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Superior Court of California,
 County of Madera

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MADERA

MAYRA LOPEZ SANTIAGO, individually
 and on behalf of others similarly situated,
 and as an aggrieved employee and Private
 Attorney General; ANTONIO GONZALEZ,
 individually and on behalf of others similarly
 situated,

Plaintiffs,

vs.

BRAVANTE FARM MANAGEMENT,
 LLC, a California limited liability company;
 and DOES 1 through 50, inclusive,

Defendants.

Case No.: MCV093262

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

DEMAND FOR TRIAL BY JURY

- (1) Violation of Cal. Labor Code §§ 510 and 1198 (Unpaid Overtime)
- (2) Violation of Cal. Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums)
- (3) Violation of Cal. Labor Code § 226.7 (Unpaid Rest Period Premiums)
- (4) Violation of Cal. Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages)
- (5) Violation of Cal. Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid)
- (6) Violation of Cal. Labor Code §§ 204 and 210 (Wages Not Timely Paid During Employment)
- (7) Violation of Cal. Labor Code § 226(a) (Failure to Provide Accurate Wage Statements)
- (8) Violation of Cal. Labor Code §§ 2800 and 2802 (Failure to Reimburse Necessary Business Expenses)

**(9) Violation of Cal. Business &
Professions Code § 17200, et seq.**
**(10) Violation of Cal. Labor Code § 2699,
(Private Attorneys General Act)**

1 Plaintiffs MAYRA LOPEZ SANTIAGO (“Plaintiff LOPEZ SANTIAGO”) and
2 ANTONIO GONZALEZ (“Plaintiff GONZALEZ”) (collectively “Plaintiffs”), individually and
3 on behalf of other members of the general public similarly situated, and Plaintiff LOPEZ
4 SANTIAGO as Private Attorney General, based upon facts that either have evidentiary support
5 or are likely to have evidentiary support after a reasonable opportunity for further investigation
6 and discovery, alleges as follows:

7 **JURISDICTION AND VENUE**

8 1. Plaintiffs bring this Action against Defendants BRAVANTE FARM
9 MANAGEMENT, LLC and DOES 1 THROUGH 50 (hereinafter also collectively referred to as
10 “Defendants”) for California Labor Code violations, unfair business practices, and civil penalties
11 stemming from Defendants’ failure to pay overtime compensation, failure to provide meal
12 periods, failure to authorize and permit rest periods, failure to pay minimum wage, failure to
13 timely pay wages, failure to provide accurate wage statements, failure to maintain accurate time
14 and payroll records, failure to reimburse necessary business-related expenses, and failure to pay
15 reporting wages.

16 2. Plaintiffs’ First through Ninth Causes of Action are brought as a class action on
17 behalf of themselves and similarly situated current and former employees of Defendants
18 (hereinafter collectively referred to as the “Class” or “Class Members,” as defined more fully in
19 paragraph 14, below) pursuant to California Code of Civil Procedure section 382. The monetary
20 damages and restitution sought by Plaintiffs exceeds the minimal jurisdiction limits of the
21 Superior Court and will be established according to proof at trial.

22 3. Plaintiff LOPEZ SANTIAGO’s Tenth Cause of Action is brought solely as a
23 representative action, and solely as a Private Attorney General, on behalf of the State of California
24 for all aggrieved employees, including herself and other aggrieved employees of Defendants
25 against whom one or more of the alleged violations was committed (hereinafter collectively
26 referred to as the “Aggrieved Employees”) pursuant to California Labor Code sections 2698, *et*
27 *seq*; *Balderas v. Fresh Start Harvesting, Inc.*, 101 Cal.App.5th 533 (2024), as modified (April 18,
28

2024); and *Johnson v. Maxim Healthcare Services, Inc.*, 66 Cal.App.5th 924 (2021). Plaintiff LOPEZ SANTIAGO is an aggrieved employee against whom one or more of the alleged violations occurred. The civil penalties sought by Plaintiff LOPEZ SANTIAGO exceed the minimal jurisdiction limits of the Superior Court and will be established according to proof at trial.

4. The Court has jurisdiction over this Action pursuant to the California Constitution, Article VI, Section 10, which grants the superior court “original jurisdiction in all other causes” except those given by statute to other courts. The statutes under which this Action is brought do not specify any other basis for jurisdiction.

5. This Court has jurisdiction over Defendants because, upon information and belief, Defendants are citizens of California, have sufficient minimum contacts in California, or otherwise intentionally avail themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice.

6. Venue is proper in this Court because, upon information and belief, Defendants maintain offices, have agents, and/or transact business in the State of California, County of Fresno.

PARTIES

7. Plaintiff LOPEZ SANTIAGO is an individual residing in the County of Madera, State of California. Plaintiff LOPEZ SANTIAGO is not suing in her individual capacity with respect to her Tenth Cause of Action. Instead, she is proceeding therein solely under the PAGA, on behalf of the State of California for all aggrieved employees. Plaintiff LOPEZ SANTIAGO is an Aggrieved Employee as defined under PAGA because she was employed by Defendant and suffered the labor code violations alleged herein.

8. Plaintiff ANTONIO GONZALEZ is an individual residing in the County of Madera, State of California.

9. Defendant BRAVANTE FARM MANAGEMENT, LLC is, and at all times herein

mentioned was, a limited liability company organized and existing under the laws of the State of California and registered to do business in the State of California.

10. Plaintiffs are ignorant of the identities of defendants Does 1 through 50, inclusive, and therefore sues these defendants by such fictitious names. The Doe defendants may be individuals, partnerships, or corporations. Plaintiffs are informed and believes, and thereon allege, that, at all times mentioned herein, each of the Doe defendants was the parent, subsidiary, agent, servant, employee, co-venturer, and/or co-conspirator of each of the other defendants, and was at all times mentioned acting within the scope, purpose, consent, knowledge, ratification and authorization of such agency, employment, joint venture and conspiracy. Plaintiffs will amend this Complaint to allege their true names and capacities when ascertained. Plaintiffs are informed and believe and thereon allege that each of the fictitiously named Doe defendants is responsible in some manner for the occurrences herein alleged, and that Plaintiffs' damages as herein alleged were proximately caused by its conduct. BRAVANTE FARM MANAGEMENT, LLC and Doe Defendants 1 through 50 are collectively referred to herein as "Defendants".

11. Defendants are, and at all times herein mentioned were, (a) conducting business in the County of Fresno, State of California, and (b) the employer of Plaintiffs consistent with the California Labor Code and Industrial Welfare Commission Wage Orders ("Wage Orders").

12. Plaintiffs further allege that Defendants, directly or indirectly controlled or affected the working conditions, wages, working hours, and conditions of employment of Plaintiffs, the Class, and the Aggrieved Employees so as to make each of said Defendants employers and employers jointly liable under the statutory provisions set forth herein.

CLASS ACTION ALLEGATIONS

13. Plaintiffs bring the First through Ninth Causes of Action as a class action on their own behalf and on behalf of all other members of the general public similarly situated, and, thus, seek class certification under Code of Civil Procedure section 382.

14. The proposed class is defined as follows: All current and former non-exempt employees of any of the Defendants within the State of California at any time commencing four

(4) years preceding the filing of Plaintiffs' complaint up until the time that notice of the certified class action is provided to the class (hereinafter referred to as the "Class" or "Class Members").

15. Plaintiffs reserve the right to establish other subclasses as appropriate.

16. The Class is ascertainable and there is a well-defined community of interest in the litigation:

a. Numerosity: The Class Members are so numerous that joinder of all Class Members is impracticable. The membership of the entire Class is unknown to Plaintiffs at this time; however, the Class is estimated to be over fifty (50) individuals and the identity of such membership is readily ascertainable by inspection of Defendants' employment records.

b. Typicality: Plaintiffs' claims are typical of all other Class Members demonstrated herein. Plaintiffs will fairly and adequately protect the interests of the other Class Members with whom they have a well-defined community of interest.

c. Adequacy: Plaintiffs will fairly and adequately protect the interests of each Class Member, with whom they have a well-defined community of interest and typicality of claims, as demonstrated herein. Plaintiffs have no interests that are antagonistic to the other Class Members. Plaintiffs' attorneys, the proposed class counsel, are versed in the rules governing class action discovery, certification, and settlement. Plaintiffs have incurred, and during the pendency of this Action will continue to incur, costs and attorneys' fees, that have been, are, and will be necessarily expended for the prosecution of this action for the substantial benefit of each Class Member.

d. Superiority: A class action is superior to other available methods for the fair and efficient adjudication of this litigation because individual joinder of all Class Members is impractical.

e. Public Policy Considerations: Certification of this lawsuit as a class action will advance public policy objectives. Employers of this great state violate

1 employment and labor laws every day. Current employees are often afraid to
2 assert their rights out of fear of direct or indirect retaliation. However, class
3 actions provide the Class Members who are not named in the complaint
4 anonymity that allows for the vindication of their rights.

5 17. There are common questions of law and fact as to the Class that predominate over
6 questions affecting only individual members. The following common questions of law or fact,
7 among others, exist as to the members of the Class:

- 8 a. Whether Defendants' failure to pay wages, without abatement, or reduction, in
9 accordance with the California Labor Code was willful;
- 10 b. Whether Defendants had a corporate policy and practice of failing to pay Plaintiffs
11 and the other Class Members for all hours worked, and missed, short, late, or
12 interrupted meal periods and rest breaks in violation of California law;
- 13 c. Whether Defendants required Plaintiffs and the other Class Members to work
14 more than eight (8) hours per day and/or more than forty (40) hours per week and
15 failed to pay the legally required overtime compensation to Plaintiffs and the other
16 Class Members;
- 17 d. Whether Defendants deprived Plaintiffs and the other Class Members of meal
18 and/or rest periods or required Plaintiffs and the other Class Members to work
19 during meal and/or rest periods without compensation;
- 20 e. Whether Defendants failed to pay meal period premium wages to Plaintiffs and
21 the other Class Members when they were not provided with a legally compliant
22 meal period;
- 23 f. Whether Defendants failed to pay rest period premium wages to Plaintiffs and the
24 other Class Members when they were not authorized and permitted to take legally
25 compliant rest periods;
- 26 g. Whether Defendants failed to pay minimum wages to Plaintiffs and the other
27 Class Members for all hours worked;
- 28

- 1 h. Whether Defendants failed to pay Plaintiffs and the other Class Members the
2 required minimum wage pursuant to California law;
- 3 i. Whether Defendants failed to pay Plaintiffs and the other Class Members proper
4 overtime compensation pursuant to California law;
- 5 j. Whether Defendants failed to pay all wages due to Plaintiffs and the other Class
6 Members within the time required upon their discharge or resignation from
7 employment;
- 8 k. Whether Defendants failed to reimburse Plaintiffs and the other Class Members
9 for all necessary business-related expenses and costs in violation of California
10 Labor Code section 2802;
- 11 l. Whether Defendants failed to pay reporting time wages in violation of the
12 applicable IWC Wage Order;
- 13 m. Whether Defendants failed to timely pay all wages due to Plaintiffs and the other
14 Class Members during their employment;
- 15 n. Whether Defendants complied with wage reporting as required by the California
16 Labor Code, including section 226;
- 17 o. Whether Defendants' conduct was with malice, fraud, or oppression;
- 18 p. Whether Defendants' conduct was willful or reckless;
- 19 q. Whether Defendants engaged in unfair business practices in violation of
20 California Business & Professions Code section 17200, *et seq.* based on their
21 improper withholding of compensation and deduction of wages;
- 22 r. The appropriate amount of damages, restitution, and/or monetary penalties
23 resulting from Defendants' violation of California law; and
- 24 s. Whether Plaintiffs and the other Class Members are entitled to compensatory
25 damages pursuant to the California Labor Code.

26 **GENERAL ALLEGATIONS**

- 27 18. Defendants are a farm labor contractor.
- 28

1 19. Defendants employed Plaintiff LOPEZ SANTIAGO to work as a field worker
2 from approximately 2016 to approximately November 20, 2023.

3 20. Defendants employed Plaintiff GONZALEZ to work as a field worker from
4 approximately 2002 to approximately September 18, 2023.

5 21. At all relevant times set forth herein, Defendants employed Plaintiffs, the Class,
6 and the Aggrieved Employees as non-exempt employees and employed them on an hourly and/or
7 piece rate basis.

8 22. Throughout the time period involved in this case, Defendants had the authority to
9 hire and terminate Plaintiffs, the Class, and the Aggrieved Employees; to directly or indirectly
10 control work rules, working conditions, wages, working hours, and conditions of employment of
11 Plaintiffs, the Class, and the Aggrieved Employees; and to hire and terminate the employment of
12 Plaintiffs, the Class, and the Aggrieved Employees.

13 23. At all times herein mentioned, Defendants were subject to the Labor Code of the
14 State of California and the applicable Industrial Welfare Commission Orders.

15 24. Plaintiffs are informed and believe, and thereon allege that Defendants engaged in
16 an ongoing and systematic scheme of wage abuse against their hourly-paid or non-exempt
17 employees. As set forth in more detail below, this scheme involved, *inter alia*, regularly requiring
18 Plaintiffs, the Class, and the Aggrieved Employees to work off-the-clock without compensation,
19 thereby failing to pay them for all hours worked, including minimum and overtime wages.
20 Defendants also implemented time rounding practices that resulted in the systematic
21 underpayment of wages to Plaintiffs, the Class, and the Aggrieved Employees, including
22 minimum and overtime wages. Defendants also implemented policies that prohibited Plaintiffs,
23 the Class, and the Aggrieved Employees from accurately recording the actual time worked,
24 resulting in a failure to pay Plaintiffs, the Class, and the Aggrieved Employees all wages owed.
25 In addition, Defendants routinely failed to permit Plaintiffs, the Class, and the Aggrieved
26 Employees to take timely and duty-free meal periods and rest periods in violation of California
27 law. Defendants also failed to reimburse Plaintiffs, the Class, and the Aggrieved Employees for
28

1 all necessary business-related expenses.

2 25. Throughout the time period involved in this case, Defendants have implemented
3 policies and practices which failed to provide Plaintiffs, the Class, and the Aggrieved Employees
4 with timely and duty-free meal periods. Defendants routinely failed to relieve Plaintiffs, the Class,
5 and the Aggrieved Employees of all duties during their meal periods, regularly failed to relinquish
6 control over Plaintiffs, the Class, and the Aggrieved Employees during their meal periods,
7 regularly failed to permit Plaintiffs, the Class, and the Aggrieved Employees a reasonable
8 opportunity to take their meal periods, and regularly impeded or discouraged Plaintiffs, the Class,
9 and the Aggrieved Employees from taking thirty (30) minute uninterrupted meal breaks no later
10 than the end of their fifth hour of work and/or from taking a second thirty (30) minute
11 uninterrupted meal break no later than their tenth hour of work for shifts lasting more than ten
12 (10) hours. Defendants also failed to maintain accurate records of meal periods taken by Plaintiffs,
13 the Class, and the Aggrieved Employees.

14 26. Throughout the time period involved in this case, Defendants did not adequately
15 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take meal periods
16 under California law. Moreover, Defendants systematically disregarded their own written policies
17 regarding the provision and timing of meal periods for Plaintiffs, the Class, and the Aggrieved
18 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,
19 and the Aggrieved Employees in a way that prohibited them from taking timely and duty-free
20 meal periods, and to require Plaintiffs, the Class, and the Aggrieved Employees to work through
21 their meal periods, for which they were not compensated.

22 27. Throughout the time period involved in this case, Defendants failed to pay
23 Plaintiffs, the Class, and the Aggrieved Employees premium wages for meal periods that were
24 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
25 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all
26 meal periods or payment of one additional hour of pay at their regular rate of pay when a meal
27 period was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants
28

1 routinely failed to provide legally compliant meal periods to Plaintiffs, the Class, and the
2 Aggrieved Employees, and routinely failed to pay one additional hour of pay to Plaintiffs, the
3 Class, and the Aggrieved Employees at their regular rate of pay when a meal period was missed,
4 short, late, and/or interrupted.

5 28. Throughout the time period involved in this case, Defendants have implemented
6 policies and practices which prohibited Plaintiffs, the Class, and the Aggrieved Employees from
7 taking timely and duty-free rest periods. Defendants regularly failed to provide, authorize, and
8 permit Plaintiffs, the Class, and the Aggrieved Employees to take full, uninterrupted, off-duty rest
9 periods for every shift lasting three and one-half (3.5) to six (6) hours and/or two full,
10 uninterrupted, off-duty rest periods for every shift lasting six (6) to ten (10) hours, and failed to
11 make a good faith effort to authorize, permit, and provide such rest breaks in the middle of each
12 work period. On the rare occasions Plaintiffs, the Class, and the Aggrieved Employees were able
13 to take a rest break, Defendants failed to compensate them for said rest periods at a regular hourly
14 rate separate from any piece-rate compensation.

15 29. Throughout the time period involved in this case, Defendants did not adequately
16 inform Plaintiffs, the Class, and the Aggrieved Employees of their right to take rest periods under
17 California law. Moreover, Defendants systematically disregarded their own written policies
18 regarding the provision and timing of rest periods for Plaintiffs, the Class, and the Aggrieved
19 Employees. Instead, Defendants' actual policy and practice was to schedule Plaintiffs, the Class,
20 and the Aggrieved Employees in a way that regularly prohibited them from taking timely and
21 duty-free rest periods, and to regularly require Plaintiffs, the Class, and the Aggrieved Employees
22 to work through their rest periods.

23 30. Throughout the time period involved in this case, Defendants failed to pay
24 Plaintiffs, the Class, and the Aggrieved Employees premium wages for rest periods that were
25 missed, late, interrupted, or shortened in violation of California law. Defendants knew or should
26 have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to receive all
27 rest periods or payment of one additional hour of pay at their regular rate of pay when a rest period
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1 was missed, short, late, and/or interrupted. Notwithstanding this knowledge, Defendants routinely
2 failed to authorize and permit Plaintiffs, the Class, and the Aggrieved Employees to take duty-
3 free rest periods, and failed to pay one additional hour of pay to Plaintiffs, the Class, and the
4 Aggrieved Employees at their regular rate of pay when a rest period was missed, short, late, and/or
5 interrupted.

6 31. Throughout the time period involved in this case, Defendants regularly required
7 Plaintiffs, the Class, and the Aggrieved Employees to perform work off-the-clock. This off-the-
8 clock work includes but was not limited to time spent before the start of their scheduled shift
9 gathering equipment, time spent working during meal and rest periods, unpaid pre-shift meetings,
10 unpaid travel between job sites, and other unpaid time outside their scheduled shift spent under
11 Defendants' direction and control.

12 32. Throughout the time period involved in this case, Defendants implemented
13 policies that prohibited Plaintiffs, the Class, and the Aggrieved Employees from accurately
14 recording the actual time worked, resulting in a failure to pay Plaintiffs, the Class, and the
15 Aggrieved Employees all wages owed.

16 33. Throughout the time period involved in this case, Plaintiffs, the Class, and the
17 Aggrieved Employees worked more than eight (8) hours in a day, and/or forty (40) hours in a
18 week.

19 34. Throughout the time period involved in this case, Defendants regularly failed to
20 pay all overtime compensation owed to Plaintiffs, the Class, and the Aggrieved Employees when
21 they worked in excess of eight (8) hours in a single workday and/or forty (40) hours in a single
22 work week, or in excess of twelve (12) hours in a single workday and/or eighty (80) hours in a
23 single work week. Defendants knew or should have known that Plaintiffs, the Class, and the
24 Aggrieved Employees were entitled to receive certain wages for overtime compensation and that
25 they were not receiving wages for overtime compensation.

26 35. Throughout the time period involved in this case, Defendants failed to pay
27 overtime to Plaintiffs, the Class, and the Aggrieved Employees for all overtime hours worked
28

1 based on regular rates of pay correctly calculated to include all applicable remuneration, including
2 piece-rate pay.

3 36. Throughout the time period involved in this case, Defendants regularly failed to
4 pay Plaintiffs, the Class, and the Aggrieved Employees at least minimum wages for all hours
5 worked. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
6 Employees were entitled to receive at least minimum wages for all hours worked and that they
7 were not receiving at least minimum wages for all hours worked. Defendants' failure to pay
8 minimum wages included, *inter alia*, failing to pay Plaintiffs, the Class, and the Aggrieved
9 Employees at the required minimum wage pursuant to California law, requiring Plaintiffs, the
10 Class, and the Aggrieved Employees to perform work off-the-clock.

11 37. Throughout the time period involved in this case, Defendants regularly failed to
12 pay Plaintiffs, the Class, and the Aggrieved Employees all wages owed to them upon discharge
13 or resignation. Defendants knew or should have known that Plaintiffs, the Class, and the
14 Aggrieved Employees were entitled to receive all wages owed to them upon termination within
15 the time permissible under California Labor Code section 202. Plaintiffs, the Class, and the
16 Aggrieved Employees did not receive payment of all final wages owed to them upon discharge
17 or resignation, including overtime compensation and minimum wages within any time
18 permissible under California Labor Code section 202.

19 38. Throughout the time period involved in this case, Defendants regularly failed to
20 pay Plaintiffs, the Class, and the Aggrieved Employees all wages within any time permissible
21 under California law, including, *inter alia*, California Labor Code section 204. Defendants knew
22 or should have known that Plaintiffs, the Class, and the Aggrieved Employees were entitled to
23 receive all wages owed to them during their employment. Plaintiffs, the Class, and the Aggrieved
24 Employees did not receive payment of all wages, including overtime compensation, minimum
25 wages, and meal and rest period premiums.

26 39. Throughout the time period involved in this case, Defendants regularly failed to
27 provide complete or accurate wage statements to Plaintiffs, the Class, and the Aggrieved
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1 Employees. Defendants knew or should have known that Plaintiffs, the Class, and the Aggrieved
2 Employees were entitled to receive complete and accurate wage statements in accordance with
3 California law, but, in fact, they did not receive complete and accurate wage statements from
4 Defendants. The deficiencies included, *inter alia*, the failure to include the total number of hours
5 worked, the actual gross wages earned, the correct rates of pay, net wages earned, all applicable
6 hourly rates, number of piece-rate units paid and any applicable piece rate.

7 40. Throughout the time period involved in this case, Defendants regularly failed to
8 keep complete or accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees.
9 Defendants knew or should have known that Defendants were required to keep complete and
10 accurate payroll records for Plaintiffs, the Class, and the Aggrieved Employees in accordance
11 with California law, but, in fact, did not keep complete and accurate payroll records.

12 41. Throughout the time period involved in this case, Defendants regularly failed to
13 maintain accurate records relating to Plaintiffs', the Class's, and the Aggrieved Employees' work
14 periods, meal periods, total daily hours, hours per pay period, and applicable pay rates.

15 42. Throughout the time period involved in this case, Defendants failed to reimburse
16 Plaintiffs, the Class, and the Aggrieved Employees for all necessary business-related expenses,
17 including but not limited to gloves, scissors, hats, sunglasses, work equipment, and gas for the
18 use of their personal vehicles for work purposes. Defendants knew or should have known that
19 Defendants were required to reimburse Plaintiffs, the Class, and the Aggrieved Employees for all
20 necessary business-related expenses and costs, but, in fact, failed to do so in violation of
21 California law.

22 43. Throughout the time period involved in this case, Defendants knew or should have
23 known that they had a duty to compensate Plaintiffs, the Class, and the Aggrieved Employees
24 pursuant to California law. Defendants had the financial ability to pay such compensation, but
25 willfully, knowingly, and intentionally failed to do so, and falsely represented to Plaintiffs, the
26 Class, and the Aggrieved Employees that they paid all wages owed to them, all in order to increase
27 Defendants' profits.
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44. California Labor Code section 218 states that nothing in Article 1 of the Labor Code shall limit the right of any wage claimant to “sue directly ... for any wages or penalty due to him [or her] under this article.”

FIRST CAUSE OF ACTION

(Violation of California Labor Code §§ 510 and 1198)

(Against All Defendants)

45. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and every allegation set forth above.

46. California Labor Code section 1198 and the applicable Industrial Welfare Commission (“IWC”) Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person’s regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

47. Specifically, the applicable IWC Wage Order provides that Defendants are and were required to pay Plaintiffs and the other Class Members employed by Defendants, and working more than eight (8) hours in a day or more than forty (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

48. The applicable IWC Wage Order further provides that Defendants are and were required to pay Plaintiffs and the Class overtime compensation at a rate of two times their regular rate of pay for all hours worked in excess of twelve (12) hours in a day and for all hours worked in excess of eight (8) hours on the seventh day of work in a workweek.

49. California Labor Code section 510 codifies the right to overtime compensation at one-and-one-half times the regular hourly rate for hours worked in excess of eight (8) hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the seventh day of work, and no overtime compensation at twice the regular hourly rate for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh day of work.

50. During the relevant time period, Plaintiffs and the other Class Members regularly

1 worked in excess of eight (8) hours in a day, and/or in excess of forty (40) hours in a week.

2 51. During the relevant time period, Defendants intentionally and willfully failed to
3 pay overtime wages owed to Plaintiffs and the other Class Members.

4 52. Defendants' failure to pay Plaintiffs and the other Class Members the unpaid
5 balance of overtime compensation, as required by California laws, violates the provisions of
6 California Labor Code sections 510 and 1198, and is therefore unlawful.

7 53. Pursuant to California Labor Code section 1194, Plaintiffs and the other Class
8 Members are entitled to recover unpaid overtime compensation, as well as interest, costs, and
9 attorneys' fees.

10 **SECOND CAUSE OF ACTION**

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

12 **(Against All Defendants)**

13 54. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
14 every allegation set forth above.

15 55. At all relevant times, the relevant IWC Order and California Labor Code sections
16 226.7 and 512(a) were applicable to Plaintiffs and the other Class Members' employment by
17 Defendants.

18 56. At all relevant times, California Labor Code section 226.7 provides that no
19 employer shall require an employee to work during any meal or rest period mandated by an
20 applicable order of the California IWC.

21 57. At all relevant times, the applicable IWC Wage Order and California Labor Code
22 section 512(a) provide that an employer may not require, cause or permit an employee to work
23 for a work period of more than five (5) hours per day without providing the employee with a meal
24 period of not less than thirty (30) minutes, except that if the total work period per day of the
25 employee is no more than six (6) hours, the meal period may be waived by mutual consent of
26 both the employer and employee.

27 58. At all relevant times, California Labor Code section 512(a) further provides that
28

1 an employer may not require, cause or permit an employee to work for a work period of more
2 than ten (10) hours per day without providing the employee with a second uninterrupted meal
3 period of not less than thirty (30) minutes, except that if the total hours worked is no more than
4 twelve (12) hours, the second meal period may be waived by mutual consent of the employer and
5 the employee only if the first meal period was not waived.

6 59. During the relevant time period, Plaintiffs and the other Class Members who were
7 scheduled to work for a period of time longer than six (6) hours, and who did not waive their
8 legally mandated meal periods by mutual consent, were required to work for periods longer than
9 five (5) hours without an uninterrupted meal period of not less than thirty (30) minutes.

10 60. During the relevant time period, Plaintiffs and the other Class Members who were
11 scheduled to work for a period of time in excess of ten (10) hours were required to work for
12 periods longer than ten (10) hours without a second uninterrupted meal period of not less than
13 thirty (30) minutes.

14 61. During the relevant time period, Defendants intentionally and willfully required
15 Plaintiffs and the other Class Members to miss their meal periods and to take meal periods that
16 were late, shortened, or interrupted, and failed to compensate Plaintiffs and the other Class
17 Members the full meal period premium for missed, shortened, late, or interrupted meal periods.

18 62. During the relevant time period, Defendants failed to pay Plaintiffs and the other
19 Class Members the full meal period premiums due pursuant to California Labor Code section
20 226.7.

21 63. Defendants' conduct violates the applicable IWC Wage Order and California
22 Labor Code sections 226.7 and 512(a).

23 64. Pursuant to the applicable IWC Wage Order and California Labor Code section
24 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
25 additional hour of pay at the employee's regular rate of compensation for each workday that the
26 meal period was not provided.

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1 **THIRD CAUSE OF ACTION**

2 **(Violation of California Labor Code § 226.7)**

3 **(Against All Defendants)**

4 65. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
5 every allegation set forth above.

6 66. At all times herein set forth, the applicable IWC Wage Order and California Labor
7 Code section 226.7 were applicable to Plaintiffs' and the other Class Members' employment by
8 Defendants.

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

12 68. At all relevant times, the applicable IWC Wage Order provides that "[e]very
13 employer shall authorize and permit all employees to take rest periods, which insofar as
14 practicable shall be in the middle of each work period" and that the "rest period time shall be
15 based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4)
16 hours or major fraction thereof unless the total daily work time is less than three and one-half
17 (3.5) hours."

18 69. During the relevant time period, Defendants required Plaintiffs and other Class
19 Members to work four (4) or more hours without authorizing or permitting a ten (10) minute rest
20 period per each four (4) hour period worked.

21 70. During the relevant time period, Defendants willfully required Plaintiffs and the
22 other Class Members to work during rest periods, failed to allow Plaintiffs and the other Class
23 Member to take any rest period and/or failed to authorize and permit Plaintiffs and the other Class
24 Members to take uninterrupted, duty-free rest breaks.

25 71. During the relevant time period, Defendants failed to pay Plaintiffs and the other
26 Class Members the full rest period premium due pursuant to California Labor Code section 226.7
27 for work performed during rest periods, and/or for failure to authorize and permit Plaintiffs and
28

1 other Class Members from taking uninterrupted rest periods.

2 72. Defendants' conduct violates applicable IWC Wage Orders and California Labor
3 Code section 226.7.

4 73. Pursuant to the applicable IWC Wage Orders and California Labor Code section
5 226.7(b), Plaintiffs and the other Class Members are entitled to recover from Defendants one
6 additional hour of pay at the employees' regular hourly rate of compensation for each workday
7 that the rest period was not provided.

8 **FOURTH CAUSE OF ACTION**

9 **(Violation of California Labor Code §§ 1194, 1197, and 1197.1)**

10 **(Against All Defendants)**

11 74. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
12 every allegation set forth above.

13 75. At all relevant times, California Labor Code sections 1194, 1197, and 1197.1
14 provide that the minimum wage to be paid to employees and the payment of a lesser wage than
15 the minimum so fixed is unlawful.

16 76. During the relevant time period, Defendants regularly failed to pay minimum wage
17 to Plaintiffs and the other Class Members as required pursuant to California Labor Code sections
18 1194, 1197, and 1197.1.

19 77. Defendants' failure to pay Plaintiffs and the other Class Members the minimum
20 wage as required violates California Labor Code sections 1194, 1197, and 1197.1. Pursuant to
21 those sections, Plaintiffs and the other Class Members are entitled to recover the unpaid balance
22 of their minimum wage compensation as well as interest, costs, and attorneys' fees, and liquidated
23 damages in an amount equal to the wages unlawfully unpaid and interest thereon.

24 78. Pursuant to California Labor Code section 1194.2, Plaintiffs and the other Class
25 Members are entitled to recover liquidated damages in an amount equal to the wages unlawfully
26 unpaid and interest thereon.

1 **FIFTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 201, 202, 203)**

3 **(Against All Defendants)**

4 79. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
5 every allegation set forth above.

6 80. At all relevant times herein set forth, California Labor Code sections 201 and 202
7 provide that if an employer discharges an employee, the wages earned and unpaid at the time of
8 discharge are due and payable immediately, and if an employee quits his or her employment, his
9 or her wages shall become due and payable not later seventy-two (72) hours thereafter, unless the
10 employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case
11 the employee is entitled to his or her wages at the time of quitting.

12 81. During the relevant time period, the employment of Plaintiffs and many other
13 Class Members with Defendants ended, *i.e.* was terminated by quitting or discharge. Defendants
14 intentionally and willfully failed to pay Plaintiffs and other Class Members who are no longer
15 employed by Defendants all of their wages, earned and unpaid, including but not limited to
16 minimum wages, straight time wages, and overtime wages, within seventy-two (72) hours of their
17 leaving Defendants' employ.

18 82. Defendants' failure to pay Plaintiffs and other Class Members who are no longer
19 employed by Defendants their wages, earned and unpaid, within seventy-two (72) hours of their
20 leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

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

25 84. Plaintiffs and other Class Members who are no longer employed by Defendants
26 are entitled to recover from Defendants the statutory penalty wages for each day they were not
27 paid, up to a thirty (30) day maximum pursuant to California Labor Code section 203.
28

1 **SIXTH CAUSE OF ACTION**

2 **(Violation of California Labor Code §§ 204 and 210)**

3 **(Against All Defendants)**

4 85. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
5 every allegation set forth above.

6 86. At all times herein set forth, California Labor Code section 204 provides that all
7 wages earned by any person in any employment between the 1st and 15th days, inclusive, of any
8 calendar month, other than those wages due upon termination of an employee, are due and payable
9 between the 16th and 26th day of the month during which the labor was performed.

10 87. At all times herein set forth, California Labor Code section 204 provides that all
11 wages earned by any person in any employment between the 16th and the last day, inclusive, of
12 any calendar month, other than those wages due upon termination of an employee, are due and
13 payable between the 1st and the 10th day of the following month.

14 88. At all times herein set forth, California Labor Code section 204 provides that all
15 wages earned for labor in excess of the normal work period shall be paid no later than the payday
16 for the next regular payroll period.

17 89. During the relevant time period, Defendants intentionally and willfully failed to
18 pay Plaintiffs and other Class Members all wages due to them, within any time period permissible
19 under California Labor Code section 204.

20 90. Plaintiffs and other Class Members are entitled to recover all available remedies
21 for Defendants' violations of California Labor Code section 204, including statutory penalties
22 pursuant to Labor Code section 210(b).

23 **SEVENTH CAUSE OF ACTION**

24 **(Violation of California Labor Code § 226(a))**

25 **(Against All Defendants)**

26 91. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
27 every allegation set forth above.

1 92. At all material times set forth herein, California Labor Code section 226(a)
2 provides that every employer shall furnish each of his or her employees an accurate itemized
3 statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3)
4 the number of piece-rate units earned and any applicable piece rate if the employee is paid on a
5 piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the
6 employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates
7 of the period for which the employee is paid, (7) the name of the employee and his or her social
8 security number, (8) the name and address of the legal entity that is the employer, and (9) all
9 applicable hourly rates in effect during the pay period and the corresponding number of hours
10 worked at each hourly rate by the employee. The deductions made from payments of wages shall
11 be recorded in ink or other indelible form, properly dated, showing the month, day, and year, and
12 a copy of the statement or a record of the deductions shall be kept on file by the employer for at
13 least three years at the place of employment or at a central location within the State of California.

14 93. Defendants have intentionally and willfully failed to provide Plaintiffs and the
15 Class with complete and accurate wage statements. The deficiencies include, but are not limited
16 to, the failure list the total number of hours worked, the actual gross wages earned, the correct
17 rates of pay, net wages earned, all applicable hourly rates, number of piece-rate units paid and
18 any applicable piece rate.

19 94. Because of Defendants' violation of California Labor Code section 226(a),
20 Plaintiffs and the Class have suffered injury and damage to their statutorily protected rights.

21 95. More specifically, Plaintiffs and the Class have been injured by Defendants'
22 intentional and willful violation of California Labor Code section 226(a) because they were
23 denied both their legal right to receive, and their protected interest in receiving, accurate and
24 itemized wage statements pursuant to California Labor Code section 226(a).

25 96. Plaintiffs and the Class are entitled to recover from Defendants the greater of their
26 actual damages caused by Defendants' failure to comply with California Labor Code section
27 226(a), or an aggregate penalty not exceeding four thousand dollars per employee.
28

1 97. Plaintiffs and the Class are also entitled to injunctive relief to ensure compliance
2 with this section, pursuant to California Labor Code section 226(g).

3 **EIGHTH CAUSE OF ACTION**

4 **(Violation of California Labor Code §§ 2800 and 2802)**

5 **(Against All Defendants)**

6 98. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
7 every allegation set forth above.

8 99. Pursuant to California Labor Code sections 2800 and 2802, an employer must
9 reimburse its employee for all necessary expenditures incurred by the employee in direct
10 consequence of the discharge of his or her job duties or in direct consequence of his or her job
11 duties or in direct consequence of his or her obedience to the directions of the employer.

12 100. Plaintiffs and the Class incurred necessary business-related expenses and costs that
13 were not fully reimbursed by Defendants. Defendants' failure to reimburse for all necessary
14 business-related expenses and costs included their failure to reimburse Plaintiffs and the Class for
15 costs incurred as a result of, including but not limited to, simple negligence.

16 101. Defendants have intentionally and willfully failed to reimburse Plaintiffs and the
17 Class for all necessary business-related expenses and costs. Plaintiffs and the Class are entitled to
18 recover from Defendants their business-related expenses and costs incurred during the course and
19 scope of their employment, plus interest accrued from the date on which the employee incurred
20 the necessary expenditures at the same rate as judgments in civil actions in the State of California.

21 **NINTH CAUSE OF ACTION**

22 **(Violation of Cal. Business & Professions Code §§ 17200, et seq.)**

23 **(Against All Defendants)**

24 102. Plaintiffs incorporate by reference and re-allege as if fully stated herein each and
25 every allegation set forth above.

26 103. Defendants' conduct, as alleged herein, has been, and continues to be, unfair,
27 unlawful, and harmful to Plaintiffs and the Class, to the general public, and Defendants'
28

competitors. Accordingly, Plaintiffs seek to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

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

105. A violation of California Business & Professions Code section 17200, *et seq.* may be predicated on the violation of any state or federal law. In this instant case, Defendants' policies and practices of requiring employees, including Plaintiffs and the Class, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring employees, including Plaintiffs and the Class, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Moreover, Defendants' policies and practices of failing to timely pay wages to Plaintiffs and the Class violate California Labor Code sections 201, 202, 203, and 204.

106. Defendants also violated California Labor Code sections 221, 226(a), 510, 1174(d), 1194, 1197, 1197.1, 2800, and 2802.

107. As a result of the herein described violations of California law, Defendants unlawfully gained an unfair advantage over other businesses.

108. Plaintiffs and the Class 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.

109. Pursuant to California Business & Professions Code sections 17200, *et seq.*, Plaintiffs and the Class 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; an award of attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and other applicable laws; and an award of costs.

1 **TENTH CAUSE OF ACTION**

2 **(Violation of California Labor Code § 2699, Et Seq.)**

3 **(Against All Defendants)**

4 110. Plaintiff LOPEZ SANTIAGO incorporates by reference and re-alleges as if fully
5 stated herein each and every allegation set forth above.

6 111. Plaintiff brings her tenth cause of action solely as a representative action pursuant
7 to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.*
8 (“PAGA”), on behalf of the State of California for all aggrieved employees, including herself and
9 other aggrieved employees of Defendants against whom one or more of the alleged violations
10 was committed.

11 112. PAGA specifically provides for a private right of action to recover civil penalties
12 for violations of the Labor Code as follows: “Notwithstanding any other provision of law, any
13 provision of this code that provides for a civil penalty to be assessed and collected by the Labor
14 and Workforce Development Agency or any of its departments, divisions, commissions, boards,
15 agencies, or employees, for a violation of this code, may, as an alternative, be recovered through
16 a civil action brought by an aggrieved employee on behalf of himself or herself and other current
17 or former employees pursuant to the procedures specified in Section 2699.3.” Cal. Lab. Code §
18 2699(a).

19 113. Plaintiff was employed by Defendants and the Labor Code violations alleged
20 above were committed against her during her time of employment. Plaintiff is therefore, an
21 “aggrieved employee” under PAGA.

22 114. As set forth in detail above, during all times relevant to this Action, Defendants
23 have routinely subjected Plaintiff and the Aggrieved Employees to violations of California Labor
24 Codes by:

25 a. Failing to pay Plaintiff and the Aggrieved Employees all earned minimum wage
26 compensation in violation of Labor Code §§ 1194 and 1198 *et seq.*

27 b. Failing to pay Plaintiff and the Aggrieved Employees all earned overtime
28

1 compensation in violation of Labor Code §§ 204, 510, 1194, and 1198 *et seq.*

2 c. Failing to provide legally required meal periods to Plaintiff and the Aggrieved
3 Employees, and failing to pay Plaintiff and the Aggrieved Employees an additional
4 hour of premium pay for meal period violations in violation of Labor Code §§
5 226.7 and 512.

6 d. Failing to provide authorize and permit Plaintiff and the Aggrieved Employees to
7 take duty-free rest periods, and failing to pay Plaintiff and the Aggrieved
8 Employees an additional hour of premium pay for rest period violations in
9 violation of Labor Code §§ 226.7 and 512.

10 e. Failing to timely pay Plaintiff and the Aggrieved Employees all wages at the end
11 of their employment in violation of Labor Code § 203.

12 f. Failing to timely pay Plaintiff and the Aggrieved Employees all wages owed
13 during employment in violation of Labor Code § 204.

14 g. Failing to furnish Plaintiff and the Aggrieved Employees with complete, accurate,
15 itemized wage statements in violation of Labor Code § 226.

16 h. Failing to maintain accurate records relating to Plaintiff and the Aggrieved
17 Employees' work periods, meal periods, total daily hours, hours per pay period,
18 total wages and compensation, and applicable pay rates in violation of Labor Code
19 § 1174(d) and the applicable IWC Wage Order.

20 i. Failing to reimburse Plaintiff and the Aggrieved Employees for necessary
21 business-related expenses in violation of Labor Code §§ 2800 and 2802.

22 j. Failing to pay reporting time wages to Plaintiff and Aggrieved Employees in
23 violation of Labor Code § 1198 and the applicable IWC Wage Order.

24 115. Pursuant to California Labor Code sections 2699 and 2699.5, Plaintiff,
25 individually and on behalf of the Aggrieved Employees and the State of California, requests and
26 is entitled to recover penalties against Defendants for the Labor Code violations described above,
27 including but not limited to penalties under California Code of Regulations Title 8 section 11140,
28

1 penalties under California Labor Code sections 2699, 210, 226, 226.3, 558, 1174.5, and 1197.1,
2 and any and all additional penalties and sums as provided by the California Labor Code and/or
3 other statutes. The exact amount of the applicable penalties, in all, is an amount to be shown
4 according to proof at trial.

5 116. Plaintiff has exhausted her administrative remedies pursuant to Labor Code §
6 2699.3. On October 14, 2014, Plaintiff, through her counsel of record, by online filing with the
7 Labor and Workforce Development Agency (“LWDA”) and by certified mail to the Defendants,
8 notified Defendants and the LWDA of the specific provisions of the Labor Code and IWC Wage
9 Orders that Defendants have violated, including the facts and theories to support the violations,
10 and of Plaintiff’s intent to bring a claim for civil penalties under PAGA. Plaintiff also paid the
11 filing fee required under Labor Code § 2699.3. As of the filing of this Complaint, more than sixty-
12 five (65) days have elapsed since the mailing of Plaintiff’s October 14, 2024 notice, and the
13 LWDA has not indicated that it intends to investigate the violations discussed in the notice.
14 Accordingly, Plaintiff may commence a civil action to recover penalties for herself and other
15 Aggrieved Employees pursuant to Labor Code § 2699.3.

16 117. Plaintiff was compelled to retain the services of counsel to file this court action to
17 protect her interests and the Aggrieved Employees, and to assess and collect the civil penalties
18 owed by Defendants. Plaintiff therefore seeks an award of reasonable attorneys’ fees and costs
19 pursuant to Labor Code § 2699(g)(1), and any other applicable statute.

20 118. Plaintiff may amend this complaint as a matter of right pursuant to California
21 Labor Code § 2699.3 as this complaint has been filed within sixty days of the time periods
22 specified in Labor Code § 2699.3.

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiffs, individually and on behalf of all other members of the general
25 public similarly situated, and Plaintiff LOPEZ SANTIAGO as a private attorney general, pray for
26 relief and judgment against Defendants, jointly and severally, as follows:

27 ///

Class Certification

1. That this Action be certified as a class action;
2. That Plaintiffs be appointed as the representatives of the Class;
3. That counsel for Plaintiffs be appointed as Class Counsel; and
4. That Defendants provide to Class Counsel immediately the names and most current/last known contact information (address, e-mail, and telephone numbers) of all Class Members.

As to the First Cause of Action

5. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 510 and 1198 and applicable IWC Wage Orders by willfully failing to pay all overtime wages due to Plaintiffs and other Class Members;
6. For general unpaid wages at overtime wage rates and such general and special damages as may be appropriate;
7. For pre-judgment interest on any unpaid overtime compensation commencing from the date such amounts were due;
8. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Labor Code section 1194; and
9. For such other and further relief as the Court may deem just and proper.

As to the Second Cause of Action

10. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders by willfully failing to provide all meal periods (including second meal periods) to Plaintiffs and the Class;
11. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at each employee's regular rate of compensation for each workday that a meal period was not provided;
12. For all actual, consequential, and incidental losses and damages, according to proof;

- 1 13. For premium wages pursuant to California Labor Code section 226.7;
- 2 14. For pre-judgment interest on any unpaid wages from the date such amounts were
- 3 due;
- 4 15. For reasonable attorneys' fees and costs of suit incurred herein; and
- 5 16. For such other and further relief as the Court may deem just and proper.

6 **As to the Third Cause of Action**

7 17. That the Court declare, adjudge, and decree that Defendants violated California

8 Labor Code section 226.7 and applicable IWC Wage Orders by willfully failing to provide all rest

9 periods to Plaintiffs and the Class;

10 18. That the Court make an award to Plaintiffs and the Class of one (1) hour of pay at

11 each employee's regular rate of compensation for each workday that a rest period was not

12 provided;

13 19. For all actual, consequential, and incidental losses and damages, according to

14 proof;

15 20. For premium wages pursuant to California Labor Code section 226.7;

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

17 due; and

18 22. For such other and further relief as the Court may deem just and proper.

19 **As to the Fourth Cause of Action**

20 23. That the Court declare, adjudge, and decree that Defendants violated California

21 Labor Code sections 1194, 1197, and 1197.1 by willfully failing to pay minimum wages to

22 Plaintiffs and the Class;

23 24. For general unpaid wages and such general and special damages as may be

24 appropriate;

25 25. For statutory wage penalties pursuant to California Labor Code section 1197.1 for

26 Plaintiffs and the Class in the amount as may be established according to proof at trial;

27 26. For pre-judgment interest on any unpaid compensation from the date such amounts

28

1 were due;

2 27. For reasonable attorneys' fees and costs of suit incurred herein pursuant to
3 California Labor Code section 1194(a);

4 28. For liquidated damages pursuant to California Labor Code section 1194.2; and

5 29. For such other and further relief as the Court may deem just and proper.

6 **As to the Fifth Cause of Action**

7 30. That the Court declare, adjudge, and decree that Defendants violated California
8 Labor Code sections 201, 202, and 203 by willfully failing to pay all compensation owed at the
9 time of termination of the employment of Plaintiffs and other Class Members no longer employed
10 by Defendants;

11 31. For all actual, consequential, and incidental losses and damages, according to
12 proof;

13 32. For statutory wage penalties pursuant to California Labor Code section 203 for
14 Plaintiffs and other Class Members who have left Defendants' employ;

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

17 34. For such other and further relief as the Court may deem just and proper.

18 **As to the Sixth Cause of Action**

19 35. That the Court declare, adjudge, and decree that Defendants violated California
20 Labor Code section 204 by willfully failing to pay all compensation owed at the time required by
21 California Labor Code section 204 to Plaintiffs and the Class;

22 36. For statutory penalties pursuant to California Labor Code section 210; and

23 37. For such other and further relief as the Court deems just and proper.

24 **As to the Seventh Cause of Action**

25 38. That the Court declare, adjudge, and decree that Defendants violated the record
26 keeping provisions of California Labor Code section 226(a) and applicable IWC Wage Orders as
27 to Plaintiffs and the Class, and willfully failed to provide accurate itemized wage statements
28

thereto;

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

40. For statutory penalties pursuant to California Labor Code section 226(e); and

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

As to the Eight Cause of Action

42. That the Court declare, adjudge, and decree that Defendants violated California Labor Code sections 2800 and 2802 by willfully failing to reimburse Plaintiffs and the Class for all necessary business-related expenses as required by California Labor Code sections 2800 and 2802;

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

44. For the imposition of civil penalties and/or statutory penalties;

45. For reasonable attorneys' fees and costs of suit incurred herein; and

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

As to the Ninth Cause of Action

47. That the Court declare, adjudge, and decree that Defendants violated California Business and Professions Code sections 17200, *et seq.* by failing to provide Plaintiffs and the Class all overtime compensation due to them, failing to provide all meal and rest periods to Plaintiffs and the Class, failing to pay at least minimum wages to Plaintiffs and the Class, failing to pay Plaintiffs' and other Class Members' wages timely as required by California Labor Code section 201, 202, and 204 and by violating California Labor Code sections 226(a), 1174(d), 2800, and 2802;

48. For restitution of unpaid wages to Plaintiffs and the Class and all pre-judgment interest from the day such amounts were due and payable;

49. For the appointment of a receiver to receive, manage and distribute any and all funds disgorged from Defendants and determined to have been wrongfully acquired by Defendants as a result of violation of California Business and Professions Code sections 17200, *et seq.*;

50. For reasonable attorneys' fees and costs of suit incurred herein pursuant to California Code of Civil Procedure section 1021.5;

51. For injunctive relief to ensure compliance with this section, pursuant to California Business and Professions Code sections 17200, *et seq.*; and

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

As to the Tenth Cause of Action

53. For statutory attorneys' fees and costs pursuant to section 2699(g)(1) of the California Labor Code;

54. For the imposition of civil penalties pursuant to California Labor Code §§ 2699, 210, 558, 226, 226.3, 1174.5, 1197.1, and all other penalties allowed by the California Labor Code and/or other applicable statutes; and

55. For such other relief as the Court deems just and proper.

Dated: December 31, 2024

PROTECTION LAW GROUP, LLP

By:

Ryan Chuman
Arnel O. Tan
Joseph Marshall
Christine V. Reyes
Attorneys for Plaintiffs
MAYRA LOPEZ SANTIAGO and
ANTONIO GONZALEZ

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PROOF OF SERVICE

Mayra Lopez Santiago, et al. v. Bravante Farm Management, LLC,

Case No.: MCV093262

STATE OF CALIFORNIA, COUNTY OF MADERA

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 149 Sheldon Street, El Segundo, California 90245. On January 08, 2025, I served the following document:

FIRST AMENDED CLASS ACTION AND REPRESENTATIVE ACTION COMPLAINT

BY ELECTRONIC SERVICE: Pursuant to CCP §1010.6 (b)(2) and California Rules of Court, Rule 2.250, I caused such documents to be served electronically at the e-mail addresses stated on the attached service list. Such e-mail transmissions were complete with no errors reported.

Javier I. Brito, Esq.
Tiereney Souza, Esq.
Ryan Eddings, Esq.
Monica King- Legal Assistant
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(Attorneys for Defendant BRAVANTE FARM MANAGEMENT, LLC)

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

Executed on January 08, 2025, at El Segundo, California.

Villarreal Jessica

Jessica Villarreal