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E-FILED
1/30/2025 11:46 AM
Superior Court of California
County of Fresno
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10 Attorneys for Sergio Cortes Lara., individually and on behalf of all similarly situated individuals
11 and all “aggrieved employees” pursuant to Labor Code § 2698 *et seq.*

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF FRESNO**

14 SERGIO CORTES LARA, individually and
15 all “aggrieved employees” pursuant to Labor
Code § 2698 *et seq.*,

16 Plaintiff,

17 v.

18 KMV FARM LABOR INC. a California
19 Corporation, and DOES 1 through 50,
inclusive,

20 Defendants.
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CASE NO: [25CECG00508](#)

**REPRESENTATIVE ACTION
COMPLAINT FOR PENALTIES
PURSUANT TO LABOR CODE § 2699(f)
FOR VIOLATIONS OF LABOR CODE
§§ 201, 202, 226(a), 226.7, 510, 512, AND
1194, AND PURSUANT TO LABOR CODE
§ 2699(a) FOR VIOLATIONS OF LABOR
CODE §§ 226.3, 226.8, AND 558.**

1 Plaintiff SERGIO CORTES LARA (“Plaintiff”), on behalf of himself and others as an
2 “aggrieved employee” under the Labor Code Private Attorneys General Act of 2004, complains of
3 KMV FARM LABOR INC., a California corporation, and/or any subsidiaries or affiliated companies
4 (hereinafter referred to as “Defendants”), as follows:

5 **I.**

6 **INTRODUCTION AND FACTUAL BACKGROUND**

7 1. This is a Representative Action, pursuant to Labor Code § 2698 *et seq.*, on behalf of
8 Plaintiff and other California employees who currently work or formerly worked for Defendants
9 (“Aggrieved Employees”).

10 2. For at least one (1) year prior to the filing of this action and at least one (1) year prior
11 to the date Plaintiff began the process of exhausting the administrative requirements, pursuant to
12 Labor Code § 2698 *et seq.*, and continuing to the present (the “liability period”), Defendants have had
13 consistent policies of:

14 a. Failing to pay non-exempt Aggrieved Employees all minimum and overtime
15 wages earned during the course of employment, in violation of Labor Code §§ 510, 558, and 1194.
16 Non-exempt Aggrieved Employees were not always paid all minimum wages and overtime wages
17 due, in part because they were not on the payroll for work performed on Saturdays, among other
18 reasons. They also worked off the clock on certain days while they were classified as independent
19 contractors. This off the clock work deprived non-exempt Aggrieved Employees of all minimum and
20 overtime wages due. This violates Labor Code §§ 510, 558, and 1194;

21 b. Failing to pay premium wages to non-exempt Aggrieved Employees who were
22 denied proper meal periods, in violation of Labor Code §§ 226.7 and 512 and IWC Wage Order 14-
23 2001. Non-exempt Aggrieved Employees were routinely denied, and not authorized to take, a proper,
24 timely, uninterrupted, 30-minute meal period for every shift worked that exceeded five hours, or a
25 second proper, timely, uninterrupted, 30-minute meal period for every shift worked that exceeded ten
26 hours, but were not paid premium wages of one hour’s pay for each missed first or second meal
27 period. When they were able to take a meal period, they were oftentimes late, cut short, or interrupted,
28 in violation of Labor Code §§ 226.7 512, and 558, and IWC Wage Order 14-2001;

1 c. Failing to pay premium wages to non-exempt Aggrieved Employees who were
2 denied rest periods, in violation of Labor Code § 226.7 and IWC Wage Order No. 14-2001. non-
3 exempt Aggrieved Employees were routinely unable to take a 10-minute rest period for every four
4 (4) hours of work or major fraction thereof, but were not paid premium wages of one hour's pay for
5 each missed rest period. This violates Labor Code §§ 226.7, 558, and IWC Wage Order 14-2001;

6 d. Failing to provide Plaintiff and Aggrieved Employees with wage statements
7 that fully and accurately itemized the requirements set forth in Labor Code § 226(a). Plaintiff and
8 other non-exempt Aggrieved Employees were not paid all minimum and overtime wages due and
9 meal and rest period premium wages due. As such, the wage statements provided by Defendants failed
10 to accurately state all gross wages earned, in violation of Labor Code §§ 226(a)(1) and 226.3, total
11 hours worked, in violation of Labor Code §§ 226(a)(2) and 226.3, net wages earned, in violation of
12 Labor Code §§ 226(a)(5) and 226.3, and all applicable hourly rates in effect during the pay period
13 and the corresponding number of hours worked, Labor Code §§ 226(a)(9) and 226.3. Moreover
14 sometimes Defendants failed to issue wage statements to Plaintiff and all Aggrieved Employees, in
15 violation of Labor Code §§ 226(a) and 226.3; and

16 e. Failing to timely pay Plaintiff and other Aggrieved Employees all wages due
17 at the separation of their employment based on the time frames required by Labor Code §§ 201 and
18 202. As stated above, Plaintiff and Aggrieved Employees were not paid all wages due during the
19 course of their employment and, as a result of this failure, they were not timely paid all wages due at
20 the separation of their employment. This violates Labor Code §§ 201-202 and is alleged on behalf of
21 other Aggrieved Employees who have ended their employment with Defendants.

22 f. Misclassifying Plaintiff and other Aggrieved Employees as independent
23 contractors during their employment with Defendants pursuant to Labor Code § 226.8. Despite
24 performing duties and tasks characteristic of employees, these individuals were improperly classified
25 as independent contractors and were paid primarily in cash and personal checks. This practice
26 deprived Plaintiff and other Aggrieved Employees of the rights and protections afforded to employees
27 under the California Labor Code, including but not limited to minimum wage, overtime pay, meal
28 and rest breaks, wage statement requirements, in violation of Labor Code §§ 226, 226.7, 510, 512,

1 and 1194. This misclassification was a deliberate attempt by Defendants to avoid compliance with
2 their obligations under California labor laws.

3 3. Plaintiff, on behalf of himself and all Aggrieved Employees pursuant to Labor Code §
4 2698 *et seq.*, seeks civil penalties for Defendants' violations of the California Labor Code.

5 4. Venue is proper in this judicial district, pursuant to Code of Civil Procedure § 395.
6 The Labor Code violations alleged against Defendants herein arose in Fresno County, California.

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8 II.

9 PARTIES

10 A. Plaintiff

11 5. Plaintiff SERGIO CORTES LARA was employed by Defendants from April 2023
12 through February 2024, as a misclassified independent contractor that was paid primarily in cash and
13 personal checks in Fresno County, California. On or around February 2024 through September 2024,
14 Plaintiff was reclassified as a non-exempt employee in Fresno County, California.

15 B. Defendant

16 6. Defendant KMV FARM LABOR INC., is a California corporation. Defendant KMV
17 FARM LABOR INC employed Plaintiff and Aggrieved Employees in Fresno County, California.

18 7. The true names and capacities, whether individual, corporate, associate, or otherwise,
19 of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who
20 therefore sues Defendants by such fictitious names under Code of Civil Procedure § 474. Plaintiff is
21 informed and believes, and based thereon alleges, that each of the Defendants designated herein as a
22 DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will
23 seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants
24 designated hereinafter as DOES when such identities become known.

25 8. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted
26 in all respects pertinent to this action as the agent of the other Defendant, carried out a joint scheme,
27 business plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally
28 attributable to the other Defendants.

9. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code as alleged herein.

III.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

**PLAINTIFF AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS
PENALTIES PURSUANT TO LABOR CODE § 2699(f) FOR VIOLATIONS OF LABOR
CODE §§ 201, 202, 226(a), 226.7, 510, 512, 1194, AND PURSUANT TO LABOR CODE §
2699(a) FOR VIOLATIONS OF LABOR CODE §§ 226.3, 226.8 AND 558**

10. Plaintiff incorporates paragraphs 1 through 9 of this Complaint as though fully set forth herein.

11. As a result of the acts alleged above, including the Labor Code violations set forth in paragraph 2 above, Plaintiff seeks civil penalties pursuant to Labor Code §§ 2698 *et seq.*

12. For each such violation, Plaintiff and all other Aggrieved Employees are entitled to penalties and other relief in an amount to be shown at the time of trial subject to the following formula:

a. Pursuant to Labor Code § 2699(f), \$100 for each initial violation and \$200 for each subsequent violation of Labor Code §§ 201, 202, 226(a), 226.7, 510, 512, and 1194; and

b. Pursuant to Labor Code § 2699(a), the penalties as authorized by Labor Code §§ 226.3, 226.8 and 558.

13. Civil penalties recovered will be allocated 65% to the Labor and Workforce Development Agency, and 35% to the affected employees.

14. On November 21, 2024, Plaintiff sent a letter, by online submission to the LWDA and by certified mail, return receipt requested, to Defendants setting forth the facts and theories of the violations alleged against Defendant, as prescribed by Labor Code § 2698 *et seq.* Pursuant to Labor Code § 2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA within sixty-five (65) calendar days of November 21, 2024. No Defendants cured or attempted to cure any of the alleged

1 violations. Plaintiff may therefore commence this action to seek civil penalties pursuant to Labor
2 Code § 2698 *et seq.*

3 Wherefore, Plaintiff and the Aggrieved Employees he seeks to represent request relief as
4 described below.

5 **IV.**

6 **RELIEF REQUESTED**

7 WHEREFORE, Plaintiff prays for the following relief:

- 8 1. For civil penalties pursuant to Labor Code § 2698 *et seq.* for Plaintiff and all other
9 Aggrieved Employees;
- 10 2. An award providing for payment of costs of suit pursuant to Labor Code § 2699(g)(1)
11 and other applicable law;
- 12 3. An award of attorneys' fees pursuant to Labor Code § 2699(g)(1) and other applicable
13 law; and
- 14 4. Such other and further relief as this Court may deem just and proper.

15
16 Dated: January 30, 2025

Respectfully submitted,

17 HALAVI LAW, INC.

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19 By:



20 NAVEED HALAVI
21 Attorney for Plaintiff
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