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

ANA RUTH MIRANDA MORALES, as an
individual, and on behalf of all others similarly
situated,

Plaintiff,

v.

FRUIT WORLD FARMING, INC., a
California corporation; FRUIT WORLD
NURSERY, INC., a California corporation;
and DOES 1 through 100, inclusive,

Defendants.

Case No. 24CV104787

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, 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);**
- (9) **FAILURE TO PROVIDE PAID
SICK LEAVE (LABOR CODE §§
233, 245.5, 246, 246.5); AND**

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

**DEMAND FOR JURY TRIAL
UNLIMITED CIVIL CASE**

1 Plaintiff Ana Ruth Miranda Morales (hereinafter “Plaintiff”), as an individual, and on
2 behalf of all others similarly situated, hereby brings this First Amended Class and Representative
3 Action Complaint against Fruit World Farming, Inc.; Fruit World Nursery, Inc.; and DOES 1 to
4 100, inclusive (collectively “Defendants”), and on information and belief alleges as follows:

5 **JURISDICTION**

6 1. Plaintiff hereby brings this First Amended Class and Representative Action
7 Complaint for recovery of unpaid wages and penalties under California Business and Professions
8 Code § 17200 *et seq.*, Labor Code §§ 201-204, 226 *et seq.*, 226.2, 226.7, 233, 245.5, 246, 246.6,
9 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and Industrial Welfare
10 Commission Wage Order 14 (“Wage Order 14”), in addition to seeking declaratory relief and
11 restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382. This
12 Court has jurisdiction over Defendants’ violations of the California Labor Code because the
13 amount in controversy exceeds this Court's jurisdictional minimum.

14 **VENUE**

15 2. Venue is proper in this judicial district pursuant to California Code of Civil
16 Procedure §§ 395(a) and 395.5, as at least some of the acts and omissions complained of herein
17 occurred in the County of Alameda. Defendants own, maintain offices, transact business, have an
18 agent or agents within the County of Alameda, and/or otherwise are found within the County of
19 Alameda, and Defendants are within the jurisdiction of this Court for purposes of service of
20 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, 226 *et seq.*, 226.2, 226.7, 233, 245.5 246, 246.6, 510, 512, 516, 558, 1182.12, 1194,

1 1194.2, 1197, 1198, 2698 *et seq.*, 2802 California Business and Professions Code § 17200 *et seq.*
2 (“Unfair Competition Law”), and Wage Order 14, which sets employment standards for the
3 agricultural 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 in the agricultural industry, employed Plaintiff within Alameda County
7 and the state of California and, therefore, were (and are) doing business in Alameda County and
8 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 **GENERAL FACTUAL ALLEGATIONS**

4 9. Plaintiff worked for Defendants from approximately March 2023 to February 27,
5 2024. Plaintiff worked as a general laborer and she performed tasks such as planting avocados
6 oranges, mandarins and lemons in greenhouses. Plaintiff was generally scheduled to work for 5
7 or 6 days per week and for 8 or 9 hours and up to 10 hours per day starting at times ranging
8 between 5:00 a.m. and 7:00 a.m. depending on her supervisor's instruction. However, Plaintiff
9 often worked longer hours.

10 10. Throughout the duration of Plaintiff's employment with Defendants, Plaintiff and
11 other non-exempt employees were not paid for all hours worked as Defendants would not
12 accurately keep track of their actual hours worked. Upon information and belief, the time records
13 maintained by Defendants were not reflective of the actual number of hours that Plaintiff and
14 other non-exempt employees actually worked. Plaintiff and other non-exempt employees wrote
15 down their start and end times each day on a timesheet. However, Plaintiff's paystubs do not
16 reflect a breakdown of hours worked per day. Instead, the paystubs reflect a breakdown of hours
17 worked per code number per week, but the significance of the code number is unclear as is the
18 method used to track hours per code number. The paystubs also reflected only rounded hours and
19 approximately 40 hours worked each week, thus suggesting that Defendants shaved time worked
20 by Plaintiff and other non-exempt employees. Further, Defendants instructed Plaintiff and other
21 non-exempt employees to arrive 30 minutes before their scheduled start times. Defendants gave
22 the instruction that only employees standing in front of the shop door 15 minutes before the
23 scheduled start time would be admitted through the door to begin the work day. All other
24 employees would be penalized by waiting another hour without pay to be admitted to the shop.
25 Upon entering the shop, Defendants instructed Plaintiff and other non-exempt employees to write
26 down their scheduled start time on the timesheet, even though they arrived earlier. Additionally,
27 during the 15 minutes prior to the scheduled start time, Plaintiff and other non-exempt employees
28 performed other tasks such as putting on their boots and searching for their tool boxes from the

1 previous day or washing a plastic knife and gloves if they were tasked with splitting avocados.
2 Even though Plaintiff and other non-exempt employees usually wrote down their scheduled start
3 times on their timesheets, Defendants also instructed Plaintiff and other non-exempt employees
4 that their paid time would only start after they walked at least 5 minutes from the shop to the
5 greenhouse that they were scheduled to work at. Plaintiff estimates that she spent at least 35
6 minutes each day working outside of her scheduled work hours and that she worked an average
7 of 9 hours per day on 5 or 6 days per week for an average of 49.5 hours per week. Overall,
8 Plaintiff estimates that Defendants failed to pay her and other non-exempt employees for at least
9 approximately more than 9.5 hours each week of time worked off the clock and time shaved from
10 the timesheets.

11 11. Furthermore, Plaintiff and other non-exempt employees worked overtime hours,
12 based on the requirements of Wage Order 14, but did not receive overtime compensation equal
13 to one and one-half times their regular rates of pay for all overtime hours worked. Upon
14 information and belief, Defendants systematically failed to pay overtime compensation due to
15 Plaintiff and other non-exempt employees for the hours that they worked off the clock. As
16 discussed above, Plaintiff and other non-exempt employees worked at least approximately 9.5
17 hours per week without any compensation at all. As a result, Defendants failed to ensure that
18 Plaintiff and other non-exempt employees were being paid at least the minimum wage for all
19 hours actually worked, and failed to ensure that Plaintiff and other non-exempt employees
20 received proper overtime wages for all overtime hours worked, in compliance with Wage Order
21 14.

22 12. Plaintiff and other non-exempt employees were not authorized to take all legally
23 required rest periods. At least once per week, Plaintiff and other non-exempt employees did not
24 receive an uninterrupted rest period every four hours because Defendants instead required
25 Plaintiff and other non-exempt employees to perform tasks such as removing plants that were
26 scheduled to be taken away for selling. Plaintiff and other non-exempt employees almost never
27 received a compliant third rest period throughout their employment with Defendants on the
28 occasions when they worked beyond 10 hours in a work day. Despite Defendants' failure to

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

8 13. Defendants also did not provide Plaintiff and other non-exempt employees with a
9 legally compliant first meal period when they worked shifts in excess of 5.0 hours or a legally
10 compliant second meal period when they worked shifts longer than 10 hours. At least 2 or 3 times
11 per week, Plaintiff and other non-exempt employees experienced meal period violations by either
12 not getting a meal period at all or starting the meal period after the 5th hour. On these dates,
13 Defendants instructed Plaintiff and other non-exempt employees to rush to finish tasks such as
14 removing plants before starting the meal periods because the plants were scheduled to be taken
15 away for selling. Sometimes Defendants told Plaintiff and other non-exempt employees that they
16 would end the workday earlier for skipping their meal periods. Even though Plaintiff and other
17 non-exempt employees occasionally worked a shift in excess of 10 hours per day, Plaintiff and
18 other non-exempt employees were almost never permitted to exercise their right to a second meal
19 period. Despite Defendants' failure to provide Plaintiff and other non-exempt employees with all
20 lawful meal periods due to their uniform and unlawful practices, Defendants never provided
21 Plaintiff and other non-exempt employees with an hour of pay at their regular rate for each meal
22 period violation as required by Labor Code § 226.7. Upon information and belief, during at least
23 a portion of the class period, Defendants maintained no payroll code or another mechanism for
24 the payment of meal period premiums in the event Plaintiff and other non-exempt employees
25 were not authorized to take lawful meal periods.

26
27 14. Furthermore, Defendants failed to adequately reimburse Plaintiff and other non-
28 exempt employees for all reasonable and necessary work expenditures, including but not limited

1 to, requiring Plaintiff to purchase staples for plant-tying necessary business purposes. Plaintiff
2 was not ever provided any reimbursement for this necessary use.

3 15. Defendants have maintained inaccurate payroll records, failed to timely pay all
4 wages owed to employees, and failed to timely pay separating employees at the time of their
5 separation, and issued inaccurate wage statements. This is in part a result of Defendants' failure
6 to accurately compensate Plaintiff and other non-exempt employees for all minimum and
7 overtime wages, and failure to pay premium pay for failing to provide all required meal periods
8 and authorize all rest periods.

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

19 17. Defendants failed to meet their obligations to provide paid sick leave to Plaintiff
20 and other non-exempt employees under Labor Code § 246(b) which requires that employers
21 authorize and permit their employees who worked 30 or more days within a year to accrue paid
22 leave, and to allow them to exercise paid sick leave on or after their 90th day of employment.
23 Despite meeting all of the statutory requirements for being able to accrue and utilize paid sick
24 leave, Plaintiff and other non-exempt employees were not provided paid sick leave on occasions
25 where they needed to take a "sick day" in violation of Labor Code § 246(b).
26

27 18. Finally, Defendants failed to conform to the requirements of Labor Code § 2810.5
28 by failing to provide Plaintiff and other aggrieved employees written notices, in the language

1 normally used to communicate employment related information to the employees, containing
2 information regarding their: i) rate(s) of pay and the basis thereof; ii) allowances claimed as part
3 of the minimum wage; iii) regular payday designated by the employer; iv) the legal name of the
4 employer; v) the address of the legal entity that is the employer; vi) the telephone number of the
5 employer; vii) identifying information for the employer's workers' compensation insurance
6 carrier; and viii) information informing the employee of their right to accrue and use paid sick
7 leave. Despite maintaining an obligation to provide these disclosures to Plaintiff and other
8 aggrieved employees, Defendants failed to do so, in violation of Labor Code § 2810.5.

9
10 **CLASS ACTION ALLEGATIONS**

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

- 13 a. The Minimum Wage Class consists of all current and former non-exempt
14 employees of Defendants who performed in California and were subject to
15 Defendants' timekeeping systems and/or practices during the four years
16 immediately preceding the filing of this lawsuit through the present.
- 17 b. The Overtime Wage Class consists of all current and former non-exempt
18 employees of Defendants who performed work for in California and who worked
19 overtime hours during the four years immediately preceding the filing of this
20 lawsuit through the present.
- 21 c. The Rest Period Class consists of all current and former non-exempt employees of
22 Defendants who performed work in California and who worked at least one shift
23 in excess of 3.5 hours during the four years immediately preceding the filing of
24 this lawsuit through the present.
- 25 d. The Meal Period Class consists of all current and former non-exempt employees
26 of Defendants who performed work in California and: (i) worked at least one shift
27 in excess of 5.0 hours without a meal period of at least 30 minutes in duration
28 commencing prior to the conclusion of the fifth hour of work, and who do not have

a corresponding meal period premium payment made for such shifts and/or (ii) worked at least one shift in excess of 10.0 hours while performing work for Defendants in California without a second meal period of at least 30 minutes in duration commencing prior to the conclusion of the tenth hour of work, and who do not have a corresponding meal period premium payment made for such shifts during the four years preceding the filing of this lawsuit through the present.

e. The Employee Expense Class consists of all current and former non-exempt employees of Defendants who performed work in California who were not reimbursed for expenses in the performance of their job duties, including, but not limited to purchasing staples for the necessary business purpose of plant-tying during the four years immediately preceding the filing of this lawsuit to the present.

f. The Wage Statement Class consists of all members of the Rest Period Class, Minimum Wage Class, Overtime Class, and/or Meal Period Class who received a wage statement from Defendants during the one year immediately preceding the filing of this lawsuit through the present.

g. The Waiting Time Class consists of all of Defendants' formerly employed non-exempt employees who performed work in California and were subject to Defendants' timekeeping systems and/or practices, during the three years immediately preceding the filing of this lawsuit through the present.

h. The Sick Leave Class consists of all current and former non-exempt employees of Defendants who performed work in California who worked at least 30 days in a one-year period during the four years immediately preceding the filing of this lawsuit through the present.

20. **Numerosity/Ascertainability:** The members of the Classes are so numerous that joinder of all members would be unfeasible and not practicable. The membership of the Classes is unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number

greater than fifty (50) individuals. The identity of such membership is readily ascertainable via inspection of Defendants' employment records.

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

- i. Whether Defendants paid all minimum wages owed for all hours worked to members of the Minimum Wage Class pursuant to Labor Code §§ 1182.12, 1194, 1194.2, and 1197;
- ii. Whether Defendants violated the applicable Labor Code provisions, including, but not limited to, §§ 510 and 1194 and Wage Order 14 by requiring members of the Overtime Wage Class to perform overtime work and not paying for said work in accordance with the overtime laws of the State of California;
- iii. Whether Defendants' timekeeping policies/practices resulted in the failure to properly compensate members of the Minimum Wage Class;
- iv. Whether Defendants provided all legally compliant meal periods to members of the Meal Period Class pursuant to Labor Code §§ 226.7 and 512;
- v. Whether Defendants provided all legally compliant rest periods to members of the Rest Period Class pursuant to Labor Code §§ 226.7 and 516;
- vi. Whether Defendants failed to 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;
- 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; and
- ix. Whether Defendants provided members of the Sick Leave Class with paid sick

1 leave on occasions where they needed to take a “sick day.”

2 22. **Predominance of Common Questions:** Common questions of law and fact
3 predominate over questions that affect only individual members of the Classes. The common
4 questions of law set forth above are numerous and substantial and stem from Defendants’ policies
5 and/or practices applicable to each individual class member, such as Defendants’ uniform
6 timekeeping policies and practices, meal and rest period policies and practices, non-
7 reimbursement policies and practices, wage statement policies and practices, and the policies and
8 practices regarding the timely payment of final wages. As such, the common questions
9 predominate over individual questions concerning each individual class member’s showing as to
10 his or her eligibility for recovery or as to the amount of his or her damages.

11 23. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
12 Plaintiff was employed by Defendants as a non-exempt employee in California during the
13 statute(s) of limitations period applicable to each cause of action pled in the Complaint. As alleged
14 herein, Plaintiff, like the members of the Classes, was subject to Defendants’ meal/rest period and
15 timekeeping policies and practices, was subjected to Defendants’ unlawful failure to reimburse
16 business expenses, was provided inaccurate wage statements, and was not paid all wages earned
17 at the time of his separation of employment.

18 24. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
19 to represent fairly and adequately the interests of the members of the Classes. Moreover,
20 Plaintiff’s attorneys are ready, willing and able to fully and adequately represent the members of
21 the Classes and Plaintiff. Plaintiff’s attorneys have prosecuted and defended numerous wage-
22 and-hour class actions in state and federal courts in the past and are committed to vigorously
23 prosecuting this action on behalf of the members of the Classes.

24 25. **Superiority:** The California Labor Code is broadly remedial in nature and serves
25 an important public interest in establishing minimum working conditions and standards in
26 California. These laws and labor standards protect the average working employee from
27 exploitation by employers who have the responsibility to follow the laws and who may seek to
28

1 take advantage of superior economic and bargaining power in setting onerous terms and
2 conditions of employment. The nature of this action and the format of laws available to Plaintiff
3 and members of the Classes make the class action format a particularly efficient and appropriate
4 procedure to redress the violations alleged herein. If each employee were required to file an
5 individual lawsuit, Defendants would necessarily gain an unconscionable advantage since they
6 would be able to exploit and overwhelm the limited resources of each individual plaintiff with
7 their vastly superior financial and legal resources. Moreover, requiring each member of the
8 Classes to pursue an individual remedy would also discourage the assertion of lawful claims by
9 employees who would be disinclined to file an action against their former and/or current employer
10 for real and justifiable fear of retaliation and permanent damages to their careers at subsequent
11 employment. Further, the prosecution of separate actions by the individual class members, even
12 if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
13 with respect to the individual class members against Defendants herein; and which would
14 establish potentially incompatible standards of conduct for Defendants; and/or legal
15 determinations with respect to individual class members which would, as a practical matter, be
16 dispositive of the interest of the other class members not parties to adjudications or which would
17 substantially impair or impede the ability of the class members to protect their interests. Further,
18 the claims of the individual members of the Classes are not sufficiently large to warrant vigorous
19 individual prosecution considering all of the concomitant costs and expenses attending thereto.
20 As such, the Classes (as defined herein) are maintainable as a Class under § 382 of the Code of
21 Civil Procedure.
22

23 **FIRST CAUSE OF ACTION**

24 **MINIMUM WAGE VIOLATIONS**

25 **(AGAINST ALL DEFENDANTS)**

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

27 27. Wage Order 14, § 4 and California Labor Code §§ 1197 and 1182.12 establish the
28 right of employees to be paid minimum wages for all hours worked in amounts set by state law.

1 Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal
2 minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with
3 attorneys' fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid
4 wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform
5 their pay practices to the requirements of the law by failing to pay Plaintiff and the Minimum
6 Wage Class for all hours actually worked including, but not limited to, all hours he was subject
7 to the control of Defendants and/or suffered or permitted to work under the California Labor Code
8 and Wage Order 14.

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

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

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

25 **SECOND CAUSE OF ACTION**

26 **FAILURE TO PAY ALL OVERTIME WAGES**

27 **(AGAINST ALL DEFENDANTS)**

28 31. Plaintiff re-allege and incorporates by reference all previous paragraphs.

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

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

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

THIRD CAUSE OF ACTION
MEAL PERIOD VIOLATIONS
(AGAINST ALL DEFENDANTS)

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

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

37. As a result, Defendants are responsible for paying premium compensation for meal period violations including interest thereon, as well as statutory penalties, civil penalties, and costs of suit, pursuant to Labor Code §§ 226.7, 512, and 558, Wage Order 14, and Civil Code §§

3287(b) and 3289.

FOURTH CAUSE OF ACTION

REST PERIOD VIOLATIONS

(AGAINST ALL DEFENDANTS)

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

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

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

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

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

(AGAINST ALL DEFENDANTS)

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

43. This cause of action is brought pursuant to Labor Code §§ 201-203, which requires 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.

44. 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 & 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.

45. 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)

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

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

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

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

1 **SEVENTH CAUSE OF ACTION**

2 **UNFAIR COMPETITION**

3 **(AGAINST ALL DEFENDANTS)**

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

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

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

17 53. Because Plaintiff is a victim of Defendants' unfair and/or unlawful conduct alleged
18 herein, Plaintiff for himself and on behalf of the members of the Classes, seek full restitution of
19 monies, as necessary and according to proof, to restore any and all monies withheld, acquired
20 and/or converted by Defendants pursuant to Business and Professions Code §§ 17203 and 17208.

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

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

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1 **EIGHTH CAUSE OF ACTION**

2 **FAILURE TO REIMBURSE BUSINESS EXPENSES**

3 **(AGAINST ALL DEFENDANTS)**

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

5 57. At all relevant times herein, Defendants were subject to Labor Code § 2802, which
6 states that “an employer shall indemnify his or her employees for all necessary expenditures or
7 losses incurred by the employee in direct consequence of the discharge of his or her duties, or of
8 his or her obedience to the directions of the employer...”

9 58. Due to Defendants’ unlawful policy and practice of requiring employees to
10 purchase overalls, boots, pay for uniform maintenance and utilize their personal cell phones in
11 the performance of their work duties, Defendants have violated Labor Code § 2802.

12 59. Plaintiff and the members of the Employee Expense Class are entitled to attorneys’
13 fees and costs of suit pursuant to Labor Code § 2802(c) for bringing this action.

14 60. Pursuant to Labor Code §2802(b), any action brought for the reimbursement of
15 necessary expenditures carries interest at the same rate as judgments in civil actions. Thus,
16 Plaintiff and members of the Employee Expense Class are entitled to interest, which shall accrue
17 from the date on which they incurred the initial necessary expenditure.

18 **NINTH CAUSE OF ACTION**

19 **FAILURE TO PROVIDE PAID SICK LEAVE**

20 **(AGAINST ALL DEFENDANTS)**

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

22 62. This cause of action is brought pursuant to Labor Code §§ 233, 246, and 246.5,
23 which provide that an employer shall not deny an employee the right to use sick leave, and Labor
24 Code § 233 provides a private right of action for the failure to permit and authorize exercise of
25 accrued paid sick leave.

26 63. At all times relevant herein, Defendants were required to permit and authorize
27 Plaintiff and members of the Sick Leave Class to accrue and exercise their accrued paid sick leave
28 pursuant to California Labor Code §§ 233, 245.5, 246 and 246.5. Further, at all times relevant

herein, Defendants were subject to Labor Code § 246(b)(1) which states that “[a]n employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment...”

64. Due to Defendants’ unlawful policy and practice of preventing Plaintiff and members of the Sick Leave Class from receiving their accrued paid sick leave, Defendants have violated California Labor Code §§ 233, 245.5, 246 and 246.5.

65. The foregoing policies and practices are unlawful and create entitlement to recovery by Plaintiff and the Sick Leave Class in a civil action for damages and attorneys’ fees and costs, according to California Labor Code § 233 and Civil Code §§ 3287 and 3289.

TENTH CAUSE OF ACTION

PRIVATE ATTORNEYS GENERAL ACT

(AGAINST ALL DEFENDANTS)

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

67. Defendants have committed several Labor Code violations against Plaintiff, members of the Classes, and other aggrieved employees. Plaintiff, an “aggrieved employee” within the meaning of Labor Code § 2698 et seq., acting on behalf of himself and other aggrieved employees, brings this representative action against Defendants to recover the civil penalties due to Plaintiff, the members of the Classes, other aggrieved employees, and the State of California according to proof pursuant to Labor Code § 558 and § 2699 (a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to pay each employee and \$200 for each subsequent violation or willful or intentional violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for each initial violation and \$200 for each subsequent

violation per employee per pay period for those violations of the Labor Code for which no civil penalty is specifically provided, based on the following Labor Code violations:

- a. Failing to pay minimum wages for all hours worked to Plaintiff, the Minimum Wage Class, and other aggrieved employees in violation of Labor Code §§ 551-552, 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- b. Failing to 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 non-exempt 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 in violation of 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 non-exempt employees in violation of Labor Code § 2810.5;

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

68. On December 26, 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 67 (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.

69. 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;

1 4. Upon the First Cause of Action, for payment of minimum wages, liquidated
2 damages, and penalties according to proof pursuant to Labor Code §§ 1182.12, 1194, 1194.2,
3 1198 and Wage Order 14 § 5(A);

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

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

9 7. Upon the Fourth Cause of Action, for compensatory, consequential, general and
10 special damages according to proof pursuant to Labor Code §§ 226.2, 226.7, 516, and 558;

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

13 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
14 226;

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

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

20 12. Upon the Ninth Cause of Action for compensatory, consequential, general and
21 special damages according to proof pursuant to Labor Code § 233;

22 13. Upon the Tenth Cause of Action, for (1) \$100.00 for each initial violation for each
23 failure to pay each employee and \$200 for each subsequent violation or willful or intentional
24 violation pursuant to Labor Code § 210 for each failure to pay each employee, plus 25% of the
25 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
26 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
27 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per
28 employee per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent

1 violation pursuant to Labor Code § 226.3 per employee per pay period; and/or (5) \$100.00 for
2 each initial violation and \$200 for each subsequent violation per employee per pay period for the
3 violations of the Labor Code Sections cited in Labor Code § 2699.5;

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

6 15. On all causes of action, for attorneys' fees and costs as provided by Labor Code
7 §226, and Code of Civil Procedure § 1021.5; and

8 16. For such other and further relief the Court may deem just and proper.

9
10 Dated: March 18, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

11
12 By:



Daniel J. Brown
Kathleen J. Becket
Attorneys for Plaintiff

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17 **DEMAND FOR JURY TRIAL**

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

19
20
21 Dated: March 18, 2025

Respectfully submitted,
STANSBURY BROWN LAW, PC

22
23 By:



Daniel J. Brown
Kathleen J. Becket
Attorneys for Plaintiff

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On March 18, 2025 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 March 18, 2025, at South Gate, CA.

Laura Romero

Laura Romero

SERVICE LIST

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