

# SUMMONS

## (CITACION JUDICIAL)

FOR COURT USE ONLY  
(SOLO PARA USO DE LA CORTE)

E-FILED  
09/08/2025  
Superior Court of California  
County of Fresno  
By: Daniel Pursell, Deputy

### NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

HARRIS FEEDING COMPANY, a California corporation; HARRIS RANCH BEEF COMPANY, a California corporation; (Additional Parties Attachment is attached)

### YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

SERGIO ZARAGOZA SANCHEZ, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), the California Courts Online Self-Help Center ([www.courtinfo.ca.gov/selfhelp](http://www.courtinfo.ca.gov/selfhelp)), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, ([www.lawhelpcalifornia.org](http://www.lawhelpcalifornia.org)), en el Centro de Ayuda de las Cortes de California, ([www.sucorte.ca.gov](http://www.sucorte.ca.gov)) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:  
(El nombre y dirección de la corte es): Fresno County Superior Court

B.F. Sisk Courthouse - 1100 Van Ness Ave, Fresno, CA 93724

CASE NUMBER:  
(Número del Caso):

25CECG04148

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jean-Claude Lapuyade, Esq. T: (619)599-8292 JCL Law Firm, APC - 5440 Morehouse Drive, Suite 3600, San Diego, CA 92121

DATE: 9/8/2025  
(Fecha)

Clerk, by D. Pursell, Deputy  
(Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



### NOTICE TO THE PERSON SERVED: You are served

- ☐ as an individual defendant.
- ☐ as the person sued under the fictitious name of (specify):
- ☐ on behalf of (specify):  
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)  
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)  
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)  
☐ other (specify):
- ☐ by personal delivery on (date):

SHORT TITLE: SANCHEZ V. HARRIS FEEDING COMPANY, ET AL.	CASE NUMBER:
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**INSTRUCTIONS FOR USE**

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

**List additional parties** (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

HARRIS FARMS, INC., a California corporation; HARRIS FRESH, INC., a California corporation; and DOES 1-50, Inclusive,

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Attorneys for PLAINTIFF

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF FRESNO**

SERGIO ZARAGOZA SANCHEZ, an individual, on behalf of Plaintiff, and on behalf of all persons similarly situated,

Plaintiff,

v.

HARRIS FEEDING COMPANY, a California corporation; HARRIS RANCH BEEF COMPANY, a California corporation; HARRIS FARMS, INC., a California corporation; HARRIS FRESH, INC., a California corporation; and DOES 1-50, Inclusive,

Defendants.

Case No: **25CECG04148**

**CLASS ACTION COMPLAINT FOR:**

- 1) UNFAIR COMPETITION IN VIOLATION OF CAL. BUS. & PROF. CODE §17200 *et seq*;
- 2) FAILURE TO PAY MINIMUM WAGES IN VIOLATION OF CAL. LAB. CODE §§ 1194, 1197 & 1197.1;
- 3) FAILURE TO PROVIDE ACCURATE ITEMIZED STATEMENTS IN VIOLATION OF CAL. LAB. CODE § 226;
- 4) FAILURE TO PROVIDE WAGES WHEN DUE IN VIOLATION OF CAL. LAB. CODE §§ 201, 202 AND 203;
- 5) FAILURE TO REIMBURSE EMPLOYEES FOR REQUIRED EXPENSES IN VIOLATION OF CAL. LAB. CODE § 2802;

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9/4/2025 3:41 PM  
Superior Court of California  
County of Fresno  
By: Daniel Pursell, Deputy

6) FAILURE TO PERMIT INSPECTION OF  
EMPLOYEE RECORDS IN VIOLATION  
OF CAL. LAB. CODE § 1198.5.

**DEMAND FOR A JURY TRIAL**

PLAINTIFF SERGIO ZARAGOZA SANCHEZ (“PLAINTIFF”), an individual, on behalf of PLAINTIFF and all other similarly situated current and former employees, alleges on information and belief, except for their own acts and knowledge which are based on personal knowledge, the following:

**PRELIMINARY ALLEGATIONS**

1. Defendant HARRIS FEEDING COMPANY (“Defendant Harris Feeding”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

2. Defendant HARRIS RANCH BEEF COMPANY (“Defendant HRBC”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

3. Defendant HARRIS FARMS, INC. (“Defendant Harris Farms”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

4. Defendant HARRIS FRESH, INC. (“Defendant Harris Fresh”) is a California corporation that at all relevant times mentioned herein conducted and continues to conduct substantial and regular business throughout California.

5. Defendant Harris Feeding, Defendant HRBC, Defendant Harris Farms, and Defendant Harris Fresh were the joint employers of PLAINTIFF as evidenced by the documents issued to PLAINTIFF, by the company PLAINTIFF performed work for respectively, and as these entities each exerted control over the hours, wages and/or working conditions of PLAINTIFF, and are therefore jointly responsible as employers for the conduct alleged herein as “DEFENDANTS.”

1           6.     DEFENDANTS own and operate a cattle farm and beef production company in  
2 California, including in the County of Fresno, where PLAINTIFF worked.

3           7.     PLAINTIFF has been employed by DEFENDANTS in California since January  
4 2024, paid in part on an hourly basis, and in part on a piece-rate basis.

5           8.     PLAINTIFF reserves the right to seek leave to amend this complaint to add new  
6 Plaintiffs, if necessary, in order to establish suitable representative(s) pursuant to *La Sala v.*  
7 *American Savings and Loan Association* (1971) 5 Cal.3d 864, 872, and other applicable law.

8           9.     PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a California  
9 class, defined as all persons who are or previously were employed by Defendant Harris Feeding  
10 and/or Defendant HRBC and/or Defendant Harris Farms and/or Defendant Harris Fresh in  
11 California and classified as non-exempt, exempt, and/or piece-rate based employees (the  
12 “CALIFORNIA CLASS”) at any time during the period beginning four (4) years prior to the filing  
13 of this Complaint and ending on the date as determined by the Court (the “CLASS PERIOD”). The  
14 amount in controversy for the aggregate claim of the CALIFORNIA CLASS members is under five  
15 million dollars (\$5,000,000.00).

16          10.    PLAINTIFF brings this Class Action on behalf of PLAINTIFF and a  
17 CALIFORNIA CLASS in order to fully compensate the CALIFORNIA CLASS for their losses  
18 incurred during the CLASS PERIOD caused by DEFENDANTS’ uniform policy and practice  
19 which failed to lawfully compensate these employees. DEFENDANTS’ uniform policy and  
20 practice alleged herein was an unlawful, unfair, and deceptive business practice whereby  
21 DEFENDANTS retained and continue to retain wages due to PLAINTIFF and the other members  
22 of the CALIFORNIA CLASS. PLAINTIFF and the other members of the CALIFORNIA CLASS  
23 seek an injunction enjoining such conduct by DEFENDANTS in the future, relief for the named  
24 PLAINTIFF and the other members of the CALIFORNIA CLASS who have been economically  
25 injured by DEFENDANTS’ past and current unlawful conduct, and all other appropriate legal and  
26 equitable relief.

27          11.    The true names and capacities, whether individual, corporate, subsidiary,  
28 partnership, associate or otherwise of DEFENDANTS DOES 1 through 50, inclusive, are presently

1 unknown to PLAINTIFF who therefore sues these DEFENDANTS by such fictitious names  
2 pursuant to California Civil Procedure Code Section 474. PLAINTIFF will seek leave to amend  
3 this Complaint to allege the true names and capacities of DEFENDANTS DOES 1 through 50,  
4 inclusive, when they are ascertained. PLAINTIFF is informed and believes, and based upon that  
5 information and belief alleges, that the DEFENDANTS named in this Complaint, including  
6 DEFENDANTS DOES 1 through 50, inclusive, are responsible in some manner for one or more of  
7 the events and happenings that proximately caused the injuries and damages hereinafter alleged.

8         12. The agents, servants and/or employees of DEFENDANTS and each of them acting  
9 on behalf of DEFENDANTS acted within the course and scope of his, her or its authority as the  
10 agent, servant and/or employee of DEFENDANTS, and personally participated in the conduct  
11 alleged herein on behalf of the DEFENDANTS with respect to the conduct alleged herein.  
12 Consequently, the acts of each DEFENDANTS are legally attributable to the other DEFENDANTS  
13 and all DEFENDANTS are jointly and severally liable to PLAINTIFF and the other members of  
14 the CALIFORNIA CLASS, for the loss sustained as a proximate result of the conduct of the  
15 DEFENDANTS' agents, servants and/or employees.

16         13. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of  
17 PLAINTIFF'S employer, within the meaning of California Labor Code Section 558, who violated  
18 or caused to be violated, a Section of Part 2, Chapter 1 of the California Labor Code or any  
19 provision regulating hours and days of work in any order of the Industrial Welfare Commission  
20 and, as such, are subject to civil penalties for each underpaid employee, as set forth in Labor Code  
21 Section 558, at all relevant times.

22         14. DEFENDANTS were PLAINTIFF'S employers or persons acting on behalf of  
23 PLAINTIFFS' employer either individually or as an officer, agent, or employee of another person,  
24 within the meaning of California Labor Code Section 1197.1, who paid or caused to be paid to any  
25 employee a wage less than the minimum fixed by California state law, and as such, are subject to  
26 civil penalties for each underpaid employee.

27         15. DEFENDANTS' uniform policies and practices alleged herein were unlawful,  
28 unfair, and deceptive business practices whereby DEFENDANTS retained and continue to retain

1 wages due to PLAINTIFF and other members of the CALIFORNIA CLASS.

2 16. PLAINTIFF and other members of the CALIFORNIA CLASS seek an injunction  
3 enjoining such conduct by DEFENDANTS in the future, relief for the named PLAINTIFF and other  
4 members of the CALIFORNIA CLASS who has been economically injured by DEFENDANTS'  
5 past and current unlawful conduct, and all other appropriate legal and equitable relief.

6 **JURISDICTION AND VENUE**

7 17. This Court has jurisdiction over this Action pursuant to California Code of Civil  
8 Procedure Section 410.10 and California Business and Professions Code Section 17203. This action  
9 is brought as a Class Action on behalf of PLAINTIFF and similarly situated employees of  
10 DEFENDANTS pursuant to California Code of Civil Procedure Section 382.

11 18. Venue is proper in this Court pursuant to California Code of Civil Procedure,  
12 Sections 395 and 395.5, because DEFENDANTS operate in locations across California, employ  
13 the CALIFORNIA CLASS across California, including in this county, and committed the wrongful  
14 conduct herein alleged in this county against the CALIFORNIA CLASS.

15 **THE CONDUCT**

16 19. In violation of the applicable sections of the California Labor Code and the  
17 requirements of the Industrial Welfare Commission ("IWC") Wage Order, DEFENDANTS as a  
18 matter of company policy, practice, and procedure, intentionally, knowingly, and systematically  
19 failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS for all time worked,  
20 failed to compensate PLAINTIFF and the other members of the CALIFORNIA CLASS for off-the-  
21 clock work, failed to pay PLAINTIFF and the other members of the CALIFORNIA CLASS  
22 redeemed sick pay at the regular rate of pay, failed to reimburse PLAINTIFF and the other members  
23 of the CALIFORNIA CLASS for business expenses, and failed to issue to PLAINTIFF and the  
24 other members of the CALIFORNIA CLASS with accurate itemized wage statements showing,  
25 among other things, all applicable hourly rates in effect during the pay periods and the  
26 corresponding amount of time worked at each hourly rate. DEFENDANTS' uniform policies and  
27 practices are intended to purposefully avoid the accurate and full payment for all time worked as  
28 required by California law which allows DEFENDANTS to illegally profit and gain an unfair

1 advantage over competitors who comply with the law. To the extent equitable tolling operates to  
2 toll claims by the CALIFORNIA CLASS against DEFENDANTS, the CLASS PERIOD should be  
3 adjusted accordingly.

4 **A. Commission and Piece-Rate Violations**

5 20. From time-to-time during the CALIFORNIA CLASS PERIOD, PLAINTIFF and  
6 the CALIFORNIA CLASS were paid in part on a piece-rate basis. In those instances where  
7 PLAINTIFF and the CALIFORNIA CLASS were paid in part on a piece-rate basis, PLAINTIFF  
8 and the CALIFORNIA CLASS were entitled to be separately compensated for all non-productive  
9 time at an hourly rate that is no less than the applicable minimum wage. Notwithstanding, in those  
10 instances where PLAINTIFF and the CALIFORNIA CLASS were paid in part on a piece-rate basis,  
11 DEFENDANTS failed to separately compensate PLAINTIFF and the CALIFORNIA CLASS for  
12 all non-productive time. As a result, PLAINTIFF and the CALIFORNIA CLASS forfeited  
13 minimum wages by DEFENDANT'S failure to separately compensate their non-productive time at  
14 an hourly rate that is no less than the applicable minimum wage.

15 **B. Unreimbursed Business Expenses**

16 21. DEFENDANTS as a matter of corporate policy, practice, and procedure,  
17 intentionally, knowingly, and systematically failed to reimburse and indemnify the PLAINTIFF  
18 and the other CALIFORNIA CLASS members for required business expenses incurred by the  
19 PLAINTIFF and other CALIFORNIA CLASS members in direct consequence of discharging their  
20 duties on behalf of DEFENDANTS. Under California Labor Code Section 2802, employers are  
21 required to indemnify employees for all expenses incurred in the course and scope of their  
22 employment. California Labor Code Section 2802 expressly states that "an employer shall  
23 indemnify his or her employee for all necessary expenditures or losses incurred by the employee  
24 in direct consequence of the discharge of his or her duties, or of his or her obedience to the  
25 directions of the employer, even though unlawful, unless the employee, at the time of obeying the  
26 directions, believed them to be unlawful."

27 22. In the course of their employment, DEFENDANTS required PLAINTIFF and other  
28 CALIFORNIA CLASS members to incur personal expenses for the use of their personal cell



1 phones as a result of and in furtherance of their job duties. Specifically, PLAINTIFF and other  
2 CALIFORNIA CLASS members were required to use their personal cell phones in order to  
3 perform work related tasks. However, DEFENDANTS unlawfully failed to reimburse PLAINTIFF  
4 and other CALIFORNIA CLASS members for the use of their personal cell phones. As a result,  
5 in the course of their employment with DEFENDANTS, the PLAINTIFF and other CALIFORNIA  
6 CLASS members incurred unreimbursed business expenses that included, but were not limited to,  
7 costs related to the use of their personal cell phones, all on behalf of and for the benefit of  
8 DEFENDANTS.

9 **C. Wage Statement Violations**

10 23. California Labor Code Section 226 required an employer to furnish its employees  
11 an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours  
12 worked, (3) the number of piece-rate units earned and any applicable piece-rate, (4) all deductions,  
13 (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the  
14 name of the employee and only the last four digits of the employee's social security number or an  
15 employee identification number other than a social security number, (8) the name and address of  
16 the legal entity that is the employer, and (9) all applicable hourly rates in effect during the pay  
17 period and the corresponding number of hours worked at each hourly rate by the employee.

18 24. From time to time during the CLASS PERIOD, when PLAINTIFF and other  
19 CALIFORNIA CLASS members were not paid for all hours worked, DEFENDANTS also failed  
20 to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate  
21 wage statements which failed to show, among other things, all deductions, the total hours worked  
22 and all applicable hourly rates in effect during the pay period and the corresponding amount of time  
23 worked at each hourly rate, or correct rates of pay for penalty payments.

24 25. Further, DEFENDANTS, from time to time, failed to provide PLAINTIFF and the  
25 CALIFORNIA CLASS Members with wage statements that comply with California Labor Code  
26 Section 226(a)(3). DEFENDANTS provided PLAINTIFF and the CALIFORNIA CLASS  
27 Members with wage statements that failed to include the number of piece-rate units earned.

28 ///

1           26. In addition to the foregoing, DEFENDANTS, from time to time, failed to provide  
2 PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with  
3 California Labor Code Section 226.

4           27. As a result, DEFENDANTS issued PLAINTIFF and other CALIFORNIA CLASS  
5 members with wage statements that violate California Lab. Code § 226(a)(1)-(9). Further,  
6 DEFENDANTS' violations are knowing and intentional, and were not isolated due to an  
7 unintentional payroll error due to clerical or inadvertent mistake.

8       **D. Off-the-Clock Work Resulting in Minimum Wage Violations**

9           28. During the CLASS PERIOD, from time-to-time DEFENDANTS failed and  
10 continues to fail to accurately pay PLAINTIFF and other members of the CALIFORNIA CLASS  
11 for all hours worked.

12           29. During the CLASS PERIOD, from time-to-time DEFENDANTS required  
13 PLAINTIFF and other members of the CALIFORNIA CLASS to perform pre-shift or post-shift  
14 work. This resulted in PLAINTIFF and other CALIFORNIA CLASS members having to work  
15 while off-the-clock.

16           30. DEFENDANTS directed and directly benefited from the undercompensated off-the-  
17 clock work performed by PLAINTIFF and the other CALIFORNIA CLASS members.

18           31. DEFENDANTS controlled the work schedules, duties, and protocols, applications,  
19 assignments, and employment conditions of PLAINTIFF and the other CALIFORNIA CLASS  
20 members.

21           32. DEFENDANTS were able to track the amount of time PLAINTIFF and the other  
22 members of the CALIFORNIA CLASS spent working; however, DEFENDANTS failed to  
23 document, track, or pay PLAINTIFF and the other members of the CALIFORNIA CLASS all  
24 wages earned and owed for all the work they performed.

25           33. PLAINTIFF and the other members of the CALIFORNIA CLASS were employees,  
26 subject to the requirements of the California Labor Code.

27  
28 ///

1           34. DEFENDANTS’ policies and practices deprived PLAINTIFF and the other  
2 CALIFORNIA CLASS members of all minimum regular wages owed for the off-the-clock work  
3 activities.

4           35. DEFENDANTS knew or should have known that PLAINTIFFS’ and the other  
5 CALIFORNIA CLASS members’ off-the-clock work was compensable under the law.

6           36. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
7 forfeited wages due to them for all hours worked at DEFENDANTS’ direction, control, and benefit  
8 for the time spent working while off-the-clock. DEFENDANTS’ uniform policy and practice to not  
9 pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours worked in  
10 accordance with applicable law is evidenced by DEFENDANTS’ business records.

11       **E. Regular Rate Violation – Redeemed Sick Pay**

12           37. From time to time during the CLASS PERIOD, DEFENDANTS failed and  
13 continues to fail to accurately calculate and pay PLAINTIFF and the other CALIFORNIA CLASS  
14 members for their redeemed sick pay. As a result, PLAINTIFF and the other CALIFORNIA  
15 CLASS members forfeited wages due to them for redeemed sick pay rates. DEFENDANTS’  
16 uniform policy and practice not to pay the CALIFORNIA CLASS members at the correct rate for  
17 all sick pay in accordance with applicable law is evidenced by DEFENDANTS’ business records.

18           38. A component of PLAINTIFF’S and other CALIFORNIA CLASS members’  
19 compensation was DEFENDANTS’ non-discretionary incentive program that paid PLAINTIFF  
20 and other CALIFORNIA CLASS members incentive wages based on their performance for  
21 DEFENDANTS. The non-discretionary bonus program provided all employees paid on an hourly  
22 basis with bonus compensation when the employees met the various performance goals set by  
23 DEFENDANTS.

24           39. However, from time to time, when calculating the regular rate of pay in those pay  
25 periods where PLAINTIFF and other CALIFORNIA CLASS members redeemed sick pay, and  
26 earned non-discretionary bonuses, DEFENDANTS failed to accurately include the non-  
27 discretionary bonus compensation as part of the employee’s “regular rate of pay”. Management  
28 and supervisors described the incentive/bonus program to potential and new employees as part of

1 the compensation package. As a matter of law, the incentive compensation received by PLAINTIFF  
2 and other CALIFORNIA CLASS members must be included in the “regular rate of pay.” The  
3 failure to do so has resulted in a systematic underpayment of redeemed sick pay to PLAINTIFF and  
4 other CALIFORNIA CLASS members by DEFENDANTS. Specifically, California Labor Code  
5 Section 246 mandates that paid sick time for non-exempt employees shall be calculated in the same  
6 manner as the regular rate of pay for the workweek in which the non-exempt employee uses paid  
7 sick time. DEFENDANTS’ conduct, as articulated herein, by failing to include the incentive  
8 compensation as part of the “regular rate of pay” for purposes of sick pay compensation was in  
9 violation of California Labor Code Section 246, the underpayment of which is recoverable under  
10 California Labor Code Sections 201, 202, 203, and/or 204.

11 40. In violation of the applicable sections of the California Labor Code and the  
12 requirements of the Industrial Welfare Commission (“IWC”) Wage Order, DEFENDANTS as a  
13 matter of company policy, practice, and procedure, intentionally and knowingly failed to  
14 compensate PLAINTIFF and the other members of the CALIFORNIA CLASS at the correct rate  
15 of pay for all redeemed sick pay as required by California law which allowed DEFENDANTS to  
16 illegally profit and gain an unfair advantage over competitors who complied with the law. To the  
17 extent equitable tolling operates to toll claims by the CALIFORNIA CLASS members against  
18 DEFENDANTS, the CLASS PERIOD should be adjusted accordingly.

19 **F. Unlawful Deductions**

20 41. DEFENDANTS, from time-to-time, unlawfully deducted wages from  
21 PLAINTIFF’S and CALIFORNIA CLASS members’ pay without explanations and without  
22 authorization to do so or notice to PLAINTIFF and the CALIFORNIA CLASS members. As a  
23 result, DEFENDANTS violated Labor Code Section 221.

24 **G. Timekeeping Manipulation**

25 42. During the CLASS PERIOD, DEFENDANTS, from time-to-time, did not have an  
26 immutable timekeeping system to accurately record and pay PLAINTIFF and other members of  
27 the CALIFORNIA CLASS for the actual time PLAINTIFF and other members of the  
28 CALIFORNIA CLASS worked each day, including regular time, and sick pay. As a result,

1 DEFENDANTS were able to and did in fact, unlawfully, and unilaterally alter the time recorded  
2 in DEFENDANTS' timekeeping system for PLAINTIFF and other members of the CALIFORNIA  
3 CLASS in order to avoid paying these employees for all hours worked, and applicable sick pay.

4 43. As a result, PLAINTIFF and other members of the CALIFORNIA CLASS, from  
5 time to time, forfeited time worked by working without their time being accurately recorded and  
6 without compensation at the applicable pay rates.

7 44. As a result, PLAINTIFF and the other members of the CALIFORNIA CLASS  
8 forfeited wages due to them for all hours worked at DEFENDANTS' direction, control and benefit  
9 for the time that the timekeeping system was inoperable. DEFENDANTS' uniform policy and  
10 practice to not pay PLAINTIFF and the members of the CALIFORNIA CLASS wages for all hours  
11 worked in accordance with applicable law is evidenced by DEFENDANTS' business records.

#### 12 **H. Unlawful Rounding Practices**

13 45. During the CALIFORNIA CLASS PERIOD, DEFENDANTS did not have in place  
14 an immutable timekeeping system to accurately record and pay PLAINTIFF and other  
15 CALIFORNIA CLASS members for the actual time these employees worked each day.  
16 Specifically, DEFENDANTS had in place an unlawful rounding policy and practice that resulted  
17 in PLAINTIFF and CALIFORNIA CLASS members being undercompensated for all their time  
18 worked. As a result, DEFENDANTS were able to and did in fact unlawfully and unilaterally round  
19 the time recorded in DEFENDANTS' timekeeping system for PLAINTIFF and the members of  
20 the CALIFORNIA CLASS in order to avoid paying these employees for all their time worked

21 46. Further, the mutability of DEFENDANTS' timekeeping system and unlawful  
22 rounding policy and practice resulted in PLAINTIFF and CALIFORNIA CLASS members' time  
23 being inaccurately recorded.

#### 24 **I. Violations for Untimely Payment of Wages**

25 47. Pursuant to California Labor Code Section 204, PLAINTIFF and the CALIFORNIA  
26 CLASS members were entitled to timely payment of wages during their employment. PLAINTIFF  
27 and the CALIFORNIA CLASS members, from time to time, did not receive payment of all wages,  
28 including, but not limited to, minimum wages within the permissible time period.

1           48. Pursuant to California Labor Code Section 201, “If an employer discharges an  
2 employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”  
3 Pursuant to California Labor Code Section 202, if an employee quits his or her employment, “his  
4 or her wages shall become due and payable not later than 72 hours thereafter, unless the employee  
5 has given 72 hours previous notice of his or her intention to quit, in which case the employee is  
6 entitled to his or her wages at the time of quitting.” PLAINTIFF and the CALIFORNIA CLASS  
7 members were, from time to time, not timely provided the wages earned and unpaid at the time of  
8 their discharge and/or at the time of quitting, in violation of California Labor Code Sections 201  
9 and 202.

10           49. As such, PLAINTIFF demands up to thirty days of pay as penalty for not timely  
11 paying all wages due at time of termination for all CALIFORNIA CLASS members whose  
12 employment ended during the CLASS PERIOD.

13       **J. Sick Pay Violations**

14           50. California Labor Code Section 246 (a)(1) mandates that “An employee who, on or  
15 after July 1, 2015, works in California for the same employer for 30 or more days within a year  
16 from the commencement of employment is entitled to paid sick days as specified in this section.”  
17 Further, California Labor Code Sections 246(b)-(d) provide for the sick day accrual requirements.  
18 From time to time, DEFENDANTS failed to have a policy or practice in place to provide  
19 PLAINTIFF and other members of the CALIFORNIA CLASS with sick days and/or paid sick  
20 leave. As of January 1, 2024, DEFENDANTS failed to adhere to the law in that they failed to  
21 provide and allow employees to use at least 40 hours or five days of paid sick leave per year.

22           51. California Labor Code Section 246(i) requires an employer to furnish its employees  
23 with written wage statements setting forth the amount of paid sick leave available. From time to  
24 time, DEFENDANTS violated California Labor Code Section 246 by failing to furnish PLAINTIFF  
25 and other members of the CALIFORNIA CLASS with wage statements setting forth the amount of  
26 paid sick leave available.

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1     **K. Failure to Provide Personnel Files**

2             52. On May 12, 2025, PLAINTIFF caused written requests via certified mail to be  
3 delivered to DEFENDANTS for PLAINTIFF’S personnel and employment records, including  
4 but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4)  
5 PLAINTIFF’S complete employment file.

6             53. DEFENDANTS failed to provide and/or make available to PLAINTIFF their  
7 personnel records, payroll records, employment contract, and entire employment file within thirty  
8 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,  
9 DEFENDANTS have still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.  
10 DEFENDANTS violated California Labor Code Section 1198.5 by failing to respond and provide  
11 PLAINTIFF with their employment file. Section 1198.5 states that employees (and former  
12 employees) have the right to inspect personnel records maintained by the employer “related to  
13 the employee’s performance or to any grievance concerning the employee.” Employers must  
14 allow inspection or copying within thirty (30) days of the request. PLAINTIFF is now entitled to  
15 and requests injunctive relief to obtain compliance with California Labor Code Section 1198.5, a  
statutory penalty, and an award of attorneys’ fees and costs for bringing this action.

16             54. Specifically, as to PLAINTIFF, DEFENDANTS provided PLAINTIFF with  
17 paystubs that failed to comply with California Labor Code Section 226. Further, DEFENDANTS  
18 also failed to reimburse PLAINTIFF for required business expenses related to the personal  
19 expenses incurred for the use of their personal cell phone on behalf of and in furtherance of their  
20 employment with DEFENDANTS. Additionally, DEFENDANTS failed to provide and/or make  
21 available to PLAINTIFF their personnel records, payroll records, employment contracts, and entire  
22 employment file within (30) days of all their requests on May 12, 2025. To date, DEFENDANTS  
23 have not fully paid PLAINTIFF the minimum compensation still owed to them, or any penalty  
24 wages owed to them under California Labor Code Section 203. The amount in controversy for  
25 PLAINTIFF individually does not exceed the sum or value of \$75,000.

26                     **CLASS ACTION ALLEGATIONS**

27             55. PLAINTIFF brings this Class Action on behalf of PLAINTIFF, and a California  
28 class defined as all persons who are or previously were employed by Defendant Harris Feeding

1 and/or Defendant HRBC and/or Defendant HRBHC and/or Defendant Harris Farms and/or  
2 Defendant Harris Fresh in California and classified as non-exempt, exempt, and/or piece-rate based  
3 employees (the “CALIFORNIA CLASS”) at any time during the period beginning four (4) years  
4 prior to the filing of this Complaint and ending on the date as determined by the Court (the “CLASS  
5 PERIOD”).

6 56. PLAINTIFF and the other CALIFORNIA CLASS members have uniformly been  
7 deprived of wages and penalties from unpaid wages earned and due, including but not limited to  
8 unpaid minimum wages, failure to reimburse for business expenses, failure to compensate for off-  
9 the-clock work, failure to provide accurate itemized wage statements, failure to maintain required  
10 records, and interest, statutory and civil penalties, attorney’s fees, costs, and expenses.

11 57. The members of the class are so numerous that joinder of all class members is  
12 impractical.

13 58. Common questions of law and fact regarding DEFENDANTS’ conduct, including  
14 but not limited to, off-the-clock work, failure to reimburse for business expenses, failure to provide  
15 accurate itemized wage statements, and failure to ensure they are paid at least minimum wage, exist  
16 as to all members of the class and predominate over any questions affecting solely any individual  
17 members of the class. Among the questions of law and fact common to the class are:

- 18 a. Whether DEFENDANTS failed to pay PLAINTIFF and the CALIFORNIA CLASS  
19 members at least minimum wage for all hours worked;
- 20 b. Whether DEFENDANTS failed to compensate PLAINTIFF and the CALIFORNIA  
21 CLASS members for required business expenses;
- 22 c. Whether DEFENDANTS issued legally compliant wage statements;
- 23 d. Whether DEFENDANTS committed an act of unfair competition by systematically  
24 failing to record and pay PLAINTIFF and the other members of the CALIFORNIA  
25 CLASS for all time worked;

26 59. PLAINTIFF is a member of the CALIFORNIA CLASS and suffered damages as a  
27 result of DEFENDANTS’ conduct and actions alleged herein.

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1           60. PLAINTIFF'S claims are typical of the claims of the CALIFORNIA CLASS, and  
2 PLAINTIFF has the same interests as the other members of the class.

3           61. PLAINTIFF will fairly and adequately represent and protect the interests of the  
4 CALIFORNIA CLASS members.

5           62. PLAINTIFF retained able class counsel with extensive experience in class action  
6 litigation.

7           63. Further, PLAINTIFF'S interests are coincident with, and not antagonistic to, the  
8 interest of the other CALIFORNIA CLASS members.

9           64. There is a strong community of interest among PLAINTIFF and the members of the  
10 CALIFORNIA CLASS to, inter alia, ensure that the combined assets of DEFENDANTS are  
11 sufficient to adequately compensate the members of the CALIFORNIA CLASS for the injuries  
12 sustained.

13           65. The questions of law and fact common to the CALIFORNIA CLASS members  
14 predominate over any questions affecting only individual members, including legal and factual  
15 issues relating to liability and damages.

16           66. A class action is superior to other available methods for the fair and efficient  
17 adjudication of this controversy because joinder of all class members is impractical. Moreover,  
18 since the damages suffered by individual members of the class may be relatively small, the expense  
19 and burden of individual litigation makes it practically impossible for the members of the class  
20 individually to redress the wrongs done to them. Without class certification and determination of  
21 declaratory, injunctive, statutory, and other legal questions within the class format, prosecution of  
22 separate actions by individual members of the CALIFORNIA CLASS will create the risk of:

- 23           a. Inconsistent or varying adjudications with respect to individual members of the  
24 CALIFORNIA CLASS which would establish incompatible standards of conduct  
25 for the parties opposing the CALIFORNIA CLASS; and/or,  
26           b. Adjudication with respect to individual members of the CALIFORNIA CLASS  
27 which would, as a practical matter, be dispositive of the interests of the other  
28

1 members not party to the adjudication or substantially impair or impeded their ability  
2 to protect their interests.

3 67. Class treatment provides manageable judicial treatment calculated to bring an  
4 efficient and rapid conclusion to all litigation of all wage and hour related claims arising out of the  
5 conduct of DEFENDANTS.

6 **FIRST CAUSE OF ACTION**

7 **Unlawful Business Practices**

8 **(Cal. Bus. and Prof. Code §§ 17200, *et seq.*)**

9 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

10 68. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
11 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
12 Complaint.

13 69. DEFENDANTS are each a “person” as that term is defined under California  
14 Business and Professions Code Section 17021.

15 70. California Business and Professions Code Sections 17200, *et seq.* (the “UCL”)  
16 defines unfair competition as any unlawful, unfair, or fraudulent business act or practice. Section  
17 17203 authorizes injunctive, declaratory, and/or other equitable relief with respect to unfair  
18 competition as follows:

19 Any person who engages, has engaged, or proposes to engage in unfair competition  
20 may be enjoined in any court of competent jurisdiction. The court may make such  
21 orders or judgments, including the appointment of a receiver, as may be necessary to  
22 prevent the use or employment by any person of any practice which constitutes unfair  
23 competition, as defined in this chapter, or as may be necessary to restore to any person  
24 in interest any money or property, real or personal, which may have been acquired  
25 by means of such unfair competition. (Cal. Bus. & Prof. Code § 17203).

26 71. By the conduct alleged herein, DEFENDANTS have engaged and continues to  
27 engage in business practices which violate California law, including but not limited to, the  
28 applicable Wage Order(s), the California Code of Regulations and the California Labor Code  
including Sections 201, 202, 203, 204, 210, 510, 558, 1194, 1197, 1197.1, 1198, and 2802, for  
which this Court should issue declaratory and other equitable relief pursuant to California Business

1 and Professions Code Section 17203 as may be necessary to prevent and remedy the conduct held  
2 to constitute unfair competition, including restitution of wages wrongfully withheld.

3 72. By the conduct alleged herein, DEFENDANTS' practices were unlawful and unfair  
4 in that these practices violated public policy, were immoral, unethical, oppressively unscrupulous  
5 or substantially injurious to employees, and were without valid justification or utility for which this  
6 Court should issue equitable and injunctive relief pursuant to Section 17203 of the California  
7 Business and Professions Code, including restitution of wages wrongfully withheld.

8 73. By the conduct alleged herein, DEFENDANTS' practices were deceptive and  
9 fraudulent in that DEFENDANTS' uniform policy and failed to pay minimum wages owed, and  
10 failed to reimburse all necessary business expenses incurred, due to a systematic business practice  
11 that cannot be justified, pursuant to the applicable California Labor Code and Industrial Welfare  
12 Commission requirements in violation of California Business and Professions Code Sections  
13 17200, *et seq.*, and for which this Court should issue injunctive and equitable relief, pursuant to  
14 California Business and Professions Code Section 17203, including restitution of wages wrongfully  
15 withheld.

16 74. By the conduct alleged herein, DEFENDANTS' practices were also unlawful,  
17 unfair, and deceptive in that DEFENDANTS' employment practices caused PLAINTIFF and the  
18 other members of the CALIFORNIA CLASS to be underpaid during their employment with  
19 DEFENDANTS.

20 75. By and through the unlawful and unfair business practices described herein,  
21 DEFENDANTS have obtained valuable property, money and services from PLAINTIFF and the  
22 other members of the CALIFORNIA CLASS, including earned wages for all time worked, and has  
23 deprived them of valuable rights and benefits guaranteed by law and contract, all to the detriment  
24 of these employees and to the benefit of DEFENDANTS so as to allow DEFENDANTS to unfairly  
25 compete against competitors who comply with the law.

26 76. All the acts described herein as violations of, among other things, the Industrial  
27 Welfare Commission Wage Orders, the California Code of Regulations, and the California Labor  
28 Code, were unlawful and in violation of public policy, were immoral, unethical, oppressive, and

1 unscrupulous, were deceptive, and thereby constitute unlawful, unfair, and deceptive business  
2 practices in violation of California Business and Professions Code Sections 17200, *et seq.*

3 77. PLAINTIFF and the other members of the CALIFORNIA CLASS are entitled to,  
4 and do, seek such relief as may be necessary to restore to them the money and property which  
5 DEFENDANTS have acquired, or of which PLAINTIFF and the other members of the  
6 CALIFORNIA CLASS have been deprived, by means of the above described unlawful and unfair  
7 business practices, including earned but unpaid wages for all time worked.

8 78. PLAINTIFF and the other members of the CALIFORNIA CLASS are further  
9 entitled to, and do, seek a declaration that the described business practices are unlawful, unfair, and  
10 deceptive, and that injunctive relief should be issued restraining DEFENDANTS from engaging in  
11 any unlawful and unfair business practices in the future.

12 PLAINTIFF and the other members of the CALIFORNIA CLASS have no plain, speedy  
13 and/or adequate remedy at law that will end the unlawful and unfair business practices of  
14 DEFENDANTS. Further, the practices herein alleged presently continue to occur unabated. As a  
15 result of the unlawful and unfair business practices described herein, PLAINTIFF and the other  
16 members of the CALIFORNIA CLASS have suffered and will continue to suffer irreparable legal  
17 and economic harm unless DEFENDANTS are restrained from continuing to engage in these  
18 unlawful and unfair business practices.

19 **SECOND CAUSE OF ACTION**

20 **Failure To Pay Minimum Wages**

21 **(Cal. Lab. Code §§ 1194, 1197 and 1197.1)**

22 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

23 79. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
24 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
25 Complaint.

26 80. PLAINTIFF and the other members of the CALIFORNIA CLASS bring a claim for  
27 DEFENDANTS' willful and intentional violations of the California Labor Code and the Industrial  
28

1 Welfare Commission requirements for DEFENDANTS' failure to accurately calculate and pay  
2 minimum wages to PLAINTIFF and CALIFORNIA CLASS members.

3 81. Pursuant to California Labor Code Section 204, other applicable laws and  
4 regulations, and public policy, an employer must timely pay its employees for all hours worked.

5 82. California Labor Code Section 1197 provides the minimum wage for employees  
6 fixed by the commission is the minimum wage to be paid to employees, and the payment of a less  
7 wage than the minimum so fixed is unlawful.

8 83. California Labor Code Section 1194 establishes an employee's right to recover  
9 unpaid wages, including minimum wage compensation and interest thereon, together with the costs  
10 of suit.

11 84. DEFENDANTS maintained a uniform wage practice of paying PLAINTIFF and the  
12 other members of the CALIFORNIA CLASS without regard to the correct amount of time they  
13 work. As set forth herein, DEFENDANTS' uniform policy and practice was to unlawfully and  
14 intentionally deny timely payment of wages due to PLAINTIFF and the other members of the  
15 CALIFORNIA CLASS.

16 85. DEFENDANTS' uniform pattern of unlawful wage and hour practices manifested,  
17 without limitation, applicable to the CALIFORNIA CLASS as a whole, as a result of implementing  
18 a uniform policy and practice that denies accurate compensation to PLAINTIFF and the other  
19 members of the CALIFORNIA CLASS in regard to minimum wage pay.

20 86. In committing these violations of the California Labor Code, DEFENDANTS  
21 inaccurately calculated the correct time worked and consequently underpaid the actual time worked  
22 by PLAINTIFF and other members of the CALIFORNIA CLASS. DEFENDANTS acted in an  
23 illegal attempt to avoid the payment of all earned wages, and other benefits in violation of the  
24 California Labor Code, the Industrial Welfare Commission requirements and other applicable laws  
25 and regulations.

26 87. As a direct result of DEFENDANTS' unlawful wage practices as alleged herein,  
27 PLAINTIFF and the other members of the CALIFORNIA CLASS did not receive the correct  
28 minimum wage compensation for their time worked for DEFENDANTS.

1           88. During the CLASS PERIOD, PLAINTIFF and the other members of the  
2 CALIFORNIA CLASS were paid less for time worked than they were entitled to, constituting a  
3 failure to pay all earned wages.

4           89. By virtue of DEFENDANTS' unlawful failure to accurately pay all earned  
5 compensation to PLAINTIFF and the other members of the CALIFORNIA CLASS for the true  
6 time they worked, PLAINTIFF and the other members of the CALIFORNIA CLASS have suffered  
7 and will continue to suffer an economic injury in amounts which are presently unknown to them,  
8 and which will be ascertained according to proof at trial.

9           90. DEFENDANTS knew or should have known that PLAINTIFF and the other  
10 members of the CALIFORNIA CLASS were under-compensated for their time worked.  
11 DEFENDANTS systematically elected, either through intentional malfeasance or gross  
12 nonfeasance, to not pay employees for their labor as a matter of uniform company policy, practice  
13 and procedure, and DEFENDANTS perpetrated this systematic scheme by refusing to pay  
14 PLAINTIFF and the other members of the CALIFORNIA CLASS the correct minimum wages for  
15 their time worked.

16           91. In performing the acts and practices herein alleged in violation of California labor  
17 laws, and refusing to compensate the members of the CALIFORNIA CLASS for all time worked  
18 and provide them with the requisite compensation, DEFENDANTS acted and continues to act  
19 intentionally, oppressively, and maliciously toward PLAINTIFF and the other members of the  
20 CALIFORNIA CLASS with a conscious and utter disregard for their legal rights, or the  
21 consequences to them, and with the despicable intent of depriving them of their property and legal  
22 rights, and otherwise causing them injury in order to increase company profits at the expense of  
23 these employees.

24           92. PLAINTIFF and the other members of the CALIFORNIA CLASS therefore request  
25 recovery of all unpaid wages, according to proof, interest, statutory costs, as well as the assessment  
26 of any statutory penalties against DEFENDANTS, in a sum as provided by the California Labor  
27 Code and/or other applicable statutes. To the extent minimum wage compensation is determined  
28 to be owed to the CALIFORNIA CLASS members who have terminated their employment,

1 DEFENDANTS' conduct also violates Labor Code Sections 201 and/or 202, and therefore these  
2 individuals are also be entitled to waiting time penalties under California Labor Code Section 203,  
3 which penalties are sought herein on behalf of these CALIFORNIA CLASS members.  
4 DEFENDANTS' conduct as alleged herein was willful, intentional and not in good faith. Further,  
5 PLAINTIFF and other CALIFORNIA CLASS members are entitled to seek and recover statutory  
6 costs.

### 7 **THIRD CAUSE OF ACTION**

#### 8 **Failure To Provide Accurate Itemized Statements**

9 **(Cal. Lab. Code § 226)**

10 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

11 93. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
12 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
13 Complaint.

14 94. California Labor Code Section 226 provides that an employer must furnish  
15 employees with an "accurate itemized" statement in writing showing:

- 16 a. Gross wages earned,
- 17 b. total hours worked by the employee, except for any employee whose compensation  
18 is solely based on a salary and who is exempt from payment of overtime under  
19 subdivision (a) of Section 515 or any applicable order of the Industrial Welfare  
20 Commission,
- 21 c. the number of piece-rate units earned and any applicable piece rate if the employee  
22 is paid on a piece-rate basis,
- 23 d. all deductions, provided that all deductions made on written orders of the employee  
24 may be aggregated and shown as one item,
- 25 e. net wages earned,
- 26 f. the inclusive dates of the period for which the employee is paid,
- 27 g. the name of the employee and his or her social security number, except that by  
28 January 1, 2008, only the last four digits of his or her social security number of an

employee identification number other than social security number may be shown on the itemized statement,

h. the name and address of the legal entity that is the employer, and

i. all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

95. When PLAINTIFFS and other CALIFORNIA CLASS members were not paid for all hours worked, DEFENDANTS violated California Labor Code Section 226 in that DEFENDANTS failed to provide PLAINTIFF and other CALIFORNIA CLASS members with complete and accurate wage statements which failed to show, among other things, all deductions, the accurate gross wages earned, net wages earned, the total hours worked and all applicable hourly rates in effect during the pay period and the corresponding amount of time worked at each hourly rate.

96. Further, DEFENDANTS, from time to time, failed to provide PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that comply with California Labor Code Section 226(a)(3). DEFENDANTS provided PLAINTIFF and the CALIFORNIA CLASS Members with wage statements that failed to include the number of piece-rate units earned.

97. In addition to the foregoing, DEFENDANTS failed to provide itemized wage statements to PLAINTIFF and members of the CALIFORNIA CLASS that complied with the requirements of California Labor Code Section 226(a)(1)-(9).

98. DEFENDANTS knowingly and intentionally failed to comply with California Labor Code Section 226(a)(1)-(9), causing injury and damages to PLAINTIFF and the other members of the CALIFORNIA CLASS. These damages include, but are not limited to, costs expended calculating the amount of employment taxes which were not properly paid to state and federal tax authorities. These damages are difficult to estimate. Therefore, PLAINTIFF and the other members of the CALIFORNIA CLASS may elect to recover liquidated damages of fifty dollars (\$50.00) for the initial pay period in which the violation occurred, and one hundred dollars (\$100.00) for each violation in a subsequent pay period pursuant to California Labor Code Section 226, in an amount



1 according to proof at the time of trial (but in no event more than four thousand dollars (\$4,000.00))  
2 for PLAINTIFF and each respective member of the CALIFORNIA CLASS herein).

3 **FOURTH CAUSE OF ACTION**

4 **Failure To Pay Wages When Due**

5 **(Cal. Lab. Code § 203)**

6 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

7 99. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
8 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
9 Complaint.

10 100. California Labor Code Section 200 provides that:

11 As used in this article:

- 12 (d) "Wages" includes all amounts for labor performed by employees of every  
13 description, whether the amount is fixed or ascertained by the standard of time,  
14 task, piece, commission basis, or other method of calculation.  
15 (e) "Labor" includes labor, work, or service whether rendered or performed under  
16 contract, subcontract, partnership, station plan, or other agreement if the labor to  
17 be paid for is performed personally by the person demanding payment.

18 101. California Labor Code Section 201 provides, in relevant part, that "If an employer  
19 discharges an employee, the wages earned and unpaid at the time of discharge are due and payable  
20 immediately."

21 102. California Labor Code Section 202 provides, in relevant part, that:

22 If an employee not having a written contract for a definite period quits his or her  
23 employment, his or her wages shall become due and payable not later than 72 hours  
24 thereafter, unless the employee has given 72 hours previous notice of his or her  
25 intention to quit, in which case the employee is entitled to his or her wages at the time  
26 of quitting. Notwithstanding any other provision of law, an employee who quits without  
27 providing a 72-hour notice shall be entitled to receive payment by mail if he or she so  
28 requests and designates a mailing address. The date of the mailing shall constitute the  
date of payment for purposes of the requirement to provide payment within 72 hours  
of the notice of quitting.

103. There was no definite term in PLAINTIFF'S or any CALIFORNIA CLASS  
members' employment contract.

104. California Labor Code Section 203 provides:

If an employer willfully fails to pay, without abatement or reduction, in accordance with  
Sections 201, 201.5, 202, and 205.5, any wages of an employee who is discharged or

1 who quits, the wages of the employee shall continue as a penalty from the due date  
2 thereof at the same rate until paid or until an action therefor is commenced; but the  
wages shall not continue for more than 30 days.

3 105. The employment of PLAINTIFF and many CALIFORNIA CLASS members  
4 terminated, and DEFENDANTS have not tendered payment of wages to these employees, as  
5 required by law.

6 106. Therefore, as provided by California Labor Code Section 203, on behalf of  
7 themselves and the members of the CALIFORNIA CLASS whose employment has ended,  
8 PLAINTIFF demands up to thirty (30) days of pay as penalty for not paying all wages due at time  
9 of termination for all employees who terminated employment during the CLASS PERIOD and  
10 demand an accounting and payment of all wages due, plus interest and statutory costs as allowed  
11 by law.

## 12 **FIFTH CAUSE OF ACTION**

### 13 **Failure To Reimburse Employees for Required Expenses**

14 **(Cal. Lab. Code §§ 2802)**

15 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against DEFENDANTS)**

16 107. PLAINTIFF, and the other members of the CALIFORNIA CLASS, reallege and  
17 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
18 Complaint.

19 108. California Labor Code Section 2802 provides, in relevant part, that:  
20 An employer shall indemnify his or her employee for all necessary expenditures or  
21 losses incurred by the employee in direct consequence of the discharge of his or her  
22 duties, or of his or her obedience to the directions of the employer, even though  
unlawful, unless the employee, at the time of obeying the directions, believed them to  
be unlawful.

23 109. From time to time during the CLASS PERIOD, DEFENDANTS violated California  
24 Labor Code Section 2802, by failing to indemnify and reimburse PLAINTIFF and the  
25 CALIFORNIA CLASS members for required expenses incurred in the discharge of their job duties  
26 for DEFENDANTS' benefit. DEFENDANTS failed to reimburse PLAINTIFF and the  
27 CALIFORNIA CLASS members for expenses which included, but were not limited to, the use of  
28 their personal cell phones all on behalf of and for the benefit of DEFENDANTS. Specifically,

1 DEFENDANTS required PLAINTIFF and other CALIFORNIA CLASS members to use their  
2 personal cell phones to execute their essential job duties on behalf of DEFENDANTS.  
3 DEFENDANTS' uniform policy, practice and procedure was to not reimburse PLAINTIFF and  
4 the CALIFORNIA CLASS members for expenses resulting from the use of their personal cell  
5 phones within the course and scope of their employment for DEFENDANTS. These expenses were  
6 necessary to complete their principal job duties. DEFENDANTS are estopped by DEFENDANTS'  
7 conduct to assert any waiver of this expectation. Although these expenses were necessary expenses  
8 incurred by PLAINTIFF and the CALIFORNIA CLASS members, DEFENDANTS failed to  
9 indemnify and reimburse PLAINTIFF and the CALIFORNIA CLASS members for these expenses  
10 as an employer is required to do under the laws and regulations of California.

11 110. PLAINTIFF therefore demands reimbursement for expenditures or losses incurred  
12 by them and the CALIFORNIA CLASS members in the discharge of their job duties for  
13 DEFENDANTS, or their obedience to the directions of DEFENDANTS, with interest at the  
14 statutory rate and costs under California Labor Code Section 2802.

### 15 **SIXTH CAUSE OF ACTION**

#### 16 **Failure To Permit Inspection of Employee Records**

17 **(Cal. Lab. § 1198.5)**

18 **(Alleged by PLAINTIFF and the CALIFORNIA CLASS against all Defendants)**

19 111. PLAINTIFF and the other members of the CALIFORNIA CLASS, reallege and  
20 incorporate by this reference, as though fully set forth herein, the prior paragraphs of this  
21 Complaint.

22 112. Labor Code § 1198.5 states that employees (and former employees) have the right  
23 to inspect personnel records maintained by the employer "related to the employee's performance  
24 or to any grievance concerning the employee." Employers must allow inspection or copying  
25 within thirty (30) days of the request.

26 113. On May 12, 2025, PLAINTIFF caused written requests via certified mail to be  
27 delivered to DEFENDANTS for PLAINTIFF'S personnel and employment records, including  
28

1 but not limited to: (1) payroll records; (2) employment contracts; (3) itemized pay stubs; and (4)  
2 PLAINTIFF'S complete employment file.

3 114. DEFENDANTS failed to provide and/or make available to PLAINTIFF their  
4 personnel records, payroll records, employment contract, and entire employment file within thirty  
5 (30) days of their requests stated above. In fact, as of the date of filing of this complaint,  
6 DEFENDANT has still failed to pay PLAINTIFF the statutory penalty in the amount of \$750.

7 115. PLAINTIFF is now entitled to and requests injunctive relief to obtain compliance  
8 with Cal. Lab. Code Section 1198.5, a statutory penalty, and an award of attorneys' fees and costs  
9 for bringing this action.

### 10 **PRAYER FOR RELIEF**

11 WHEREFORE, PLAINTIFF prays for a judgment against all DEFENDANTS, jointly and  
12 severally, as follows:

13 1. On behalf of the CALIFORNIA CLASS:

- 14 a. That the Court certify the First Cause of Action asserted by the CALIFORNIA  
15 CLASS as a class action pursuant to California Code of Civil Procedure Section 382;  
16 b. An order temporarily, preliminarily and permanently enjoining and restraining  
17 DEFENDANTS from engaging in similar unlawful conduct as set forth herein;  
18 c. Restitutionary disgorgement of DEFENDANTS' ill-gotten gains into a fluid fund  
19 for restitution of the sums incidental to DEFENDANTS' violations due to  
20 PLAINTIFF and to the other members of the CALIFORNIA CLASS.

21 2. On behalf of the CALIFORNIA CLASS:

- 22 a. That the Court certify the Second, Third, Fourth, Fifth, and Sixth Causes of Action  
23 asserted by the CALIFORNIA CLASS as a class action pursuant to California Code  
24 of Civil Procedure Section 382;  
25 b. Compensatory damages, according to proof at trial, including compensatory  
26 damages due to PLAINTIFF and the other members of the CALIFORNIA CLASS,  
27 during the applicable CLASS PERIOD plus interest thereon at the statutory rate;  
28 c. The greater of all actual damages or fifty dollars (\$50) for the initial pay period in

1 which a violation occurs and one hundred dollars (\$100) per each member of the  
2 CALIFORNIA CLASS for each violation in a subsequent pay period, not exceeding  
3 an aggregate penalty of four thousand dollars (\$4,000), and an award of costs for  
4 violation of California Labor Code Section 226;

5 d. The wages of all terminated employees from the CALIFORNIA CLASS as a  
6 penalty from the due date thereof at the same rate until paid or until an action  
7 therefore is commenced, in accordance with California Labor Code Section 203.

8 e. The amount of the expenses PLAINTIFF and each member of the CALIFORNIA  
9 CLASS incurred in the course of their job duties, plus interest, and costs of suit.

10 3. On the Sixth Cause of Action

11 a. For an award of statutory damages as plead pursuant to Labor Code § 1198.5

12 b. For an injunction compelling production of Plaintiff's employment records  
13 pursuant to Labor Code §1198.5.

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1 4. On all claims:


2 a. An award of interest, including prejudgment interest at the legal rate;

3 b. Such other and further relief as the Court deems just and equitable; and

4 c. An award of penalties, attorneys' fees, and costs of suit, as allowable under the law,  
5 including and pursuant to, but not limited to, California Labor Code Sections 218.5,  
6 226, 246 and/or 1194.

7  
8 DATED: September 4, 2025

**JCL LAW FIRM, APC**

9 By:   
10 Jean-Claude Lapuyade, Esq.  
11 Attorney for PLAINTIFF  
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**DEMAND FOR A JURY TRIAL**

PLAINTIFF demands a jury trial on issues triable to a jury.

DATED: September 4, 2025

**JCL LAW FIRM, APC**

By:   
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Jean-Claude Lapuyade, Esq.  
Attorney for PLAINTIFF