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**ELECTRONICALLY FILED**  
Superior Court of California,  
County of Tulare  
**07/30/2024**  
By: Janie Corona,  
Deputy Clerk

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

RAMON MENDOZA ARROYO, as an  
individual, and on behalf of all others similarly  
situated,

Plaintiff,

v.

CONTRACT LABOR MANAGEMENT,  
INC., a California corporation; FRUITION  
SALES, a California corporation; RISING C  
RANCHES, INC., a California corporation;  
and DOES 1 through 100, inclusive,

Defendants.

Case No. VCU310071

Amended as a Matter of Right Pursuant to  
Labor Code Section 2699.3(a)(2)(C)

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT:**

- (1) **MINIMUM WAGE VIOLATIONS  
(LABOR CODE §§ 1182.12, 1194,  
1194.2, 1197);**
- (2) **FAILURE TO PAY ALL  
OVERTIME WAGES (LABOR  
CODE §§ 204, 510, 558, 1194, AND  
1198);**
- (3) **MEAL PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7 AND 512);**
- (4) **REST PERIOD VIOLATIONS  
(LABOR CODE §§ 226.7 AND 516);**
- (5) **WAITING TIME PENALTIES  
(LABOR CODE §§ 201-203);**
- (6) **WAGE STATEMENT VIOLATIONS  
(LABOR CODE § 226, et seq.);**
- (7) **UNFAIR COMPETITION (BUS &  
PROF CODE § 17200, et seq.);**
- (8) **FAILURE TO REIMBURSE FOR  
NECESSARY BUSINESS  
EXPENSES (LABOR CODE § 2802);  
AND**

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

**DEMAND FOR JURY TRIAL  
UNLIMITED CIVIL CASE**

1 Plaintiff Ramon Mendoza Arroyo (hereinafter “Plaintiff”), as an individual, and on behalf  
2 of all others similarly situated, hereby brings this First Amended Class and Representative Action  
3 Complaint against Contract Labor Management, Inc., a California corporation; Fruition Sales, a  
4 California corporation; Rising C Ranches, Inc., a California corporation; and DOES 1 to 100,  
5 inclusive (collectively “Defendants”), and on information and belief alleges as follows:

#### 6 **JURISDICTION**

7 1. Plaintiff hereby brings this First Amended Class and Representative Action  
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions  
9 Code § 17200 *et seq.*, Labor Code §§ 201-204, 221-223, 226 *et seq.*, 226.2, 226.7, 510, 512, 558,  
10 1182.12, 1194, 1194.2, 1197, 1198, 2802, 2698 *et seq.*; and Industrial Welfare Commission Wage  
11 Order 14 (“Wage Order 14”), in addition to seeking declaratory relief and restitution. This  
12 Complaint is brought pursuant to California Code of Civil Procedure § 382. This Court has  
13 jurisdiction over Defendants’ violations of the California Labor Code because the amount in  
14 controversy exceeds this Court’s jurisdictional minimum.

#### 15 **VENUE**

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

#### 21 **PARTIES**

22 3. Plaintiff is an individual over the age of eighteen (18). At all relevant times herein,  
23 Plaintiff was and currently is a California resident. During the four years immediately preceding  
24 the filing of the Complaint in this action and within the statute of limitations periods applicable  
25 to each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt  
26 employee. Plaintiff was and is a victim of Defendants’ policies and/or practices complained of  
27 herein, lost money and/or property, and has been deprived of the rights guaranteed by Labor Code  
28 §§ 201-204, 221-223, 226 *et seq.*, 226.2, 226.7, 510, 512, 558, 1182.12, 1194, 1194.2, 1197, 1198,

1 2802, 2698 *et seq.*; and California Business and Professions Code § 17200 *et seq.* (“Unfair  
2 Competition Law”), and Wage Order 14, which sets employment standards for the agricultural  
3 industries.

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

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

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

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

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

1 Plaintiff alleges that all Defendants were joint employers for all purposes towards Plaintiff and  
2 all members of the Classes.

3 9. Defendants Fruition Sales and Rising C Ranches, Inc. are also jointly liable with  
4 Defendant Contract Labor Management, Inc. for all civil legal responsibility and civil liability for  
5 the payment of wages, including all sums payable to an employee or the state of California based  
6 upon any failure to pay wages, pursuant to Labor Code §2810.3.

7 **GENERAL FACTUAL ALLEGATIONS**

8 10. Plaintiff began working for Defendants in approximately 2012 and continued  
9 working through approximately June 25, 2023. Plaintiff was a forklift driver tasked with loading,  
10 unloading and transporting bins of oranges, mandarins, lemons, and citrus fruit from the farm to  
11 the packaging house in locations including Tulare County. Plaintiff generally worked during the  
12 citrus season from approximately November to approximately May or June each year from  
13 Monday through Saturday and sometimes on Sundays from approximately 7:00 a.m. to  
14 approximately 7:00 p.m. and up to 10:00 p.m.

15 11. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and  
16 other non-exempt employees were not paid all wages earned and for all hours worked as  
17 Defendants would not accurately keep track of their actual hours worked in any manner apparent  
18 to Plaintiff. Rather, Plaintiff and other non-exempt employees were paid on a piece-rate basis  
19 that depended on, for example, the numbers of boxes transported from the farm to the packaging  
20 house. Plaintiff and other non-exempt employees were generally not paid an hourly minimum  
21 wage on the days where their piece-rate compensation did not exceed their minimum wages  
22 earned. For example, check number 26732, which is under representative of Plaintiff's actual  
23 hours worked, shows that on March 18, 2022, Plaintiff earned only \$99 for his work that day even  
24 though he generally worked more than 10 hours per day. At minimum wage, Plaintiff should  
25 have earned at least \$15.00 per hour. On information and belief, Plaintiff alleges that Defendants  
26 did not employ any timekeeping practices when he performed piece work and at no point while  
27 Plaintiff was performing piece work was Plaintiff made to confirm or sign off on his hours  
28 worked.

1           12. Plaintiff and other non-exempt employees worked overtime hours, based on the  
2 requirements of Wage Order 14, but generally did not receive overtime compensation equal to  
3 one and one-half times their regular rates of pay for all overtime hours worked. On those  
4 occasions where Plaintiff worked overtime hours during the week, Plaintiff was rarely, if ever,  
5 compensated at the requisite overtime rate of pay in favor of paying him only for piece rate work.  
6 For example, Plaintiff frequently worked more than twelve (12) hours in one day which would  
7 have entitled him to statutory overtime compensation as he would exceed the hourly overtime  
8 thresholds as set forth in Wage Order 14. However, Plaintiff did not receive overtime pay despite  
9 this reality. For example, check 32451 dated June 23, 2023, which is under representative of  
10 Plaintiff's actual hours worked, shows that Plaintiff was paid for 51 hours of work over a six-day  
11 period and does not reflect that he was paid any overtime even though he would have been entitled  
12 to at least 11 hours of overtime pay. Upon information and belief, Defendants systemically failed  
13 to pay overtime compensation due to Plaintiff and other non-exempt employees regardless of  
14 whether they were performing work on a piece rate or hourly basis. As a result, Defendants failed  
15 to ensure that Plaintiff and other non-exempt employees received proper overtime wages for all  
16 overtime hours worked, in compliance with Wage Order 14.

17           13. Defendants did not provide Plaintiff and other non-exempt employees with a  
18 legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally  
19 compliant second meal period when they worked shifts longer than 10 hours. For example, at  
20 least three times per week, Plaintiff and other non-exempt employees did not receive a duty-free  
21 30 minutes. Instead, Defendants often required Plaintiff and other non-exempt employees to limit  
22 their meal periods to 15 minutes, pressured them to rush to meet delivery deadlines or required  
23 them to eat while working. Even though Plaintiff and other non-exempt employees often worked  
24 shifts in excess of 10 hours, Plaintiff and other non-exempt employees were almost never  
25 permitted to exercise their right to a second meal period, and were not informed of their right to  
26 do so. Upon information and belief, Defendants did not accurately record meal periods in any  
27 manner. Despite Defendants' failure to provide Plaintiff and other non-exempt employees with  
28

all lawful meal periods due to their uniform and unlawful practices, Defendants never provided Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Defendants maintained no payroll code or another mechanism for the payment of meal period premiums in the event Plaintiff and other non-exempt employees were not authorized to take lawful meal periods.

14. Even though Plaintiff and other non-exempt employees regularly worked beyond 12 hours in a work day, they were often not authorized to take a first, second or third 10-minute rest period as they were often pressured to rush fruit deliveries. Plaintiff and other non-exempt employees were often not authorized to take their rest periods regardless of whether they were working on a piece-rate or hourly basis. Further, on those occasions where Plaintiff and other non-exempt employees performed piece work for Defendants, Defendants routinely failed to pay the correct regular rate for rest and recovery periods or any rest and recovery pay at least through February 2023. For example, check 26732 dated March 25, 2022, which as explained above, is under representative of Plaintiff's actual hours worked, shows that Plaintiff was paid for 6 hours of work on March 19, 2022 and does not show any rest and recovery pay for that week. Defendants did not provide Plaintiffs and other non-exempt employees with an hour of pay at their regular rate for each rest period violation as required by Labor Code § 226.7. Upon information and belief, during at least a portion of the class period, Defendants maintained no payroll code or another mechanism for the payment of rest period premiums in the event Plaintiff and other non-exempt employees were not authorized to take lawful rest periods.

15. Defendants have failed to accurately record and compensate Plaintiff and other non-exempt employees who are compensated on a piece-rate basis for non-productive time. *See Gonzalez v. Downtown LA Motors, LP* (2013) 215 Cal.App.4th 36 (holding that a piece-rate compensation structure that does not separately compensate employees for non-productive time violates California minimum wage laws). Plaintiff and other non-exempt employees were required to perform work duties and activities that were not directly compensated on a piece-rate

1 basis such as waiting for 45 minutes to one hour for farm laborers to collect fruit for Plaintiff to  
2 load onto a truck for delivery. Despite this significant amount of non-productive time being  
3 worked on a daily basis, Plaintiff and other non-exempt employees were vastly undercompensated  
4 for non-productive time. For example, while on an average shift, Plaintiff estimates that he and  
5 other non-exempt employees would incur several hours of non-productive time performing the  
6 duties as explained above, and would generally receive no compensation for non-productive time  
7 on their wage statements. Additionally, Plaintiff and other non-exempt employees were not  
8 compensated for bathroom and water breaks, waiting in lines, and/or other mandatory duties that  
9 were not directly compensated on a piece-rate basis. Plaintiff alleges that all this time constitutes  
10 unproductive worktime which must be compensated under California law. Accordingly, Plaintiff  
11 estimates that she and other non-exempt employees worked at least an additional 4.5 to 6 hours  
12 per week of non-productive time that was uncompensated. As such, Plaintiff alleges that  
13 Defendants have not accurately tracked and compensated employees' non-productive time in  
14 compliance with Labor Code § 226.2.  
15

16 16. Furthermore, Defendants failed to adequately reimburse Plaintiff for all reasonable  
17 and necessary work expenditures, including but not limited to, requiring Plaintiff to utilize his  
18 personal cellular phone in the performance of his work duties and was not ever provided any  
19 reimbursement for its necessary use.

20 17. Defendants failed to issue to Plaintiff and other non-exempt employees accurate  
21 itemized statements in writing showing (1) gross wages earned, (2) total hours worked by the  
22 employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee  
23 is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written  
24 orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the  
25 inclusive dates of the period for which the employee is paid, (7) the name of the employee and  
26 only the last four digits of his or her social security number or an employee identification number  
27 other than a social security number, (8) the name and address of the legal entity that is the  
28 employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding

1 number of hours worked at each hourly rate by the employee.

2 18. Defendants have maintained inaccurate payroll records, failed to timely pay all  
3 wages owed to employees, and failed to timely pay separating employees at the time of their  
4 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure  
5 to accurately compensate Plaintiff and other non-exempt employees for all minimum and  
6 overtime wages, and failure to pay premium pay for failing to provide all required meal periods  
7 and authorize all required rest periods. Furthermore, Defendants violated Labor Code § 205 by  
8 failing to pay Plaintiff and other non-exempt employees within four days of the last day of the  
9 pay period. Instead Defendants usually paid Plaintiff and other non-exempt employees  
10 approximately six days after the last day of the pay period.

11 19. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5  
12 by failing to provide Plaintiffs and other aggrieved employees written notices, in the language  
13 normally used to communicate employment related information to the employees, containing  
14 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part  
15 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the  
16 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the  
17 employer; vii) identifying information for the employer's workers' compensation insurance  
18 carrier; and viii) information informing the employee of their right to accrue and use paid sick  
19 leave. Despite maintaining an obligation to provide these disclosures to Plaintiffs and other  
20 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

### 21 CLASS ACTION ALLEGATIONS

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

- 24 a. The Minimum Wage Class consists of all current and former non-exempt  
25 employees of Contract Labor Management, Inc. who performed work for Fruition  
26 Sales and/or Rising C Ranches, Inc. in California during the four years  
27 immediately preceding the filing of this lawsuit through the present.  
28

- 1           b.     The Overtime Wage Class consists of all current and former non-exempt  
2 employees of Contract Labor Management, Inc. who performed work for Fruition  
3 Sales and/or Rising C Ranches, Inc. in California who worked overtime hours  
4 during the four years immediately preceding the filing of this lawsuit through the  
5 present.
- 6           c.     The Rest Period Class consists of all current and former non-exempt employees of  
7 Contract Labor Management, Inc. who performed work for Fruition Sales and/or  
8 Rising C Ranches, Inc. in California who worked at least one shift in excess of 3.5  
9 hours during the four years immediately preceding the filing of this lawsuit  
10 through the present.
- 11           d.     The Meal Period Class consists of all current and former non-exempt employees  
12 of Contract Labor Management, Inc. who performed work for Fruition Sales  
13 and/or Rising C Ranches, Inc. in California who: (i) worked at least one shift in  
14 excess of 5.0 hours without a meal period of at least 30 minutes in duration  
15 commencing prior to the conclusion of the fifth hour of work, and who do not have  
16 a corresponding meal period premium payment made for such shifts and/or (ii)  
17 worked at least one shift in excess of 10.0 hours without a second meal period of  
18 at least 30 minutes in duration commencing prior to the conclusion of the tenth  
19 hour of work, and who do not have a corresponding meal period premium for such  
20 shifts during the four years preceding the filing of this lawsuit through the present.
- 21           e.     The Employee Expense Class consists of all current and former non-exempt  
22 employees of Contract Labor Management, Inc. who performed work for Fruition  
23 Sales and/or Rising C Ranches, Inc. in California who were not reimbursed for  
24 expenses in the performance of their job duties, including, but not limited to:  
25 personal cell phone expenses, during the four years immediately preceding the  
26 filing of this lawsuit to the present.  
27  
28

1 f. The Wage Statement Class consists of all current and former non-exempt  
2 employees of Contract Labor Management, Inc. who performed work for Fruition  
3 Sales and/or Rising C Ranches, Inc. in California who received a wage statement  
4 from Defendants during the one year immediately preceding the filing of this  
5 lawsuit through the present.

6 g. The Waiting Time Class consists of all former non-exempt employees of Contract  
7 Labor Management, Inc. who performed work for Fruition Sales and/or Rising C  
8 Ranches, Inc. in California who were subject to Defendants' timekeeping systems  
9 and/or practices, during the three years immediately preceding the filing of this  
10 lawsuit through the present.

11 21. **Numerosity/Ascertainability:** The members of the Classes are so numerous that  
12 joinder of all members would be unfeasible and not practicable. The membership of the Classes is  
13 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number  
14 greater than fifty (50) individuals. The identity of such membership is readily ascertainable via  
15 inspection of Defendants' employment records.

16 22. **Common Questions of Law and Fact Predominate/Well Defined Community**  
17 **of Interest:** There are common questions of law and fact as to Plaintiff and all other similarly  
18 situated employees, which predominate over questions affecting only individual members. Those  
19 common questions include, without limitation:  
20

21 i. Whether Defendants paid all minimum wages owed for all hours worked to  
22 members of the Minimum Wage Class pursuant to Labor Code §§ 118.2, 1194,  
23 1194.2, and 1197;

24 ii. Whether Defendants violated the applicable Labor Code provisions, including, but  
25 not limited to, §§ 510 and 1194 and Wage Order 14 by requiring members of the  
26 Overtime Wage Class to perform overtime work and not paying for said work in  
27 accordance with the overtime laws of the State of California;

28 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 rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
  - v. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
  - vi. Whether Defendants failed to reimburse members of the Employee Expense Class for business expenditures necessarily incurred in the performance of their duties;
  - vii. Whether Defendants provided accurate, itemized wage statements to members of the Classes; and
  - viii. Whether Defendants' policies and/or practices for the timing and amount of payment of final wages to members of the Waiting Time Class at the time of separation from employment were lawful.

23. **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, 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.

24. **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 and rest period and timekeeping policies and practices, was provided inaccurate wage statements, and was not paid all wages earned at the time of his separation of employment.

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

7           26.     **Superiority:** The California Labor Code is broadly remedial in nature and serves  
8 an important public interest in establishing minimum working conditions and standards in  
9 California. These laws and labor standards protect the average working employee from  
10 exploitation by employers who have the responsibility to follow the laws and who may seek to  
11 take advantage of superior economic and bargaining power in setting onerous terms and  
12 conditions of employment. The nature of this action and the format of laws available to Plaintiff  
13 and members of the Classes make the class action format a particularly efficient and appropriate  
14 procedure to redress the violations alleged herein. If each employee were required to file an  
15 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they  
16 would be able to exploit and overwhelm the limited resources of each individual plaintiff with  
17 their vastly superior financial and legal resources. Moreover, requiring each member of the  
18 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by  
19 employees who would be disinclined to file an action against their former and/or current employer  
20 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent  
21 employment. Further, the prosecution of separate actions by the individual class members, even  
22 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications  
23 with respect to the individual class members against Defendants herein; and which would  
24 establish potentially incompatible standards of conduct for Defendants; and/or legal  
25 determinations with respect to individual class members which would, as a practical matter, be  
26 dispositive of the interest of the other class members not parties to adjudications or which would  
27 substantially impair or impede the ability of the class members to protect their interests. Further,  
28

1 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous  
2 individual prosecution considering all of the concomitant costs and expenses attending thereto.  
3 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of  
4 Civil Procedure.

5 **FIRST CAUSE OF ACTION**  
6 **MINIMUM WAGE VIOLATIONS**  
7 **(AGAINST ALL DEFENDANTS)**

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

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

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

24 30. As a direct and proximate result of Defendants' unlawful conduct as alleged  
25 herein, Plaintiff and the Minimum Wage Class have sustained economic damages, including but  
26 not limited to, unpaid wages and lost interest in an amount to be established at trial, and are  
27 entitled to recover economic and statutory damages and penalties and other appropriate relief as  
28 a result of Defendants' violations of the California Labor Code and Wage Order 14.

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

7                                   **SECOND CAUSE OF ACTION**

8                                   **FAILURE TO PAY ALL OVERTIME WAGES**

9                                   **(AGAINST ALL DEFENDANTS)**

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

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

15           34. At all times relevant herein, Defendants were required to properly compensate  
16 Plaintiff and members of the Overtime Class for all overtime hours worked pursuant to California  
17 Labor Code § 1194 and Wage Order 14. Wage Order 14, § 3 requires an employer to pay overtime  
18 wages when an employee's hours worked cross certain thresholds or meet certain criteria set forth  
19 in the Wage Order.

20           35. The foregoing policies and practices are unlawful and create entitlement to  
21 recovery by Plaintiff and the Overtime Class in a civil action for the unpaid amount of overtime  
22 premiums owing, including interest thereon, statutory penalties, and attorneys' fees and costs of  
23 suit according to California Labor Code §§ 204, 510, 558, 1194, and 1198, Wage Order 14, and  
24 Code of Civil Procedure § 1021.5.

25                                   **THIRD CAUSE OF ACTION**

26                                   **MEAL PERIOD VIOLATIONS**

27                                   **(AGAINST ALL DEFENDANTS)**

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

1           37. Plaintiff is informed and believe, and based thereon allege, that Defendants failed  
2 in their affirmative obligation to provide all of their non-exempt employees in California,  
3 including Plaintiff and members of the Meal Period Class with all legally compliant meal periods  
4 in accordance with the mandates of the California Labor Code and Wage Order 14, § 11. Despite  
5 Defendants' violations, Defendants did not pay an additional hour of pay to Plaintiff and the Meal  
6 Period Class at their respective regular rate of pay, in accordance with California Labor Code §§  
7 204, 210, 226.7, and 512.

8           38. As a result, Defendants are responsible for paying premium compensation for meal  
9 period violations including interest thereon, as well as statutory penalties, civil penalties, and  
10 costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 14, and Civil Code §§  
11 3287(b) and 3289.

12                                   **FOURTH CAUSE OF ACTION**

13                                   **REST PERIOD VIOLATIONS**

14                                   **(AGAINST ALL DEFENDANTS)**

15           39. Plaintiffs re-allege and incorporate by reference all previous paragraphs.

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

19           41. As alleged herein, Defendants failed to authorize and permit Plaintiffs and  
20 members of the Rest Period Class to take all legally compliant rest periods.

21           42. The foregoing violations create an entitlement to recovery by Plaintiffs and  
22 members of the Rest Period Class in a civil action for the unpaid rest period wages and the amount  
23 of rest period premiums owing, including interest thereon, as well as statutory penalties, civil  
24 penalties, and costs of suit according to California Labor Code §§ 226.7, 516, and Civil Code §§  
25 3287(b) and 3289.

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**FIFTH CAUSE OF ACTION**  
**WAITING TIME PENALTIES**  
**(AGAINST ALL DEFENDANTS)**

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

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

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

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

**SIXTH CAUSE OF ACTION**  
**WAGE STATEMENT VIOLATIONS**  
**(AGAINST ALL DEFENDANTS)**

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

48. Plaintiff is informed and believes, and based thereon alleges, that Defendants

1 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff  
2 and the Wage Statement Class with complete and accurate wage statements reflecting the accurate  
3 number of hours worked, and meal and rest period premiums in violation of Labor Code § 226 et  
4 seq.

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

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

14 **SEVENTH CAUSE OF ACTION**

15 **UNFAIR COMPETITION**

16 **(AGAINST ALL DEFENDANTS)**

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

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

25 53. Defendants' utilization of these unfair and/or unlawful business practices deprived  
26 Plaintiff and continues to deprive members of the Classes of compensation to which they are  
27 legally entitled, constitutes unfair and/or unlawful competition, and provides an unfair advantage  
28 over Defendants' competitors who have been and/or are currently employing workers and

attempting to do so in honest compliance with applicable wage and hour laws.

54. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of 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.

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

56. 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)**

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

58. 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..."

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

60. 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.

61. 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

1 from the date on which they incurred the initial necessary expenditure.

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

7 **NINTH CAUSE OF ACTION**  
8 **PRIVATE ATTORNEYS GENERAL ACT**  
9 **(AGAINST ALL DEFENDANTS)**

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

12 64. Defendants have committed several Labor Code violations against Plaintiff,  
13 members of the Classes, and other aggrieved employees. Plaintiff, an "aggrieved employee"  
14 within the meaning of Labor Code § 2698 *et seq.*, acting on behalf of himself and other aggrieved  
15 employees, brings this representative action against Defendants to recover the civil penalties due  
16 to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California  
17 according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited  
18 to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each  
19 subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each  
20 failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each  
21 initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per  
22 employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent  
23 violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each  
24 initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per  
25 employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each  
26 subsequent violation per employee per pay period for those violations of the Labor Code for which  
27 no civil penalty is specifically provided, based on the following Labor Code violations:  
28

- 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 pay Plaintiff, the Overtime Class, and other aggrieved employees all earned overtime compensation in violation of Labor Code §§ 204, 510, 558, 1194, and 1198;
- c. Failing to authorize and permit all legally required rest periods, and failure to pay rest period premium wages, to Plaintiff, the Rest Period Class, and other aggrieved employees at the regular rate of compensation in violation of Labor Code §§ 226.7, 516 and 558;
- d. 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, and 1198;
- e. Failing to reimburse Plaintiff, the Employee Expense Class and other aggrieved employees for necessary business expenditures incurred by Plaintiff, and other aggrieved employees in violation of Labor Code §§ 2800, 2802 and 2804;
- f. Failing to furnish Plaintiff, the Wage Statement Class, and other aggrieved employees with complete, accurate, itemized wage statements in violation of Labor Code § 226;
- g. Failing to timely pay all final wages and compensation earned by Plaintiff, the Waiting Time Class, and other aggrieved employees at the time of separation in violation of Labor Code §§ 201, 202, and 203;
- h. Failing to pay Plaintiff and other aggrieved employees all earned wages at least twice during each calendar month in violation of Labor Code § 204;
- i. Failing to pay Plaintiff and other aggrieved employees all wages earned up to and including the fourth day before the scheduled payday under Labor Code § 205;

- j. 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;
- k. 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
- l. Failing to maintain accurate records on behalf of Plaintiff and other aggrieved employees in violation of Labor Code §§ 1174 and 1198.

65. On May 23, 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 64 (a)-(l). Now that sixty-five days have passed from Plaintiff’s notifying Defendants and the LWDA of these violations, and the LWDA has not provided 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.

66. 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 he 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, 1198 and Wage Order 14 § 5(A);

1           5.       Upon the Second Cause of Action, for compensatory, consequential, general, and  
2 special damages according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, 1198 and  
3 Wage Order 14 § 5(A);

4           6.       Upon the Third Cause of Action, for compensatory, consequential, general and  
5 special damages according to proof pursuant to Labor Code §§ 226.7, 512, and 558;

6           7.       Upon the Fourth Cause of Action, for compensatory, consequential, general and  
7 special damages according to proof pursuant to Labor Code §§ 226.7, 516, and 558

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

10          9.       Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §  
11 226;

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

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

17          12.      Upon the Ninth Cause of Action, for (1) \$100.00 for each initial violation for each  
18 failure to pay each employee and \$200 for each subsequent violation or willful or intentional  
19 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the  
20 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent  
21 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial  
22 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per  
23 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent  
24 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for  
25 each initial violation and \$200 for each subsequent violation per employee per pay period for the  
26 violations of the Labor Code Sections cited in Labor Code § 2699.5;

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

3           14.     On all causes of action, for attorneys' fees and costs as provided by Labor Code  
4 §226, and Code of Civil Procedure § 1021.5; and

5           15.     For such other and further relief the Court may deem just and proper.  
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7

8                                 Respectfully submitted,  
Dated: July 30, 2024                 STANSBURY BROWN LAW, PC

9  
10                                 By: 

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Daniel J. Brown  
Jessica Flores  
Attorneys for Plaintiff  
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15                                 **DEMAND FOR JURY TRIAL**

16           Plaintiff hereby demands a jury trial with respect to all issues triable by jury.  
17

18                                 Respectfully submitted,  
Dated: July 30, 2024                 STANSBURY BROWN LAW, PC

19  
20                                 By: 

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Daniel J. Brown  
Jessica Flores  
Attorneys for Plaintiff  
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**PROOF OF SERVICE**

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

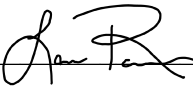
I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; my business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90212

On July 30, 2024, I served the document listed below on the parties in this action as follows:

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

- ☐ (BY MAIL) I placed such envelope on the above date, with postage fully prepaid, for deposit in the U.S. Postal Service at my place of business at Venice, California, following the ordinary business practices of my place of business. I am readily familiar with the business practice at my place of business for collection and processing of correspondence for mail with the U.S. Postal Service. Under that practice, such correspondence is deposited with the U.S. Postal Service the same day it is collected and processed in the ordinary course of business.
- ☒ (BY EMAIL or ELECTRONIC TRANSMISSION) By electronically transmitting the document(s) listed above to the email address(es) of the person(s) set forth on the attached service list from the email address assistant@stansburybrownlaw.com. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. Service by e-mail was made pursuant to agreement of the parties, confirmed in writing, or as an additional method of service as a courtesy to the parties or pursuant to Court Order. See Cal. R. Ct. R. 2.260.
- ☒ (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 30, 2024, at Venice, California.



Laura Romero

**SERVICE LIST**

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