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FILED
Superior Court of California
County of Los Angeles
02/18/2025
David W. Stryke, Executive Officer/Clerk of Court
By: M. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

HAROLD CASALE, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

READY PAC FOODS, INC., a Delaware
corporation; READY PAC PRODUCE, INC.,
a California corporation; BONDUELLE
FRESH AMERICAS, a business entity form
unknown; and DOES 1 through 10, inclusive;

Defendants.

Case No. 24STCV11852

[Assigned for all purposes to the Honorable
Stuart M. Rice, Dept. 1]

**FIRST AMENDED CLASS ACTION
COMPLAINT AND ENFORCEMENT
ACTION UNDER THE PRIVATE
ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE § 2698, ET
SEQ.**

- (1) Violation of California Labor Code
§§ 1194, 1197 and IWC Wage Order No.
9-2001 (Failure to Pay Minimum Wages);
- (2) Violation of California Labor Code
§§ 226.7 and 512(a) (Failure to Provide
Compliant Meal Periods or Pay Premium
Compensation in Lieu Thereof);
- (3) Violation of California Labor Code
§ 226.7 (Failure to Provide Compliant
Rest Periods or Pay Premium
Compensation in Lieu Thereof);
- (4) Violation of California Labor Code
§§ 2800 and 2802 (Failure to Reimburse
Necessary Business-Related Expenses);

- (5) Violation of California Labor Code §§ 201 – 203 (Failure to Pay Wages Timely Upon Termination);
- (6) Violation of California Labor Code §§ 226(a) and 226.2 (Failure to Provide Accurate Itemized Wage Statements);
- (7) Violation of California Business & Professions Code § 17200, *et seq.*; and
- (8) Penalties pursuant to California Labor Code § 2698, *et seq.* (Private Attorneys General Act) and California Labor Code § 558.

JURY TRIAL DEMANDED

Plaintiff HAROLD CASALE, individually and on behalf of all other members of the public similarly situated and on behalf of other aggrieved employees, alleges as follows:

THE PARTIES

1. Plaintiff HAROLD CASALE (“Plaintiff”) is at least 18 years of age and is a resident of the State of California.

2. Defendant READY PAC FOODS, INC. was and is, upon information and belief, a Delaware corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California.

3. Defendant READY PAC PRODUCE, INC. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California.

4. Defendant BONDUELLE FRESH AMERICAS was and is, upon information and belief, a business entity form unknown, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county and in the State of California.

5. Plaintiff is unaware of the true names or capacities of defendants sued herein under the fictitious names DOES 1 through 10, but prays for leave to amend and serve such fictitiously

1 named defendants pursuant to California Code of Civil Procedure § 474 once their names and
2 capacities become known.

3 6. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10 are
4 the partners, agents, owners, shareholders, managers or employees of READY PAC FOODS,
5 INC., READY PAC PRODUCE, INC., and BONDUELLE FRESH AMERICAS and were acting
6 on behalf of READY PAC FOODS, INC., READY PAC PRODUCE, INC., and BONDUELLE
7 FRESH AMERICAS at all relevant times.

8 7. Plaintiff is informed and believes, and thereon alleges, that each and all of the acts
9 and omissions alleged herein were performed by, or are attributable to READY PAC FOODS,
10 INC., READY PAC PRODUCE, INC., BONDUELLE FRESH AMERICAS, and DOES 1
11 through 10 (collectively “Defendants”), each acting as the agent for the other, with legal authority
12 to act on the other’s behalf. The acts of any and all Defendants were in accordance with, and
13 represent the official policy of Defendants.

14 8. At all relevant times herein mentioned, Defendants, and each of them, ratified each
15 and every act or omission complained of herein. At all times herein mentioned, Defendants, and
16 each of them, aided and abetted the acts and omissions of each and all the other Defendants in
17 proximately causing the damages herein alleged.

18 9. Plaintiff is informed and believes, and thereon alleges, that each of said
19 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,
20 omissions, occurrences, and transactions alleged herein.

21 **JURISDICTION AND VENUE**

22 10. This class action is brought pursuant to California Code of Civil Procedure § 382.
23 The monetary damages and restitution sought by Plaintiff exceeds the minimal jurisdiction limits
24 of the Superior Court and will be established according to proof at trial. The amount in
25 controversy for each class representative, including claims for compensatory damages and pro rata
26 share of attorneys’ fees, is less than \$75,000.

27 11. This Court has jurisdiction over this action pursuant to the California Constitution,
28 Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except

1 those given by statute to other courts.” The statutes under which this action is brought do not
2 specify any other basis for jurisdiction.

3 12. This Court has jurisdiction over all Defendants because, upon information and
4 belief, each party is either a citizen of California, has sufficient minimum contacts in California, or
5 otherwise intentionally avails itself of the California market so as to render the exercise of
6 jurisdiction over it by the California courts consistent with traditional notions of fair play and
7 substantial justice.

8 13. Venue is proper in this Court because, upon information and belief, one or more of
9 the named Defendants reside, transact business, or have offices in this county and the acts and
10 omissions alleged herein took place in this county.

11 14. As Plaintiff and other similarly situated workers are workers directly involved in
12 transporting goods in interstate commerce, they are exempt from the Federal Arbitration Act and
13 therefore not bound by any arbitration agreement they may have entered into with Defendants.

14 15. Plaintiff has timely provided notice to the California Labor and Workforce
15 Development Agency (“LWDA”) and to Defendants, pursuant to California Labor Code § 2699.3.

16 **CLASS ACTION ALLEGATIONS**

17 16. Plaintiff brings this action on his own behalf, as well as on behalf of each and all
18 other persons similarly situated, and thus, seeks class certification under California Code of Civil
19 Procedure § 382.

20 17. All claims alleged herein arise under California law for which Plaintiff seeks relief
21 authorized by California law.

22 18. Plaintiff’s proposed class consists of and is defined as:

23 All long haul and raw goods drivers who worked for Defendants
24 in the State of California and were paid on a piece-rate basis at
25 any time between May 9, 2020 and the date of final judgment in
26 this action.

27 19. The proposed group of aggrieved employees consists of and is defined as:

28 All long haul and raw goods drivers who worked for Defendants

1 in the State of California and were paid on a piece-rate basis at
2 any time between February 21, 2023 and the date of final
3 judgment in this action.

4 20. Plaintiff reserves the right to establish additional subclasses as appropriate.

5 21. There is a well-defined community of interest in the litigation and the class is
6 readily ascertainable:

7 (a) Numerosity: The members of the class (and each subclass, if any) are
8 sufficiently numerous that joinder of all members would be infeasible and
9 impractical. The identity of such membership is readily ascertainable by
10 inspection of Defendants' employment records.

11 (b) Typicality: Plaintiff is qualified to, and will, fairly and adequately protect
12 the interests of each class member with whom he has a well-defined
13 community of interest, and Plaintiff's claims (or defenses, if any) are
14 typical of all class members' claims as demonstrated herein.

15 (c) Adequacy: Plaintiff is qualified to, and will, fairly and adequately, protect
16 the interests of each class member with whom he has a well-defined
17 community of interest and typicality of claims, as demonstrated herein.
18 Plaintiff acknowledges that he has an obligation to make known to the
19 Court any relationship, conflicts or differences with any class member.
20 Plaintiff's attorneys, the proposed class counsel, are well-versed in the
21 rules governing class action discovery, certification, and settlement.
22 Plaintiff and his counsel have incurred, and throughout the duration of this
23 action, will continue to incur costs and attorneys' fees that have been, are,
24 and will be necessarily expended for the prosecution of this action for the
25 substantial benefit of each class member.

26 (d) Superiority: The nature of this action makes the use of class action
27 adjudication superior to other methods. A class action will achieve
28 economies of time, effort and expense as compared with separate lawsuits,

1 and will avoid inconsistent outcomes because the same issues can be
2 adjudicated in the same manner and at the same time for the entire class.

- 3 (e) Public Policy Considerations: Employers in the State of California violate
4 employment and labor laws every day. Current employees are often afraid
5 to assert their rights out of fear of direct or indirect retaliation. Former
6 employees are fearful of bringing actions because they believe their
7 former employers might damage their future endeavors through negative
8 references and/or other means. Class actions provide the class members
9 who are not named in the complaint with a type of anonymity that allows
10 for the vindication of their rights at the same time as their privacy is
11 protected.

12 22. There are common questions of law and fact as to the class (and each subclass, if
13 any) that predominate over questions affecting only individual members, including but not limited
14 to:

- 15 (a) Whether Defendants paid Plaintiff and similarly situated employees were
16 paid at a rate no less than the applicable minimum wage for all hours
17 worked, including non-productive time;
- 18 (b) Whether Defendants have provided Plaintiff and class members with
19 compliant 30-minute uninterrupted duty-free meal periods within the first
20 five hours of work, and/or provided a second 30-minute, duty-free meal
21 period on shifts longer than 10 hours, and whether Defendants have paid
22 the required premiums when such meal periods were not provided, as
23 required by California law;
- 24 (c) Whether Defendants have provided Plaintiff and class members with
25 compliant 10-minute rest periods for every four hours worked or major
26 fraction thereof, and whether Defendants have paid the required premiums
27 when such rest periods were not provided, as required by California law;
- 28 (d) Whether Defendants reimbursed Plaintiff and class members for all

necessary business-related expenses;

(e) Whether Defendants paid Plaintiff and class members all wages owed upon the separation of their employment within the time periods required by California law;

(f) Whether Defendants provided accurate, itemized wage statements to Plaintiff and class members, as required by California law;

(g) Whether Defendants' conduct, as described above, was willful or reckless;

(h) Whether Defendants engaged in unfair business practices in violation of California Business & Professions Code § 17200, *et seq.*; and

(i) The appropriate amount of damages, restitution, or monetary penalties resulting from Defendants' violations of California law.

GENERAL ALLEGATIONS

23. At all relevant times set forth herein, Defendants employed Plaintiff and other persons as truck drivers who belong to the class as set forth above.

24. Defendants employed Plaintiff as a truck driver from approximately September 2021 to approximately March 2023. Plaintiff's job duties included picking up, transporting, and delivering goods and cargo throughout California and Arizona.

25. At all relevant times set forth herein, Defendants systematically failed to pay minimum wages to Plaintiff and other similarly situated truck drivers. Defendants paid Plaintiff and similarly situated employee based on piece-rate system which did not compensate them for all hours worked, including non-productive time such as pre- and post-trip inspections and time waiting to load and unload the truck. In addition, waiting time took several hours or more if the customer was not ready for the delivery or pick-up, and such time was not compensated.

26. At all relevant times set forth herein, Defendants have failed to provide compliant meal periods to Plaintiff and other similarly situated employees, as required by California law. Plaintiff and class members were deprived of the opportunity to take a timely, duty-free meal period of at least 30 minutes for every 5 hours of work.

27. Defendants did not pay meal period premiums to Plaintiff and other similarly

1 situated employees when compliant meal periods were not provided.

2 28. At all relevant times set forth herein, Defendants have failed to provide compliant
3 meal periods to Plaintiff and other similarly situated employees, as required by California law.
4 Plaintiff and class members were deprived of the opportunity to take rest periods of at least 10
5 minutes for each 4 hours worked or major fraction thereof.

6 29. Defendants did not pay rest period premiums to Plaintiff and other similarly
7 situated employees when compliant rest periods were not provided.

8 30. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and
9 other similarly situated employee for all necessary business expenses incurred by Plaintiff and
10 similarly situated employees. Truck drivers had to use their personal cell phones for work to
11 communicate with dispatchers about the status of deliveries, problems with deliveries, and
12 problems with the truck. They were not provided with company phones or reimbursed for using
13 their personal phones. In addition, truck drivers had to pay lumper fees (charges for having a third
14 party unload the deliveries) out of their own pocket but were not fully reimbursed.

15 31. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other
16 similarly situated employees all wages owed upon the separation of their employment, including
17 the minimum wages described herein.

18 32. At all relevant times set forth herein, Defendants have failed to provide Plaintiff
19 and other similarly situated employees with accurate itemized wage statements, as required by
20 California Labor Code § 226(a). The wage statements provided by Defendants fail to accurately
21 reflect Plaintiff's other similarly situated employees' number of piece-rate units earned and
22 applicable piece rates, including the number of trips made, the number of backhauls, the number
23 of lettuce trips, the mileage rate, and the number of miles paid. In addition, the wage statements
24 do not state the total hours of rest and recovery periods, the total hours of other non-productive
25 time, or the rate of pay and gross wages for such time.

26 33. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants were advised by skilled lawyers and other professionals, employees and
28 advisors knowledgeable about California labor and wage law, employment and personnel

1 practices, and about the requirements of California law.

2 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
3 should have known that Plaintiff and similarly situated employees were entitled to receive
4 minimum wage for all hours worked but that Plaintiff and similarly situated employees were not
5 paid all their hours worked.

6 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
7 should have known that Plaintiff and other similarly situated employees were entitled to receive all
8 meal periods as required by California law, or payment of one additional hour of pay at the regular
9 rate of pay when a compliant meal period was not provided.

10 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other similarly situated employees were entitled to receive all
12 rest periods as required by California law, or payment of one additional hour of pay at the regular
13 rate of pay when a compliant rest period was not provided.

14 37. Plaintiff is informed and believes, and thereon alleges, that Defendant knew or
15 should have known that Plaintiff and similarly situated employees were entitled to receive
16 reimbursement for all necessary business-related expenses incurred by them, and that Plaintiff and
17 other similarly situated employees did incur such expenses but were not reimbursed.

18 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other similarly situated employees were entitled to timely
20 payment of all wages—including, without limitation, minimum wages—due upon termination or
21 discharge in accordance with California law, and that they were not timely paid such wages.

22 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
23 should have known that Plaintiff and other similarly situated employees were entitled to receive
24 complete and accurate wage statements in accordance with California law, and that compliant
25 wage statements were not provided.

26 40. Plaintiff is informed and believes, and thereon alleges, that at all times herein
27 mentioned, Defendants knew or should have known that they had a duty to compensate Plaintiff
28 and other similarly situated employees, and that Defendants had the financial ability to pay such

1 compensation, but willfully, knowingly and intentionally failed to do so, and falsely represented to
2 Plaintiff and other similarly situated employees that they were properly denied wages, all in order
3 to increase Defendants' profits.

4 41. California Labor Code § 218 states that nothing in Article 1 of the Labor Code shall
5 limit the right of any wage claimant to "sue directly . . . for any wages or penalty due to him [or
6 her] under this article.

7 42. At all relevant times set forth herein, the California Private Attorneys General Act,
8 Labor Code § 2698, *et seq.* ("PAGA") was applicable to Plaintiff's employment by Defendants.

9 43. At all times herein set forth, PAGA provides that any provision of law under the
10 California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA
11 for violations of the California Labor Code may, as an alternative, be recovered through a civil
12 action brought by an aggrieved employee on behalf of himself or herself and other current or
13 former employees pursuant to procedures outlined in California Labor Code § 2699.3.

14 44. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved
15 employee," who is any person that was employed by the alleged violator and against whom one or
16 more of the alleged violations was committed.

17 45. Plaintiff was employed by Defendants and the alleged violations were committed
18 against him during his employment and he is, therefore, an aggrieved employee. Plaintiff and
19 other employees are "aggrieved employees" as defined by California Labor Code § 2699(c) in that
20 they are all current or former employees of Defendants, and one or more of the alleged violations
21 were committed against them.

22 46. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee,
23 including Plaintiff, may pursue a civil action arising under PAGA after the following requirements
24 have been met:

- 25 a. The aggrieved employee shall give written notice (hereinafter
26 "Employee's Notice") to the LWDA (via online submission) and the
27 employer (by certified mail) of the specific provisions of the California
28 Labor Code alleged to have been violated, including the facts and theories

1 to support the alleged violations.

2 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
3 employer and the aggrieved employee by certified mail that it does not
4 intend to investigate the alleged violation within sixty (60) calendar days
5 of the postmark date of the Employee’s Notice. Upon receipt of the
6 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
7 (65) calendar days of the postmark date of the Employee’s Notice, the
8 aggrieved employee may commence a civil action pursuant to California
9 Labor Code § 2699 to recover civil penalties in addition to any other
10 penalties to which the employee may be entitled.

11 47. On February 21, 2024 and January 31, 2025, Plaintiff provided the requisite written
12 notice via online submission to the LWDA and by certified mail to Defendant READY PAC
13 FOODS, INC. informing them of the specific provisions of the California Labor Code alleged to
14 have been violated, including the facts and theories to support the alleged violations.

15 48. To date, the LWDA has not responded to Plaintiff’s notices.

16 49. At all material times set forth herein, California Labor Code § 558 provides that an
17 employer or person acting on behalf of an employer who violates (or causes to be violated) any
18 provision of Labor Code §§ 500 through 558 or any provision of the IWC Wage Orders regulating
19 hours and days of work shall be subject to civil penalties of \$50 to \$100 per pay period to each
20 underpaid employee in addition to an amount sufficient to recover underpaid wages, plus other
21 civil penalties provided for by law.

22 50. Plaintiff has satisfied the administrative prerequisites under California Labor Code
23 § 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations
24 of California Labor Code §§ 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1194, 1197, 1198,
25 2800, and 2802. Plaintiff has also satisfied the administrative prerequisites to recover civil
26 penalties against Defendants for violations of California Labor Code § 558.

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FIRST CAUSE OF ACTION

Violation of California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001

(Against All Defendants)

51. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 50.

52. California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001, § 4 prohibits payment to an employee of less than the applicable minimum wage for all hours worked.

53. At all relevant times set forth herein, Defendants failed to pay Plaintiff and similarly situated employees all applicable minimum wages for all hours worked. Defendants paid Plaintiff and similarly situated employee based on piece-rate system which did not compensate them for all hours worked, including non-productive time such as pre- and post-trip inspections and time waiting to load and unload the truck. In addition, waiting time took several hours or more if the customer was not ready for the delivery or pick-up.

54. Defendants' failure to pay Plaintiff and similar situated employees violates the provisions of California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001, § 4, and is therefore unlawful.

55. Pursuant to California Labor Code § 1194, Plaintiff and class members are entitled to recover their unpaid wages, as well as interest, costs, and attorneys' fees.

SECOND CAUSE OF ACTION

Violation of California Labor Code §§ 226.7 and 512(a)

(Against All Defendants)

56. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 55.

57. At all relevant times, the applicable IWC Wage Order and California Labor Code §§ 226.7 and 512(a) were applicable to Plaintiff's and class members' employment by Defendants.

58. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any meal period mandated by an applicable order of the California IWC.

1 59. At all relevant times, the applicable IWC Wage Order and California Labor Code
2 § 512(a) provide that an employer may not require, cause or permit an employee to work for a
3 period of more than 5 hours per day without providing the employee with an uninterrupted meal
4 period of not less than 30 minutes, except that if the total work period per day of the employee is
5 not more than 6 hours, the meal period may be waived by mutual consent of both the employer
6 and the employee.

7 60. At all relevant times, the applicable IWC Wage Order and California Labor Code
8 section 512(a) further provide that an employer may not require, cause or permit an employee to
9 work for a period of more than 10 hours per day without providing the employee with a second
10 uninterrupted meal period of not less than 30 minutes, except that if the total hours worked is not
11 more than 12 hours, the second meal period may be waived by mutual consent of the employer
12 and the employee only if the first meal period was not waived.

13 61. During the relevant time period, Plaintiff and class members were scheduled to
14 work for a period of time in excess of 6 hours, and were required to work for periods longer than 5
15 hours without an uninterrupted meal period of not less than 30 minutes.

16 62. At all relevant times set forth herein, Defendants failed to provide compliant meal
17 periods to Plaintiff and other similarly situated employees, as required by California law. Plaintiff
18 and class members were deprived of the opportunity to take a timely, duty-free meal period of at
19 least 30 minutes for every 5 hours of work.

20 63. During the relevant time period, Defendants failed to pay Plaintiff and class
21 members the full meal period premium due for non-compliant meal periods pursuant to California
22 Labor Code § 226.7.

23 64. Defendants' conduct violates the applicable IWC Wage Orders and California
24 Labor Code §§ 226.7 and 512(a).

25 65. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b),
26 Plaintiff and class members are entitled to recover from Defendants one additional hour of pay at
27 the employees' regular hourly rate of compensation for each work day that a compliant meal
28 period was not provided.

THIRD CAUSE OF ACTION

Violation of California Labor Code § 226.7

(Against All Defendants)

66. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 65.

67. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code § 226.7 were applicable to Plaintiff's and class members' employment by Defendants.

68. At all relevant times, California Labor Code § 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC.

69. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

70. At all relevant times set forth herein, Defendants failed to provide Plaintiff and class members with rest periods of at least 10 minutes for each 4 hours worked or major fraction thereof.

71. During the relevant time period, Defendants failed to pay Plaintiff and class members a rest period premium for each non-compliant rest period as required by California Labor Code § 226.7.

72. Defendants' conduct violates the applicable IWC Wage Orders and California Labor Code § 226.7.

73. Pursuant to the applicable IWC Wage Order and California Labor Code § 226.7(b), Plaintiff and class members are entitled to recover from Defendants one additional hour of pay at the employee's regular hourly rate of compensation for each work day that the rest period was not

1 provided.

2 **FOURTH CAUSE OF ACTION**

3 **Violation of California Labor Code §§ 2800 and 2802**

4 **(Against All Defendants)**

5 74. Plaintiff incorporates by references and re-alleges as if fully stated herein the
6 material allegations set out in paragraphs 1 through 73.

7 75. At all material times set forth herein, California Labor Code § 2802 provides that
8 an employer must reimburse employees for all necessary expenditures or losses incurred in direct
9 consequence of the discharge of their duties.

10 76. At all relevant times set forth herein, Defendants required Plaintiff and other class
11 members to absorb those necessary expenditures and losses, wrongfully shifting Defendants' cost
12 of doing business onto Plaintiff and other class members.

13 77. At all relevant times set forth herein, Defendants failed to reimburse Plaintiff and
14 other similarly situated employees all necessary business expenses. Truck drivers had to use their
15 personal cell phones for work to communicate with dispatchers about the status of deliveries,
16 problems with deliveries, and problems with the truck. They were not provided with company
17 phones or reimbursed for using their personal phones. In addition, truck drivers had to pay lump sum
18 fees (charges for having a third party unload the deliveries) out of their own pockets but were not
19 fully reimbursed.

20 78. Defendants' pattern and practice was to unlawfully shift the costs of doing business
21 onto Plaintiff and other similarly situated employees by requiring them to pay these necessary
22 work-related expenses out of their own pockets.

23 79. Plaintiff and other class members are entitled to recover from Defendants their
24 business-related expenses and the losses charged to them and incurred during the course and scope
25 of their employment, plus interest and an award of costs and reasonable attorneys' fees pursuant to
26 California Labor Code § 2802.

27 ///

28 ///

FIFTH CAUSE OF ACTION

Violation of California Labor Code §§ 201, 202 and 203

(Against All Defendants)

80. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 79.

81. At all times herein set forth, California Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

82. At all relevant times set forth herein, Defendants failed to pay Plaintiff and other similarly situated employees all wages owed upon the separation of their employment, including the unpaid regular and overtime wages described herein.

83. Defendants' failure to pay Plaintiff and those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within 72 hours of their leaving Defendants' employ, is in violation of California Labor Code §§ 201, 202 and 203.

84. All California employers know or should know that employees must be paid for all hours worked as mandated by California law. Defendant's failure to abide by this well-established law is willful and not in good faith.

85. California Labor Code § 203 provides that if an employer willfully fails to pay wages owed, in accordance with §§ 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

86. Plaintiff and class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, up to a thirty (30) day maximum pursuant to California Labor Code § 203.

SIXTH CAUSE OF ACTION

Violation of California Labor Code §§ 226(a) and 226.2

(Against All Defendants)

87. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 86.

88. At all material times set forth herein, California Labor Code § 226(a) provides that every employer shall furnish each of his or her employees an accurate itemized wage statement in writing showing the following information: (1) gross wages earned; (2) total hours worked by the employee, except for any employee whose compensation is solely based on a salary and who is exempt from payment of overtime under subdivision (a) of Section 515 or any applicable order of the Industrial Welfare Commission; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and his or her social security number, except that by January 1, 2008, only the last four digits of his or her social security number or an employee identification number other than a social security number may be shown on the itemized statement; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee

89. Under California Labor Code § 226.2, the wage statements for employees compensated on a piece-rate basis shall include the following (in addition to the items required under Labor Code § 226(a)): the total hours of compensable rest and recovery periods, the rate of compensation, and the gross wages paid for those periods during the pay period.

90. Defendants have intentionally and willfully failed to provide employees with complete and accurate wage statements. The wage statements provided by Defendants fail to accurately reflect Plaintiff's other similarly situated employees' number of piece-rate units earned and applicable piece rates, including the number of trips made, the number of backhauls, the number of lettuce trips, the mileage rate, and the number of miles paid. In addition, the wage

1 statements do not state the total hours of rest and recovery periods, the total hours of other non-
2 productive time, or the rate of pay and gross wages for such time.

3 91. As a result of Defendants' violation of California Labor Code § 226(a), Plaintiff
4 and class members have suffered injury and damage to their statutorily-protected rights.

5 92. Specifically, Plaintiff and other class members have been injured by Defendants'
6 intentional violation of California Labor Code § 226(a) because they were denied both their legal
7 right to receive, and their protected interest in receiving, accurate, itemized wage statements under
8 California Labor Code § 226(a). Plaintiff and other class members have been injured by
9 Defendants' intentional violation of California Labor Code § 226(a) in that it has caused confusion
10 over whether they had received all of the wages owed them, in addition to their difficulty and
11 expense in reconstructing pay records and making mathematical computations to analyze whether
12 the wages paid them did in fact compensate them for all hours worked

13 93. Furthermore, Labor Code § 226(e)(2)(B) provides that an employee is deemed to
14 suffer injury if the wage statement fails to accurately and completely provide certain pieces of
15 information and the employee cannot promptly and easily determine such information from the
16 wage statement alone. In relevant part, Labor Code § 226(e)(2)(B) provides that an employee is
17 deemed to suffer injury if the wage statement does not accurately and completely state the total
18 number of hours worked by the employee, and all applicable hourly rates in effect during the pay
19 period and the corresponding number of hours worked at each hourly rate.

20 94. Plaintiff and class members are deemed to have suffered injury because their wage
21 statements did not provide complete and accurate information regarding the total number of hours
22 they worked in a given pay period, the applicable hourly rates in effect during the pay period,
23 and/or the corresponding number of hours worked at each hourly rate.

24 95. Plaintiff and class members are entitled to recover from Defendants the greater of
25 their actual damages caused by Defendants' failure to comply with California Labor Code §
26 226(a), or an aggregate penalty not exceeding \$4,000 per employee.

27 ///

28 ///

SEVENTH CAUSE OF ACTION

Violation of California Business & Professions Code § 17200, *et seq.*

(Against All Defendants)

96. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 95.

97. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

98. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code §§ 17200, *et seq.*

99. A violation of California Business & Professions Code §§ 17200, *et seq.* may be predicated on the violation of any state or federal law. In this case, Defendants' policy and practice of failing to pay Plaintiff and class members the proper hourly rates for all regular and overtime hours worked violates California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-2001; Defendants' policy and practice of not providing Plaintiff and class members with compliant meal and rest breaks violates California Labor Code §§ 226.7 and 512; Defendants' policy and practice of not reimbursing Plaintiff and class members for necessary business-related expenses violates California Labor Code §§ 2800 and 2802; Defendants' policy and practice of not timely paying all wages owed to Plaintiff and other similarly situated employees upon resignation or termination violates California Labor Code §§ 201, 202, and 203; and Defendants' policy and practice of failing to provide accurate itemized wage statements violate California Labor Code §§ 226 and 226.2.

100. Plaintiff and similarly situated employees have been personally injured by Defendants' unlawful business acts and practices as alleged herein, including but not necessarily limited to the loss of money and/or property.

101. Pursuant to California Business & Professions Code §§ 17200, *et seq.*, Plaintiff and

putative class members are entitled to restitution of the wages withheld and retained by Defendants during a period that commences four years prior to the filing of this complaint; a permanent injunction requiring Defendants to pay all outstanding wages due to Plaintiff and class members; an award of attorneys' fees pursuant to California Code of Civil Procedure § 1021.5 and other applicable laws; and an award of costs.

EIGHTH CAUSE OF ACTION

Penalties Pursuant to California Labor Code § 2698, *et seq.*

(Private Attorneys General Act)

(Against All Defendants)

102. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 101.

103. At all relevant times set forth herein, the California Private Attorneys General Act, Labor Code § 2698, *et seq.* ("PAGA") was applicable to Plaintiff's employment by Defendants.

104. At all times herein set forth, PAGA provides that any provision of law under the California Labor Code that provides for a civil penalty to be assessed and collected by the LWDA for violations of the California Labor Code may, as an alternative, be recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and other current or former employees pursuant to procedures outlined in California Labor Code § 2699.3.

105. Pursuant to PAGA, a civil action under PAGA may be brought by an "aggrieved employee," who is any person that was employed by the alleged violator and against whom one or more of the alleged violations were committed.

106. Plaintiff was employed by Defendants and the alleged violations were committed against him during his employment and he is, therefore, an aggrieved employee. Plaintiff and other employees are "aggrieved employees" as defined by California Labor Code § 2699(c) in that they are all current or former employees of Defendants, and one or more of the alleged violations were committed against them.

107. Pursuant to California Labor Code §§ 2699.3 and 2699.5, an aggrieved employee, including Plaintiff, may pursue a civil action arising under PAGA after the following requirements

1 have been met:

- 2 a. The aggrieved employee shall give written notice (hereinafter
3 “Employee’s Notice”) to the LWDA (via online submission) and the
4 employer (by certified mail) of the specific provisions of the California
5 Labor Code alleged to have been violated, including the facts and theories
6 to support the alleged violations.
- 7 b. The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
8 employer and the aggrieved employee by certified mail that it does not
9 intend to investigate the alleged violation within sixty (60) calendar days
10 of the postmark date of the Employee’s Notice. Upon receipt of the
11 LWDA Notice, or if the LWDA Notice is not provided within sixty-five
12 (65) calendar days of the postmark date of the Employee’s Notice, the
13 aggrieved employee may commence a civil action pursuant to California
14 Labor Code § 2699 to recover civil penalties in addition to any other
15 penalties to which the employee may be entitled.

16 108. On February 21, 2024 and January 31, 2025, Plaintiff provided the requisite written
17 notice by online submission to the LWDA and by certified mail to Defendant READY PAC
18 FOODS, INC. informing them of the specific provisions of the California Labor Code alleged to
19 have been violated, including the facts and theories to support the alleged violations.

20 109. To date, the LWDA has not responded to Plaintiff’s notices.

21 110. At all material times set forth herein, California Labor Code § 558 provides that an
22 employer or person acting on behalf of an employer who violates (or causes to be violated) any
23 provision of Labor Code §§ 500 through 558 or any provision of the IWC Wage Orders regulating
24 hours and days of work shall be subject to civil penalties of \$50 to \$100 per pay period to each
25 underpaid employee in addition to an amount sufficient to recover underpaid wages, plus other
26 civil penalties provided for by law.

27 111. Plaintiff has satisfied the administrative prerequisites under California Labor Code
28 § 2699.3 to recover civil penalties against Defendants, in addition to other remedies, for violations

of California Labor Code §§ 201, 202, 203, 204, 226, 226.2, 226.7, 510, 512, 1194, 1197, 1198, 2800, and 2802. Plaintiff has also satisfied the administrative prerequisites to recover civil penalties against Defendants for violations of California Labor Code § 558.

REQUEST FOR JURY TRIAL

Plaintiff requests a trial by jury.

PRAYER FOR RELIEF

Plaintiff, and on behalf of all others similarly situated, prays for relief and judgment against Defendants, jointly and severally, as follows:

As to the First Cause of Action

1. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 1194, 1197, and IWC Wage Order 9-2001 by failing to pay applicable minimum wages for all hours worked;

2. For general unpaid wages at the applicable wage rates and such general and special damages as may be appropriate;

3. For pre-judgment interest on any unpaid wages commencing from the date such amounts were due;

4. For reasonable attorneys' fees and for costs of suit incurred herein pursuant to California Labor Code § 1194(a); and

5. For such other and further relief as the Court may deem equitable and appropriate.

As to the Second Cause of Action

6. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods to Plaintiff and class members;

7. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a compliant meal period was not provided;

8. For all actual, consequential, and incidental losses and damages, according to proof;

9. For premiums pursuant to California Labor Code § 226.7(b);

10. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

11. For such other and further relief as the Court may deem equitable and appropriate.

As to the Third Cause of Action

12. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest periods to Plaintiff and class members;

13. That the Court make an award to the Plaintiff and class members of one (1) hour of pay at each employee's regular rate of compensation for each workday that a compliant rest period was not provided;

14. For all actual, consequential, and incidental losses and damages, according to proof;

15. For premiums pursuant to California Labor Code § 226.7(b);

16. For pre-judgment interest on any unpaid wages from the date such amounts were due; and

17. For such other and further relief as the Court may deem equitable and appropriate.

As to the Fourth Cause of Action

18. That the Court declare, adjudge and decree that Defendants violated California Labor Code § 2802 by unlawfully failing to indemnify Plaintiff and other class members for losses caused by Defendants' want of ordinary care and for the necessary expenditures or losses incurred in direct consequence of the discharge of their duties, or of their obedience to the directions of Defendants;

19. For all actual damages, according to proof;

20. For pre-judgment interest on any necessary expenditures or losses paid by Plaintiff and other class members, from the date such amounts were paid; and

21. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure § 2802(c).

As to the Fifth Cause of Action

22. That the Court declare, adjudge and decree that Defendants violated California Labor Code §§ 201, 202, and 203 by willfully failing to pay Plaintiff and class members all compensation owed to them at the time of their termination of the employment;

23. For all actual, consequential and incidental losses and damages, according to proof;

24. For statutory penalties pursuant to California Labor Code § 203; and

25. For such other and further relief as the Court may deem equitable and appropriate.

As to the Sixth Cause of Action

26. That the Court declare, adjudge and decree that Defendants violated the record keeping provisions of California Labor Code § 226(a), 226.2, and IWC Wage Order 9-2001 as to Plaintiff and class members, and willfully failed to provide accurate itemized wage statements thereto;

27. For all actual, consequential and incidental losses and damages, according to proof;

28. For statutory penalties pursuant to California Labor Code § 226(e); and

29. For such other and further relief as the Court may deem equitable and appropriate.

As to the Seventh Cause of Action

30. That the Court declare, adjudge and decree that Defendants violated California Business and Professions Code §§ 17200, *et seq.* by failing to pay Plaintiff and class members all wages due to them, including regular and overtime wages; failing to provide Plaintiff and class members with compliant meal and rest breaks; failing to reimburse Plaintiff and class members for necessary business-related expenses under California Labor Code §§ 2800 and 2802; failing to timely pay all wages due upon employees' resignation or termination under California Labor Code § 201 – 203; and failing to provide Plaintiff and class members with compliant wage statements under California Labor Code §§ 226 and 226.2.

31. For restitution of unpaid wages to Plaintiff and all class members and prejudgment interest from the day such amounts were due and payable;

32. For the appointment of a receiver to receive, manage and distribute any and all

1 funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants
2 as a result of violations of California Business & Professions Code §§ 17200, *et seq.*; and

3 33. For such other and further relief as the Court may deem equitable and appropriate.

4 As to the Eighth Cause of Action

5 34. For civil penalties pursuant to California Labor Code § 2699(f) and (g) in the
6 amount of \$100 for each violation per pay period for the initial violation and \$20 for each
7 aggrieved employee pay period for each subsequent violation, plus attorneys' fees and costs;

8 35. For civil penalties pursuant to California Labor Code § 5588 in the amount of \$50
9 per underpaid employee for each initial pay period in which the employee was underpaid and \$100
10 per underpaid employee for each subsequent pay period in which the employee was underpaid, in
11 addition to an amount sufficient to recover underpaid wages; and

12 36. For such other and further relief as the Court may deem equitable and appropriate.

14 Dated: February 18, 2025

AEQUITAS LEGAL GROUP

16 By: 

17 RONALD H. BAE
OLIVIA D. SCHARRER
CARSON M. TURNER

18 Attorneys for Plaintiff HAROLD CASALE

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18, and my business address is 1156 E. Green Street, Suite 200, Pasadena, California 91106.

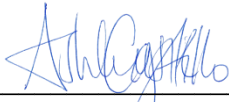
On February 18, 2025, I served the document described as **FIRST AMENDED CLASS ACTION COMPLAINT AND ENFORCEMENT ACTION UNDER LABOR CODE § 2698, ET SEQ.** on the following interested parties and/or their counsel in this action by the method(s) noted below:

Kenneth D. Sulzer
Regina A. Musolino
CONSTANGY, BROOKS, SMITH & PROPHETE LLP
2029 Century Park East, Suite 1100
Los Angeles, California 90067
Telephone: (310) 909-7775
Facsimile: (424) 465-6630
Emails: ksulzer@constangy.com
rmusolino@constangy.com

Attorneys for Defendant READY PAC FOODS, INC.

- ☐ **(BY FIRST CLASS MAIL):** I caused an envelope containing the above-described document to be deposited in the United States mail at Pasadena, California. The envelope was mailed with postage thereon fully prepaid.
- ☐ **(BY EMAIL):** The above-described document was emailed to the above addressee(s)' email address(es) as full and complete service pursuant to Code of Civil Procedure § 1010.6(e).
- ☒ **(BY ELECTRONIC SERVICE):** I caused the above-described document to be served electronically via Case Anywhere (authorized and court-approved Electronic Filing Service Provider).
- ☐ **(BY PERSONAL SERVICE):** I personally served the above-described document to the above addressee(s) on this day.
- ☒ **(STATE):** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 18, 2025 at Pasadena, California.



ASHLEY CASTILLO