTION

MINIMUM WAGE VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

31. 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.

32. 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.

33. 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.

34. 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.

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1 204, 210, 226.7, and 512.

2 41. As a result, Defendants are responsible for paying premium compensation for meal
3 period violations including interest thereon, as well as statutory penalties, civil penalties, and costs
4 of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 14, and Civil Code §§ 3287(b)
5 and 3289.

6 **FOURTH CAUSE OF ACTION**

7 **REST PERIOD VIOLATIONS**

8 **(AGAINST ALL DEFENDANTS)**

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

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

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

15 45. The foregoing violations create an entitlement to recovery by Plaintiff and members
16 of the Rest Period Class in a civil action for the unpaid rest period wages and the amount of rest
17 period premiums owing, including interest thereon, as well as statutory penalties, civil penalties,
18 and costs of suit according to California Labor Code §§226.2, 226.7, 516, 558, and Civil Code §§
19 3287(b) and 3289.

20 **FIFTH CAUSE OF ACTION**

21 **WAGE STATEMENT VIOLATIONS**

22 **(AGAINST ALL DEFENDANTS)**

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

24 47. Plaintiff is informed and believes, and based thereon alleges, that Defendants
25 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
26 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate
27 number of hours worked, and meal & rest period premiums in violation of Labor Code § 226 *et*
28 *seq.* Furthermore, Defendants issued facially deficient wage statements in violation of Labor Code

1 226(a)(8) by failing to meet its affirmative obligation to identify the legal entity and address of the
2 client-employer grower(s), which requires that that farm labor contractors identify “the name and
3 address of the legal entity that secured the services of the employer”. Defendants’ wage statements
4 issued to Plaintiff are facially in violation of this code section as they do not provide any
5 identifying information regarding the address(es) of the client-employers.

6 48. Defendants’ failures in furnishing Plaintiff and the Wage Statement Class with
7 complete and accurate itemized wage statements resulted in actual injury, as said failures led to,
8 among other things, the non-payment of all minimum wages, overtime wages, meal and rest period
9 premium wages, and deprived them of the information necessary to identify the discrepancies in
10 Defendants’ reported data.

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

15 **SIXTH CAUSE OF ACTION**

16 **WAITING TIME PENALTIES**

17 **(AGAINST ALL DEFENDANTS)**

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

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

25 52. Defendants failed to timely pay Plaintiff and members of the Waiting Time Class
26 all final wages due to them at the time of their separation including, among other things, unpaid
27 and/or underpaid overtime and minimum wages owed, and meal & rest period premium wages.
28 Further, Plaintiff is informed and believes, and based thereon alleges, that as a matter of uniform

1 policy and practice, Defendants continue to fail to pay members of the Waiting Time Class all
2 earned wages at the end of employment in a timely manner pursuant to the requirements of Labor
3 Code §§ 201-203. Defendants' failure to pay all final wages was willful within the meaning of
4 Labor Code § 203.

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

10 **SEVENTH CAUSE OF ACTION**

11 **UNFAIR COMPETITION**

12 **(AGAINST ALL DEFENDANTS)**

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

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

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

26 57. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
27 herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of
28 monies, as necessary and according to proof, to restore any and all monies withheld, acquired

and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

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

EIGHTH CAUSE OF ACTION

FAILURE TO REIMBURSE BUSINESS EXPENSES

(AGAINST ALL DEFENDANTS)

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

61. At all relevant times herein, Defendants were subject to Labor Code § 2802, which states that "an employer shall indemnify his or her employees for all necessary expenditures or 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..."

62. Due to Defendants' unlawful policy and practice of requiring employees to utilize their personal cellular phones in addition to requiring them to utilize their personal vehicles to travel between fields in the performance of their work duties, Defendants have violated Labor Code § 2802.

63. 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.

64. 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.

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

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

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

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to accurately track and compensate Plaintiff and other aggrieved employees for non-productive time;
- c. 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;

- d. 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, 558, and 1198;
- e. Failing 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, 558, and 1198;
- f. 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 §§ 2800, 2802 and 2804;
- g. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- h. 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;
- i. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- j. Failing to pay Plaintiff and other aggrieved employees all wages earned up to and including the fourth day before the scheduled payday in violation of Labor Code § 205;
- k. 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;
- 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

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

67. On January 30, 2024, Plaintiff notified Defendants via certified mail, and notified the California Labor and Workforce Development Agency (“LWDA”) via its website, 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 66 (a)-(m). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has exhausted his administrative requirements for bringing a claim under the Private Attorneys General Act with respect to these violations.

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

PRAYER

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

1. For an order certifying the proposed Classes;
2. For an order appointing Plaintiff as representative of the Classes;
3. For an order appointing Counsel for Plaintiff as Counsel for the Classes;
4. Upon the First Cause of Action, for payment of minimum wages, liquidated damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
5. Upon the Second Cause of Action, for compensatory, consequential, general, and special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;
6. Upon the Third Cause of Action, for compensatory, consequential, general and special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;
7. Upon the Fourth Cause of Action, for compensatory, consequential, general and

special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558;

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

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

10. Upon the Seventh 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.*;

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

12. Upon the Ninth 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;

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

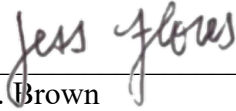
14. On all causes of action, for attorneys' fees and costs as provided by Code of Civil Procedure § 1021.5 and all other applicable statutes; and

15. 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

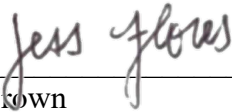
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5
6 **DEMAND FOR JURY TRIAL**

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