

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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Brian J. Mankin, Esq. [CSB No. 216228]
brian@lmlfirm.com
Peter J. Carlson, Esq. [CSB No. 295611]
peter@lmlfirm.com
LAUBY, MANKIN & LAUBY LLP
5198 Arlington Avenue, PMB 513
Riverside, CA 92504
Tel: (951) 320-1444 | Fax: (951) 320-1445

BY:  Yvonne Taylor, Deputy

Attorneys for Plaintiff, on a representative basis and on behalf of all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

CINDY CARRANZA, individually, on a
representative basis, and on behalf of all
others similarly situated;

Plaintiff,

vs.

DREAMFIELDS BRANDS INC., a
California Corporation; and DOES 1 through
20, inclusive;

Defendants.

Case No.: CIVSB 2216530
*[Assigned to Hon. Judge David Cohn, Dept
S26, for all purposes]*

FIRST AMENDED COMPLAINT

CLASS ACTION CLAIMS

- (1) Failure to Pay Minimum Wages;
- (2) Failure to Pay Overtime Wages;
- (3) Failure to Provide Meal Periods;
- (4) Failure to Provide Rest Breaks;
- (5) Failure to Reimburse Bus. Expenses;
- (6) Failure to Timely Pay Final Wages;
- (7) Failure to Provide Accurate Itemized Wage Statements;
- (8) Unfair and Unlawful Competition;

PAGA CLAIMS

- (9) Failure to Pay Minimum Wages;
- (10) Failure to Pay Overtime Wages;
- (11) Failure to Provide Meal Periods;
- (12) Failure to Provide Rest Breaks;
- (13) Failure to Reimburse Bus. Expenses;
- (14) Failure to Timely Pay Wages Each Period;
- (15) Failure to Timely Pay Final Wages; and
- (16) Failure to Provide Accurate Itemized Wage Statements;

JURY TRIAL DEMANDED

Complaint filed: 8/2/2022

1 Plaintiff Cindy Carranza ("Plaintiff") on behalf of herself, on a representative basis, and
2 on behalf of others similarly situated, complains and alleges as follows.

3 **I. INTRODUCTION AND GENERAL ALLEGATIONS**

4 1. Plaintiff brings this action against her former employer(s), Dreamfields Brands
5 Inc. and DOES 1 through 20, inclusive, (collectively, "Defendants") on behalf of all current and
6 former nonexempt employees employed by Defendants in California (the "Class" or
7 "Represented Employees"), for Labor Code violations stemming from Defendants' failure to pay
8 all wages owed, including minimum, regular, and overtime wages, failure to provide meal
9 periods, failure to provide rest breaks, failure to reimburse business expenses, failure to timely
10 pay wages upon separation of employment, and failure to provide accurate itemized wage
11 statements.

12 2. Plaintiff was employed by Defendants from approximately January through July
13 2022.

14 3. Plaintiff alleges on information and belief that the Represented Employees were
15 subjected to the same policies, working conditions, and corresponding wage and hour violations
16 to which Plaintiff was subjected during employment.

17 4. Plaintiff and the Represented Employees were not provided all minimum, regular,
18 and overtime wages due to Defendants' failure to accurately record and compensate for all hours
19 worked. As one specific example, Plaintiff and the Represented Employees were frequently
20 denied meal periods and/or forced to take short meal periods (less than 30 minutes). However,
21 despite that Plaintiff and the Represented Employees did not take such meal periods (and/or did
22 not take a full 30 minutes), Defendants altered the timekeeping records to reflect a 30-minute
23 meal period on each such occasion. This resulted in a failure to pay minimum/regular wages
24 (since Plaintiff and the Represented Employees were not paid for all hours worked), as well as a
25 failure to pay overtime wages (since those 30 minutes were in excess of 8 hours and had to be
26 paid at the proper overtime rate). Thus, Defendants failed to pay proper minimum, regular, and
27 overtime wages every time it applied its auto-deduct practice.

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