

1 **JUSTICE FOR WORKERS, P.C.**

William C. Sung SB# 280792

2 E-Mail: william@justiceforworkers.com

Tiffany L. Luu SB# 335127

3 E-Mail: tluu@justiceforworkers.com

Joseph C. Ramli SB# 339491

4 E-Mail: jramli@justiceforworkers.com

3600 Wilshire Boulevard, Suite 1815

5 Los Angeles, CA 90010

Tel: 323-922-2000

6 Fax: 323-922-2000

7 Attorneys for Plaintiff MARCOS BELTRAN

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

9 **FOR THE COUNTY OF RIVERSIDE**

10
11 MARCOS BELTRAN, an individual and on
behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 FONDOMONTE CALIFORNIA, LLC, a
15 Delaware limited liability company; and DOES
1 through 50,

16 Defendants

Case No.: CVRI2402849

[Assigned for All Purposes to:
Hon. Harold W. Hopp, Dept. 1]

**DECLARATION OF WILLIAM C. SUNG
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

[Filed Concurrently with Motion for
Preliminary of Approval of Class Action and
PAGA Settlement, Notice of Filing Class
Action and PAGA Settlement Agreement,
Declarations in Support Thereof, and
[Proposed] Order]

DATE: February 10, 2026

TIME: 8:30 a.m.

DEPT: 1

Reservation No.: 897260667678

Action Filed: May 24, 2024

Trial Date: Not Set

1 I, William C. Sung, hereby declare as follows:

2 1. I am an attorney licensed to practice law in the state of California and have been
3 admitted to practice before this Court. I am an attorney with the law firm of Justice for Workers,
4 P.C., counsel of record for Plaintiff MARCOS BELTRAN (“Plaintiff”) in this action. I am lead
5 counsel for Plaintiff in this case and I have personal knowledge of the matters stated herein and if
6 called and sworn as a witness, I would and could competently testify under oath thereto.

7 **LITIGATION SUMMARY**

8 2. Defendant Fondomonte California, LLC (“Defendant”) owns and operates farms in
9 Blythe, California.

10 3. On May 24, 2024, Plaintiff submitted a letter to the California Labor & Workforce
11 Development Agency (“LWDA”) initiating administrative exhaustion of her claim for civil
12 penalties under the Private Attorneys General Act, California Labor Code § 2699.3, *et seq.* (the
13 “PAGA”). Attached hereto as Exhibit 1 is a true and correct copy of the May 24, 2024 PAGA letter.

14 4. On the same date, May 24, 2024, Plaintiff commenced this class action by filing the
15 Class Action Complaint alleging the following causes of action against Defendant: (1) Minimum
16 Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest Period
17 Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair Competition.

18 5. On August 15, 2024, following the Court’s grant of Plaintiff’s Stipulation for Leave
19 to Amend, Plaintiff filed the operative First Amended Complaint adding a cause of action for Civil
20 Penalties under the PAGA. Attached hereto as Exhibit 2 is a true and correct copy of the First
21 Amended Complaint.

22 6. The Parties agreed to engage in private mediation with well-respected mediator, Gig
23 Kyriacou, Esq., and engaged informal discovery and document exchange. On August 28, 2025, the
24 Parties attended mediation with Mr. Kyriacou and successfully reached a resolution of this Action
25 on a class action and PAGA representative basis. During the mediation, the Parties debated the
26 strengths and weaknesses of Plaintiff’s claims and Defendant’s defenses thereto and the scope of
27 employees whom Plaintiff could represent even if Plaintiff’s legal claims had merit. After a full day
28 of mediation, the Parties resolved the Actions. The Parties subsequently memorialized all formal

1 terms in a Class Action and PAGA Settlement Agreement (the “Agreement”), attached as Exhibit 1
2 to the Notice of Filing of Class Action and PAGA Settlement Agreement.

3 **ITEMS REQUIRED UNDER THE COURT’S CASE MANAGEMENT ORDER #1**

4 7. Prior to mediation, the Parties also engaged in informal discovery, where Defendant
5 provided Plaintiff with data which included (1) class and PAGA demographic information,
6 including number of Class Members and workweeks worked and number of Aggrieved Employees
7 and pay periods worked; (2) a 20% sampling Class Members’ time and payroll records; (3)
8 Defendant’s employee handbooks and relevant policies and procedures in effect during the Class
9 Period; and (4) Plaintiff’s personnel records and wage statements.

10 8. Plaintiff’s counsel engaged an expert data analyst to conduct an analysis of the
11 sampling records, Class Counsel analyzed and investigated the facts and law relevant to the
12 Plaintiff’s claims, and the Parties outlined their respective positions in mediation briefs for the
13 mediator.

14 9. **CMO (G)(3)(a)(i): Number of Individuals in the Class.** The number of Class
15 Members is estimated at 340 individuals and the number of PAGA Aggrieved Employees is
16 estimated at 199 individuals.

17 10. **CMO (G)(3)(a)(ii): Attorney’s Estimate of the Total Amount of Damages.** Based
18 on the data provided, Plaintiff believes that the Class could have obtained damages of
19 approximately \$1,183,766.82 plus PAGA penalties. Plaintiff estimates the following damages for
20 each of the causes of action as follows:

21 a. **Unpaid Wages Due to Regular Rate Violations.** Plaintiff alleges that
22 Defendant failed to incorporate non-discretionary incentive compensation into the regular rate of
23 pay for overtime purposes. Here, Defendant paid Class Members various types of incentive
24 compensation, including an incentive coded as “Meal Premium” equal to 30 minutes of straight
25 time pay to irrigation and security employees who were unable to take an uninterrupted meal
26 period; an incentive coded as Train 1.25 paid to employees who were scheduled to unload trains and
27 whose shifts were cancelled due to train delay; and the value of meals paid to H2-A visa workers.
28 Based on Class Counsel’s analysis of the payroll records, damages for underpayment of overtime is

1 \$42,966.27 and damages for underpayment of meal period premiums is \$56.62. There is no private
2 right of action for paid sick leave claims. Paid sick leave violations are included in Class Counsel's
3 analysis for derivative waiting time, wage statement, and PAGA penalties under Labor Code §§
4 203, 226, and 2699, *et seq.*

5 **b. Unpaid Wages Due to Off-the-Clock Work.** Plaintiff alleges that he and
6 Class Members sometimes worked off the clock up waiting in line for up to 5 minutes to clock in
7 and out. Here, any instances of off-the-clock work would not be reflected in the records. Estimating
8 that Class Members worked on average 30 minutes off the clock per week and at an average hourly
9 rate of \$18.82, Defendant's maximum exposure to the Class for unpaid of wages, including
10 overtime, to be approximately \$357,942.29.

11 **c. Meal and Rest Period Premiums.** Plaintiff alleges that he and Class
12 Members did not receive all of their meal periods and rest periods. Here, in analyzing the time
13 records, Plaintiff's expert found 13.10% of shifts had a meal period violation without payment of
14 premiums, broken down as 0.70% of eligible shifts had a missed first meal period violation; 0.26%
15 of eligible shifts had a late first meal period violation; 0.44% of eligible shifts has a short meal
16 violation; and 11.83% of eligible shifts had a missed second meal violation. Class Counsel
17 estimates Defendant's maximum exposure to the Class for unpaid meal period premiums to be
18 approximately \$62,520.59. As to rest periods, any instances of rest period violations would not be
19 reflected in the records. Given Defendant's meal period compliance rate, and estimating that Class
20 Members had a 10% rest period non-compliance rate (i.e., one violation every week), Defendant's
21 maximum exposure to the Class for unpaid rest period premiums is \$47,699.29.

22 **d. Statutory Penalties for Wage Statement and Waiting Time Violations.**
23 Plaintiff alleges that Defendant failed to provide compliant wage statements and pay all wages due
24 upon separation of employment as a result of underpaid overtime and paid sick leave due to regular
25 rate violations, unpaid wages including overtime due to off the clock work, and unpaid meal and
26 rest period premiums. Based on Class Counsel's analysis and at a 27.16% violation rate, Class
27 Counsel estimates Defendant's maximum exposure for wage statement penalties is \$279,394.92.
28 Based on Counsel Counsel's analysis and at a 61.54% violation rate for 142 formerly employed

1 Class Members, Class Counsel estimates Defendant's maximum exposure for waiting time penalties
2 is \$436,153.11.

3 **e. Civil Penalties Under the PAGA.** Plaintiff seeks civil penalties under the
4 PAGA for the aforementioned wage and hour violations (unpaid wages, meal and rest period
5 violations, wage statement violations, and failure to pay all wages upon separation) and paid sick
6 leave violations. Based on Class Counsel's analysis, Class Counsel estimate potential exposure for
7 civil penalties under the PAGA to be approximately \$1,028,700.00 (\$100 initial violation rate X
8 10,287 pay periods).

9 **11. CMO (G)(3)(a)(iii): Attorney's Estimate of What the Class Could Reasonably**
10 **Expect to Be Awarded at Trial:** Plaintiff believes that he can prevail at trial and be awarded the
11 entire amount of the maximum exposure. However, having tried wage and hours cases to verdict,
12 Class Counsel believes there is also a reasonable possibility that the Court may find in favor of
13 Defendant and award nothing to Plaintiff based on Defendant's defenses.

14 As to the regular rate theory, Defendant contends that Plaintiff is an inadequate class
15 representative because he did not earn any of the incentive compensation at issue and therefore a
16 regular rate subclass cannot be certified.

17 As to the off-the-clock work theory, Defendant contends that it has compliant policies
18 prohibiting employees from working off the clock, and the sampling records evidence that Class
19 Members were paid 46,339 overtime hours totaling over \$1,339,000 and 1,067.14 double time
20 hours totaling over \$39,000. Thus, Defendant maintains that its policies, practices, and class records
21 evidence highly complaint policies and practices, Plaintiff's off-the-clock work theory is not suited
22 for class certification, nor can classwide liability be proven at trial, due to numerous individualized
23 inquiries as to whether which employees worked off-the-clock, whether Defendant knew or should
24 have known that employees were working off the clock, and whether they were instructed or
25 permitted to work off the clock by their supervisors or managers.

26 As to the claim for failure to provide compliant meal and rest periods, Defendant asserts that
27 it has compliant policies in its employee handbook on the provision of meal and rest periods to
28 Class Members. Defendant asserts that Class Members signed valid and enforceable meal period

1 waivers (the enforceability of which is contended by Plaintiff) which significantly reduces the meal
2 period violation rate. Defendant asserts that, against a low meal period violation rate on the records,
3 its policies and records evidence a highly compliant meal and rest period practice, and any non-
4 compliant meal and rest periods resulted from lawful employee waiver or voluntary choice, rather
5 than any systemic policy and/or practice of Defendant. Finally, Defendant maintains Plaintiff's
6 meal and rest period claims are not suited for class certification since individual inquiries would be
7 needed to assess which employees, if any, took non-compliant or missed meal and rest periods, how
8 many meal and rest periods were non-compliant or missed, and the reasons why a particular
9 employee did not take a meal or rest period on a particular shift.

10 For wage statement penalties under Labor Code § 226(e) and waiting time penalties under
11 Labor Code § 203, Defendant contends that it would not be subject to statutory penalties based on
12 its good-faith defenses as stated above, and these issues cannot meet the willfulness standard in
13 Labor Code § 203 or the knowing and intentional standard in Labor Code § 226(e). Notably,
14 Defendant relied on the California Supreme Court decision in *Naranjo v. Spectrum Security*
15 *Services, Inc.* (2024) 15 Cal.5th 1056, 1065, which held that an employer's good-faith defenses
16 precludes a "willfulness" finding under Labor Code § 203 and a "knowing and intentional" finding
17 under Labor Code § 226(e) for the imposition of statutory penalties.

18 PAGA penalties are also subject to any good-faith defenses that Defendant may raise.
19 Moreover, PAGA penalties are discretionary and subject to reduction by this Court. Defendant
20 argued that based on their compliant policies and practices and the fact that class recovery is
21 available, the Court will significantly reduce any award of PAGA penalties based on its good-faith
22 compliance with the Labor Code.

23 While the Parties disagree on the application of the law to the facts, each Party recognized in
24 negotiations that, if taken to class certification and trial, the other Party would at least have
25 reasonable arguments, such that the Gross Settlement Amount to which the Parties ultimately
26 agreed was reasonable. The total maximum exposure for class claims amounts to approximately
27 \$1,183,766.82. On the regular rate theory, if the Court finds that Plaintiff is not an adequate class
28 representative, then it will deny certification as to this subclass, and Class Counsel believes there is

1 at least a 20% risk factor, bringing the realistic recovery for underpaid overtime to \$34,373.02 and
2 underpaid double time to \$45.30.

3 On the off-the-clock work and failure to provide meal and rest period claims, given
4 Defendant's defenses and its policies, the Court could deny class certification, resulting in no
5 recovery for the Class, or classwide damages may be severely limited at trial. Thus, Class Counsel
6 believes there is at least a 50% risk factor, bringing the realistic recovery for unpaid wages due to
7 off-the-clock work to \$178,971.15, unpaid meal period premiums to \$31,260.30, and unpaid rest
8 period premiums to \$23,849.65. Given the California Supreme Court's decision in *Naranjo*, there is
9 an 80% risk factor that the Court might find Defendant's good-faith defenses preclude wage
10 statement and waiting time penalties, bringing the realistic recovery to \$55,878.98 for wage
11 statement penalties and \$87,230.62 for waiting time penalties.

12 Total PAGA penalties amounted to \$1,028,700. (Ibid.) However, if the Court were to reduce
13 the PAGA penalties by 80% similar to Carrington, the PAGA penalties exposure would amount to
14 approximately \$205,740.00.

15 Thus, the total realistic class damages and PAGA penalties are \$617,349.00. The Gross
16 Settlement Amount is 61.55% of the maximum class and PAGA recovery and well within the
17 reasonable range of settlement for class/PAGA actions.

18 12. **CMO (G)(3)(a)(iv): Estimated Recovery by Average Class Member if the**
19 **Settlement Were Approved.** Based on the estimated number of Class Members, which is 340
20 individuals, each Class Member will receive, on a raw average, approximately \$634.83, which is the
21 pro-rata amount per Class Member based on the estimated Net Settlement Amount of \$215,843.33.

22 13. **CMO (G)(3)(a)(v): Estimated Recovery by Average Aggrieved Employee if the**
23 **Settlement Were Approved.** Each Aggrieved Employee would be a member of the Class. Thus, in
24 addition to the average recovery for Class Members, each of the estimated 199 Aggrieved
25 Employees will receive, on a raw average, an additional \$25.13 for the PAGA claims.

26 14. **CMO (G)(3)(a)(vi): Discovery and Other Factual Investigation.** As noted above,
27 the Parties engaged in informal discovery prior to mediation, where Defendant provided Plaintiff
28 with data which included (1) a list with Class Members' employee numbers, dates of employment,

1 job title, location worked, and pay rate; (2) all Class Members' time and payroll records exported
2 onto Excel; (3) Defendant's employee handbooks and relevant policies and procedures in effect
3 during the Class Period; and (4) Plaintiff's personnel records. Plaintiff's counsel and its expert
4 utilized the data from the class list, sampling time and payroll records, and class statistics to
5 perform damages calculation.

6 15. **CMO (G)(3)(a)(vii): Other Pending Litigation.** I have inquired with other
7 attorneys at my law firm and I am not aware any other existing class and/or PAGA actions that
8 assert claims similar to those asserted in this action on behalf of a class or group of individuals
9 some of whom would also be members of the Class defined in this Action.

10 16. **CMO (G)(3)(c): Uncashed Checks, Unpaid Residue or Other Unclaimed or**
11 **Abandoned Funds.** Plaintiff believes that sending the funds to the unclaimed funds is superior to
12 redistribution to Class Members that cashed their checks because Class Members that either had
13 their checks lost in the mail or otherwise did not deposit their checks within 180 days will still have
14 an opportunity to receive their settlement funds beyond the 180 days. In Class Counsel's
15 experience, there have been occasions where Class Members have contacted Plaintiff's Counsel
16 after the expiration to claim their settlement proceeds, and because the funds were sent to the State
17 Controller's office, the Class Members were able to receive their settlement funds. Thus, Class
18 Members' right to receive their settlement proceeds will be best protected by this process.

19 17. **CMO (G)(3)(d): Settlement Administrator.** Plaintiff obtained bids from two
20 reputable class action administrators and received the lowest bid from Apex Class Action LLC. The
21 Parties have drafted the Proposed Class Notice in a manner that will be likely to be readily
22 understood and the notice will be provided in both English and Spanish by the Administrator

23 **ATTORNEY QUALIFICATIONS, FEES, AND COSTS**

24 18. From the inception of the case, my team and I have zealously represented the
25 interests of Plaintiff and the Class Members. The settlement was obtained for the benefit of the
26 Class, as opposed to the individual Plaintiff. Based on my review of all the information, and based
27 on my experience in wage and hour litigation, I believe this settlement to be fair, adequate, and
28 reasonable.

1 19. My qualifications are as follow: I received my J.D. from the University of Southern
2 California Gould School of Law in 2011. During law school, I served as the Senior Content Editor
3 on the Southern California Law Review where I published the article: *Taking the Fight Back to Title*
4 *VII: A Case for Redefining “Because of Sex” to Include Gender Stereotypes, Sexual Orientation,*
5 *and Gender Identity*, Southern California Law Review, Volume 84:2 (Jan. 2011). During law
6 school, I also served as a judicial extern to U.S. Ninth Circuit Judge, Hon. Kim M. Wardlaw, and
7 U.S. Bankruptcy Court Judge, Hon. Ernest M. Robles; served as a law clerk to the General Counsel
8 of JM Eagle; and participated in the law school’s Employer Legal Advice Clinic.

9 20. After passing the California Bar, in December 2011, I began practicing management-
10 side employment law at the Los Angeles office of Lewis Brisbois Bisgaard & Smith LLP
11 (“LBBS”). In 2013, I began focusing my practice at Lewis Brisbois on representing employers in
12 wage and hour class and PAGA action lawsuits. In January 2017, I was elevated to the position of
13 Partner and Vice Chair of Lewis Brisbois’ Wage & Hour Class Action Practice Group. In
14 November 2020, I was elevated as the Co-Chair of Lewis Brisbois Wage & Hour Class Action
15 Practice Group. From 2015 to 2019, I also served as the Editor-in-Chief of Lewis Brisbois’
16 Employment & Labor Group Client Alerts publication.

17 21. In July 2023, I joined Justice for Workers, P.C. (“JFW”) and began heading its
18 Complex Litigation Practice Group where I focus my practice on representing employees in wage
19 and hour class and PAGA action lawsuits.

20 22. During my tenure as a wage and hour class action defense attorney, I have
21 represented employers in over 75 wage and hour class and/or PAGA action lawsuits.

22 23. In my current practice at JFW, I serve as the lead plaintiff’s counsel on over 100
23 pending class and/or PAGA actions. In addition to this matter, I have resolved over 50 other class
24 and/or PAGA actions at mediation. The following are cases in which I have received final or
25 preliminary approval of class action and/or PAGA settlement and I was appointed as class and/or
26 PAGA counsel. The following are cases in which I have received preliminary approval of class
27 action settlement and I was appointed as class counsel: *Ryan Lukman v. Safe Haven Security*
28 *Services, LLC*, Riverside County Superior Court, Case NO. CVRI2400777, final approval of

1 class/PAGA settlement granted on October 1, 2025; *Amaya Nelson v. Clair Global Corp.*, Los
2 Angeles Superior Court, Case No. 24STCV14597, final approval of class/PAGA settlement granted
3 on May 22, 2025; *Jose Regalado v. United Markets*, Marin County Superior Court Case No.
4 CV0001169, final approval of class/PAGA settlement granted on August 29, 2025; *Irene Eunhee*
5 *Ikuta v. TAKEE International, Inc.*, Los Angeles Superior Court, Case No. 23STCV21120,
6 preliminary approval of class/PAGA settlement granted on August 27, 2025; *Mushfiqur Chowdhury*
7 *v. CWT US, LLC*, Los Angeles Superior Court Case No. 23STCV25373, final approval of
8 class/PAGA settlement granted on August 22, 2025; *Pedro Hernandez v. Edmund A. Gray Co.*, Los
9 Angeles Superior Court Case No. 24STCV04118, final approval of class/PAGA settlement granted
10 on August 19, 2025; *Poul Bedri v. City of Hope National Medical Center*, Los Angeles Superior
11 Court Case No. 23STCV23713, preliminary approval of class/PAGA settlement granted on August
12 19, 2025; *Linda Salazar Ayala v. Applied Membranes, Inc.*, San Diego Superior Court, Case No.
13 37-2023-00054420-CU-OE-CTL, preliminary approval of class/PAGA action settlement granted on
14 August 15, 2025; *Shayne Alissa Werber v. Teleferic Barcelona LA LLC, et al.*, Los Angeles
15 Superior Court Case No. 23STCV25517, preliminary approval of class/PAGA action settlement
16 granted on August 14, 2025; *Pedro Hernandez v. Steps Apparel Group, Inc., et al.*, Los Angeles
17 Superior Court Case No. 23STCV27883, approval of PAGA settlement granted on August 13,
18 2025; *Doelisha Kelly v. Pan American Properties, Inc.*, Orange County Superior Court Case No.
19 30-2023-01362739-CU-OE-CXC, approval of PAGA settlement granted on July 11, 2025; *Alexis*
20 *Bartram v. Lakeshore Learning Materials, LLC*, Los Angeles Superior Court Case No.
21 23STCV21174, final approval of class/PAGA settlement granted on July 3, 2025; *Randall Bachman*
22 *v. Geodis Logistics LLC*, Riverside Superior Court, Case No. CVRI2400956, final approval of
23 class/PAGA settlement granted on June 25, 2025; *Chinyere Ezekwesili v. Vermont HealthCare*
24 *Center LLC*, Los Angeles Superior Court Case No. 24STCV17871, approval of PAGA settlement
25 granted on June 11, 2025; *Jorge Nieto v. Pick-Your-Part Auto Wrecking*, Riverside Superior Court
26 Case No. CVRI2402255, approval of PAGA settlement granted on May 29, 2025; *Ted Kim v.*
27 *Hyundai America Technical Center, Inc.*, San Bernardino Superior Court Case No. CIVSB2326861,
28 approval of PAGA settlement granted on May 21, 2025; *Eric Echeverria v. Fireclay Tile Inc.*, San

1 Benito Superior Court Case No. CU-23-00249, final approval of class/PAGA settlement granted on
2 May 7, 2025; *Isaias Velasco v. Nature's Produce*, Los Angeles County Superior Court Case No.
3 23STCV23811, approval of PAGA settlement granted on April 29, 2025; *Norma Borquez v. Smart*
4 *Metals Recycling LLC*, Yolo Superior Court Case No. CV2024-0050, final approval of class/PAGA
5 settlement granted on April 4, 2025; *Juan Hinojos Campos v. Applied Technology Group, Inc.*,
6 Kern Superior Court Case No. BCV-23-103067, final approval of class/PAGA settlement granted
7 on March 11, 2025; *Dennisha Lampkin v. Sunstates Security, Inc.*, Riverside Superior Court Case
8 No. CVRI2305600, final approval of class/PAGA settlement granted on December 18, 2024.

9 24. On October 29, 2025, I caused a copy of the Motion, Agreement, and Proposed
10 Order to be uploaded to the LWDA's website. Attached hereto as Exhibit 3 is a true and correct
11 copy of the LWDA's confirmation email.

12 I declare, under penalty of perjury under the laws of the State of California, that the
13 foregoing is true and correct.

14 Executed on October 29, 2025 at Los Angeles, California.

15
16 

17 _____
18 William C. Sung
19
20
21
22
23
24
25
26
27
28

EXHIBIT 1



JUSTICE FOR WORKERS

3600 WILSHIRE BOULEVARD, SUITE 1815, LOS ANGELES, CA 90010

TEL: (323) 922-2000

FAX: (323) 922-2000

www.JusticeForWorkers.com

May 24, 2024

VIA PAGA ONLINE FILING ONLY

California Labor and Workforce Development Agency

Attn: PAGA Administrator

455 Golden Gate Avenue, 9th Floor

San Francisco, CA 94102

<https://dir.tfaforms.net/308>

Re: *Marcos Beltran v. Fondomonte California, LLC*
Notice of Private Attorneys General Act Claim

Dear PAGA Administrator:

This office has been retained by aggrieved employee Marcos Beltran (“Plaintiff”) concerning a representative action pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (“PAGA”) against Fondomonte California, LLC (including any and all affiliates, subsidiaries, parents, directors, officers, managing agents, and executive employees) (collectively referred to as “Defendants”) for violations of California wage and hour laws. Plaintiff seeks civil penalties for violations of the Labor Code and all other remedies available under PAGA.

Plaintiff seeks these remedies on behalf of the State of California and “aggrieved employees,” as defined herein. This letter is sent in compliance with the notice requirements of Labor Code § 2699.3.

Defendants own and operate farms in Blythe, California. Defendants employed Plaintiff as an hourly-paid, non-exempt employee from approximately 2019 to approximately December 2023 as a farm mechanic. The “aggrieved employees” that Plaintiff seeks civil penalties on behalf of are all current and former hourly-paid or non-exempt employees who worked for any of the above-referenced entities within the State of California.

Based on the following facts and theories, Defendants violated and/or continue to violate, among other provisions of the Labor Code and applicable wage law, California Labor Code §§ 201, 202, 203, 204, 210, 226, 226.7, 246, 256, 510, 512, 516, 558, 558.1, 1174, 1194, 1197, 1197.1, 1198, and 2802, and IWC Wage Orders including Wage Orders 13-2001 and 14-2001.

Labor Code §§ 1194, 1197, and 1197.1 provide the minimum wage to be paid to employees, and the payment of a lesser wage than the minimum so fixed is unlawful. The applicable Wage Order defines "hours worked" as "the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work, whether or not required to do so." See §2 of all applicable Wage Orders. Therefore, employers are required to pay employees for all time spent subject to the control of the employer and all time the employee is suffered or permitted to work. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to perform work before clocking in, after clocking out, and/or during off-the-clock meal breaks, including waiting for up to 5 minutes per shift to clock in and out for their shifts, and failed to compensate aggrieved employees for this time.

Labor Code §§ 510 and 1198 require employers to pay time-and-a-half or double time overtime wages, and make it unlawful to work employees for hours longer than eight hours in one day and/or over forty hours in one week without paying the premium overtime rates at one-and-one-half times or double the regular rate of pay, including additional remuneration. During the relevant time period, Plaintiff and other aggrieved employees worked in excess of 8 hours in a day and 40 hours in a week but were not paid for all hours worked before clocking in, after clocking out, and/or during off-the-clock meal breaks, including waiting for up to 5 minutes per shift to clock in and out for their shifts.

Labor Code §§ 226.7, 512, 516, and the Wage Orders require employers to pay an employee one additional hour of pay at the employee's regular rate of compensation for each meal or rest period that is not provided. During the relevant time period, Defendants required Plaintiff and other aggrieved employees to work during meal and rest periods and failed to compensate them properly and at the regular rate of compensation for non-compliant meal and rest periods including, *inter alia*, short, late, interrupted, and missed meal and rest periods.

Labor Code §§ 201 and 202 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and if an employee quits his or her employment, his or her wages shall become due and payable not later than seventy-two (72) hours thereafter, unless the employee has given seventy-two (72) hours' notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting. During the relevant time period, Defendants failed to pay Plaintiff and other aggrieved employees all wages due to them within any time period specified by Labor Code §§ 201 and 202, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 204 requires that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 16th and the 26th day of the month during which the labor was performed, and that all wages earned by any person in any employment between the 16th and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the 1st and the 10th day of the following month. Labor Code § 204 also requires that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. During the relevant time period, Defendants failed to pay Plaintiff and other

aggrieved employees all wages due to them within any time period specified by Labor Code § 204, including earned and unpaid minimum, overtime, and premium wages as discussed above.

Labor Code § 226 requires employers to make, keep and provide complete and accurate itemized wage statements to their employees. During the relevant time period, Defendants did not provide Plaintiff and other aggrieved employees with complete and accurate itemized wage statements. The wage statements they received from Defendants were in violation of Labor Code § 226(a). The violations include, but are not limited to, the failure to include the total hours worked, including time spent working off the clock and during meal and rest periods, failure to state the correct gross and net wages earned for all time worked, and failure to state all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code § 1174 requires an employer to keep, at a central location in the state or at the plants or establishments at which employees are employed, payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees employed at the respective plants or establishments. These records shall be kept with rules established for this purpose by the commission, but in any case shall be kept on file for not less than two years. During the relevant time period, Defendants failed to keep accurate and complete payroll records showing the actual hours worked daily and the wages earned by Plaintiff and other aggrieved employees, including earned and unpaid minimum, overtime, and premium wages as discussed above.

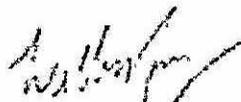
Therefore, on behalf of all aggrieved employees, Plaintiff seeks all applicable penalties arising out of the above-referenced wage, hour, and payroll practices, or which could be assessed and collected by the LWDA, for violation of the Labor Code pursuant to PAGA. Labor Code § 2699.3 requires that a claimant send a certified letter (i.e. this letter) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA and employer an opportunity to investigate the claims and/or take any action they deem appropriate. If the LWDA and Defendants elect not to take any action with respect to any of the foregoing claims, Plaintiff will seek these penalties in a civil action on behalf of all aggrieved employees within one year of the date of this letter as allowed by law.

If you have any questions, please contact me at the phone number or address below:

William C. Sung
JUSTICE FOR WORKERS, P.C.
3600 Wilshire Boulevard
Suite 1815
Los Angeles, CA 90010
Office: 323-922-2000
Fax: 323-922-2000
Email: william@justiceforworkers.com

Thank you for your attention to this matter.

Very truly yours,

A handwritten signature in black ink, appearing to read 'William C. Sung', with a long horizontal flourish extending to the right.

William C. Sung
JUSTICE FOR WORKERS, P.C.

Cc: Via USPS Certified Mail – Return Receipt Requested

Fondomonte California, LLC
c/o CSC Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Dr. # 150
Sacramento, CA 95833

7022 2410 0001 8622 3949

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

OFFICIAL USE

Certified Mail Fee

Extra Services & Fees (check box, add fee as appropriate)

Return Receipt (hardcopy) \$ _____

Return Receipt (electronic) \$ _____

Certified Mail Restricted Delivery \$ _____

Adult Signature Required \$ _____

Adult Signature Restricted Delivery \$ _____

Postmark
Here

Postage \$ **8.69**

Total Postage and Fees \$ **8.69**

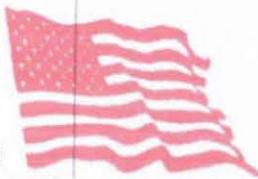
Send To
 Street and Apt. No. or PO Box No.
Fondomonte California, LLC
2710 Gateway Oaks Dr. # 150
 City, State, ZIP+4®
Sacramento, CA 95833

PS Form 3800, April 2015 PSN 7530-02-000-0007 See Reverse for Instructions

CERTIFIED MAIL®



7022 2410 0001 8622 3949



quadjent
 FIRST-CLASS MAIL
 IMI
\$008.69[®]
 05/24/2024 ZIP 92683
 044K33212708

US POSTAGE

JUSTICE FOR WORKERS, P.C.
 3600 Wilshire Blvd Ste 1815
 Los Angeles, CA 90010

Fondomonte California, LLC
 c/o CSC Lawyers Incorporating Service
 Agent for Service of Process
 2710 Gateway Oaks Dr. # 150
 Sacramento, CA 95833

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS. FOLD AT DOTTED LINE.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Fondomonte California, LLC
c/o CSC Lawyers Incorporating Service
Agent for Service of Process
2710 Gateway Oaks Dr. # 150
Sacramento, CA 95833



9590 9402 8702 3310 1892 24

2. Article Number (Transfer from service label)

7022 2410 0001 8622 3949

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

all Restricted Delivery

Subject: Thank you for submission of your PAGA Case.
Date: Friday, May 24, 2024 at 1:37:58 PM Pacific Daylight Time
From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
To: William Sung

5/24/2024

LWDA Case No. LWDA-CM-1030388-24
Law Firm : Justice for Workers, P.C.
Plaintiff Name : Marcos Beltran
Employer: Fondomonte California, LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT 2

1 **JUSTICE FOR WORKERS, P.C.**
William C. Sung, SB# 280792
2 E-Mail: william@justiceforworkers.com
Tiffany L. Luu, SB# 335127
3 E-Mail: tluu@justiceforworkers.com
3600 Wilshire Boulevard, Suite 1815
4 Los Angeles, CA 90010
Tel: 323-922-2000
5 Fax: 323-922-2000

6 Attorneys for Plaintiff MARCOS BELTRAN

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF RIVERSIDE**

10 MARCOS BELTRAN, an individual and on
behalf of all others similarly situated;

11
12 Plaintiff,

13 vs.

14 FONDOMONTE CALIFORNIA, LLC, a
Delaware limited liability company; and DOES
15 1 through 50,

16 Defendants.
17
18
19
20
21
22
23
24
25
26
27
28

Case No.: CVRI2402849

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

- (1) **MINIMUM WAGE VIOLATIONS
(LABOR CODE §§ 1182.12, 1194,
1194.2, 1197);**
- (2) **OVERTIME WAGE VIOLATIONS
(LABOR CODE §§ 204, 510, 1194,
1198);**
- (3) **MEAL PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 512, 558);**
- (4) **REST PERIOD VIOLATIONS
(LABOR CODE §§ 226.7, 516, 558);**
- (5) **WAGE STATEMENT PENALTIES
(LABOR CODE § 226);**
- (6) **WAITING TIME PENALTIES
(LABOR CODE §§ 201-203);**
- (7) **UNFAIR COMPETITION (BUS &
PROF CODE §§ 17200, *et seq.*); and**
- (8) **CIVIL PENALTIES UNDER THE
CALIFORNIA PRIVATE
ATTORNEYS GENERAL ACT
(LABOR CODE §§ 2698, *et seq.*)**

DEMAND FOR JURY TRIAL

1 Plaintiff MARCOS BELTRAN (“Plaintiff”), on behalf of himself and all others similarly
2 situated, hereby brings this First Amended Class and Representative Action Complaint
3 (“Complaint”) against Defendants FONDOMONTE CALIFORNIA, LLC, a Delaware limited
4 liability company, and DOES 1 to 50 (collectively “Defendants”), and on information and belief
5 alleges as follows:

6 **JURISDICTION AND VENUE**

7 1. Plaintiff, on behalf of himself and all others similarly situated, hereby brings this
8 Complaint for recovery of unpaid wages and penalties under California Business and Professions
9 Code § 17200, *et seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194,
10 1194.2, 1197, 1198, 2802, 2698, *et seq.*, and Industrial Welfare Commission (“IWC”) Wage Orders
11 13-2001 and 14-2001 (“Wage Orders”), in addition to seeking injunctive relief, declaratory relief,
12 and restitution. This Complaint is brought pursuant to California Code of Civil Procedure § 382.
13 This Court has jurisdiction over Defendants’ violations of the Labor Code because the amount in
14 controversy exceeds \$25,000.

15 2. Venue is proper in this judicial district because Defendants maintain offices, have
16 agents, and/or transact business in the State of California, including Riverside County, and some of
17 the acts and omissions complained of herein occurred in Riverside County. Furthermore, Plaintiff
18 was employed by Defendants within Riverside County.

19 **PARTIES**

20 3. Plaintiff is, and at all times relevant herein was, an individual over the age of
21 eighteen (18) and is a California resident. Within the statute of limitations periods applicable to
22 each cause of action pled herein, Plaintiff was employed by Defendants as a non-exempt employee.
23 Plaintiff was, and is, a victim of Defendants’ policies, practices, and/or customs complained of
24 herein and has been deprived of the rights guaranteed by Business and Professions Code § 17200, *et*
25 *seq.*, Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 516, 558, 1182.12, 1194, 1194.2, 1197,
26 1198, 2802, 2698, *et seq.*, and Wage Orders.

27 4. Plaintiff is informed and believes, and based thereon alleges, that during the
28 applicable statute of limitations for each cause of action pled herein and continuing to the present,

1 Defendants engaged in, and continue to engage in, business, and employed Plaintiff and other,
2 similarly-situated non-exempt employees within Riverside County, and the State of California and,
3 therefore, were (and are) doing business in Riverside County and the State of California.

4 5. Plaintiff does not know the true names or capacities, whether individual, partner, or
5 corporate, of the defendants sued herein as DOES 1 to 50, inclusive, and for that reason, said
6 defendants are sued under such fictitious names, and Plaintiff will seek leave from this Court to
7 amend this Complaint when such true names and capacities are discovered. Plaintiff is informed,
8 and believes, and based thereon alleges, that each of said fictitious defendants, whether individual,
9 partners, or corporate, was responsible in some manner for the acts and omissions alleged herein,
10 and proximately caused Plaintiff and the Classes (as defined below) to be subject to the unlawful
11 employment practices, wrongs, injuries, and damages complained of herein.

12 6. At all times herein mentioned, each of said Defendants participated in the doing of
13 the acts hereinafter alleged to have been done by the named Defendant; and furthermore,
14 Defendants, and each of them, were the agents, servants, and employees of each of the other
15 defendants, as well as the agents of all Defendants, and at all times herein mentioned, were acting
16 within the course and scope of said agency and employment.

17 7. Plaintiff is informed and believes, and based thereon alleges, that at all times
18 material hereto, each of the Defendants named herein was the agent, employee, alter ego and/or
19 joint venturer of, or working in concert with each of the other co-Defendants and was acting within
20 the course and scope of such agency, employment, joint venture, or concerted activity. To the extent
21 said acts, conduct, and omissions were perpetrated by certain Defendants, each of the remaining
22 Defendants confirmed and ratified said acts, conduct, and omissions of the acting Defendants.

23 8. At all times herein mentioned, Defendants, and each of them, were members of, and
24 engaged in, a joint venture, partnership, and common enterprise, and acting within the course and
25 scope of, and in pursuance of, said joint venture, partnership, and common enterprise.

26 9. At all times herein mentioned, the acts and omissions of various Defendants, and
27 each of them, concurred and contributed to the various acts and omissions of each and all of the
28 other Defendants in proximately causing the injuries and damages as herein alleged.

1 **FACTUAL ALLEGATIONS**

2 10. Defendants own and operate farms in Blythe, California. Defendants employed
3 Plaintiff as an hourly-paid, non-exempt employee from approximately 2019 to approximately
4 December 2023 as a farm mechanic.

5 11. Throughout Plaintiff's employment with Defendants, Defendants' timekeeping
6 and/or payroll policies and practices resulted in Plaintiff and other non-exempt employees not being
7 compensated for all hours actually worked. Plaintiff and other non-exempt employees regularly
8 worked more than eight hours in a workday or 40 hours in a workweek. Upon information and
9 belief, Defendants required Plaintiff and other non-exempt employees to perform work before their
10 scheduled shifts, after their scheduled shifts, and/or during off-the-clock meal breaks, including
11 waiting for up to 5 minutes per shift to clock in and out for their shifts, and failed to compensate
12 employees for this time.

13 12. Defendants failed to provide Plaintiff and other non-exempt employees with all
14 legally compliant meal periods due to Defendants' meal period policies/practices, which have
15 frequently resulted in late (commencing after the fifth hour of work), short (less than 30 minutes),
16 and/or missed meal periods. Upon information and belief, Plaintiff and other non-exempt
17 employees from time to time were not able to take their legally compliant meal breaks due to work
18 demands imposed by Defendants. Additionally, although Plaintiff and other non-exempt employees
19 occasionally worked shifts in excess of 10 hours, Plaintiff and other non-exempt employees were
20 not permitted to take a second meal period in shifts in excess of 10 hours. Upon information and
21 belief, Defendants do not keep accurate records of Plaintiff's and other non-exempt employees'
22 hours worked, including accurate time records showing when employees take their meal periods.
23 On those occasions when Plaintiff and other non-exempt employees were not provided with all
24 legally compliant meal periods to which they were entitled, Defendants failed to compensate
25 Plaintiff and other non-exempt employees with the required meal period premium(s) for each
26 workday there was a meal period violation as mandated by Labor Code § 226.7.

27 13. Plaintiff and other non-exempt employees were not authorized and permitted to take
28 all required rest periods due to Defendants' unlawful rest period policies/practices, which failed to

1 authorize and permit a net 10-minute rest period for every four hours worked, or major fraction
2 thereof. Plaintiff and other non-exempt employees were not able to take their legally compliant rest
3 breaks due to work demands imposed by Defendants. On those occasions when Plaintiff and other
4 non-exempt employees were not authorized and permitted to take all legally compliant rest periods
5 to which they were entitled, Defendants failed to compensate them with the required rest period
6 premium(s) for each workday there was a rest period violation as mandated by Labor Code § 226.7.
7 Upon information and belief, Defendants maintained no mechanism for the payment of rest period
8 premium payments as required by Labor Code § 226.7, in the event that a legally compliant rest
9 period was not authorized and permitted to their non-exempt employees.

10 14. As a result of Defendants' failure to pay all minimum and overtime wages, failure to
11 pay all meal and rest period premium wages, and unlawful timekeeping and payroll practices as
12 alleged above, Defendants maintained inaccurate payroll records and issued inaccurate wage
13 statements to Plaintiff and other non-exempt employees. As a further result of Defendants' failure to
14 pay all minimum and overtime wages, and meal and rest period premium wages, Defendants failed
15 to timely pay all final wages to Plaintiff and other former non-exempt employees upon their
16 separation of employment from Defendants.

17 **CLASS ACTION ALLEGATIONS**

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

- 20 a. Minimum Wage Class: All current and former non-exempt employees of Defendants
21 in the State of California who were subject to Defendants' timekeeping and payroll
22 policies and/or practices, during the four years immediately preceding the filing of
23 this action through the present.
- 24 b. Overtime Class: All current and former non-exempt employees of Defendants in the
25 State of California who worked more than eight hours per day and/or 40 hours per
26 week and were subject to Defendants' timekeeping policies and/or practices, during
27 the four years immediately preceding the filing of this action through the present.

28 ///

- 1 c. Meal Period Class: All current and former non-exempt employees of Defendants in
2 the State of California who: (i) worked at least one shift in excess of 5.0 hours;
3 and/or (ii) worked at least one shift in excess of 10.0 hours, during the four years
4 immediately preceding the filing of this action through the present.
- 5 d. Rest Period Class: All current and former non-exempt employees of Defendants in
6 the State of California who worked at least one shift of 3.5 or more hours, during the
7 four years immediately preceding the filing of this action through the present.
- 8 e. Wage Statement Class: All current and former non-exempt employees of Defendants
9 in the State of California who received a wage statement, during the one year
10 immediately preceding the filing of this action through the present.
- 11 f. Waiting Time Penalty Class: All of Defendants' formerly employed members of the
12 Minimum Wage Class, Overtime Class, Rest Period Class, and/or Meal Period Class
13 during the three years immediately preceding the filing of this action through the
14 present.

15 16. **Numerosity/Ascertainability**: The members of the Classes are so numerous that
16 joinder of all members would be impractical, if not impossible. The membership of the Classes is
17 unknown to Plaintiff at this time; however, it is estimated that the members of the Classes number
18 greater than 50 individuals. The identity of such membership is readily ascertainable via inspection
19 of Defendants' employment records, including payroll records.

20 17. **Common Questions of Law and Fact Predominate/Well-Defined Community of**
21 **Interest**: There are predominant common questions of law and fact as to Plaintiff and members of
22 the Classes, which predominate over questions affecting only individual members including,
23 without limitation to:

- 24 a. Whether Defendants properly paid all overtime wages to members of the Overtime
25 Class;
- 26 b. Whether Defendants paid at least the minimum wage for all hours worked to
27 members of the Minimum Wage Class;

28 ///

- 1 c. Whether Defendants provided all legally compliant meal periods or paid meal period
2 premium wages due to members of the Meal Period Class pursuant to Labor Code §§
3 226.7 and 512;
- 4 d. Whether Defendants authorized and permitted all legally compliant rest periods or
5 paid all rest period premium wages due to members of the Rest Period Class
6 pursuant to Labor Code §§ 226.7 and 516;
- 7 e. Whether Defendants furnished legally compliant wage statements to members of the
8 Wage Statement Class pursuant to Labor Code § 226;
- 9 f. Whether Defendants reimbursed members of the Expense Reimbursement Class for
10 all necessary business expenses pursuant to Labor Code § 2802; and
- 11 g. Whether Defendants timely paid all final wages to members of the Waiting Time
12 Class at the time of their separation of employment pursuant to Labor Code §§ 201
13 and 202.

14 These common questions of law and fact set forth above are numerous and substantial and
15 stem from Defendants' policies and/or practices applicable to each individual class member. As
16 such, the common questions predominate over individual questions concerning each individual
17 class member's showing as to their eligibility for recovery or as to the amount of their damages.

18 18. **Typicality:** The claims of Plaintiff are typical of the claims of the Classes because
19 Plaintiff was employed by Defendants as a non-exempt employee in California during the statute(s)
20 of limitations period applicable to each cause of action pled in the Complaint. As alleged herein,
21 Plaintiff, like the members of the Classes, was not paid all minimum and overtime wages owed due
22 to Defendants' timekeeping and payroll policies/practices, was not provided all required meal
23 periods, was not authorized and permitted all rest periods, did not receive premium pay for non-
24 compliant meal and rest periods, was not paid all final wages upon separation of employment, was
25 not provided with accurate, compliant, itemized wage statements, and was not reimbursed for all
26 necessary business expenses.

27 19. **Adequacy of Representation:** Plaintiff is fully prepared to take all necessary steps
28 to represent fairly and adequately the interests of the members of the Classes. Moreover, Plaintiff's

1 attorneys are ready, willing and able to fully and adequately represent the members of the Classes
2 and Plaintiff. Plaintiff's attorneys have litigated numerous wage-and-hour class actions in state and
3 federal courts in the past and are committed to vigorously prosecuting this action on behalf of the
4 members of the Classes.

5 20. **Superiority:** The Labor Code is broadly remedial in nature and serves an important
6 public interest in establishing minimum working conditions and standards in California. These laws
7 and labor standards protect the average working employee from exploitation by employers who
8 have the responsibility to follow the laws and who may seek to take advantage of superior economic
9 and bargaining power in setting onerous terms and conditions of employment. The nature of this
10 action and the format of laws available to Plaintiff and members of the Classes make the class
11 action format a particularly efficient and appropriate procedure to redress the violations alleged
12 herein. If each employee were required to file an individual lawsuit, Defendants would necessarily
13 gain an unconscionable advantage since they would be able to exploit and overwhelm the limited
14 resources of each individual plaintiff with their vastly superior financial and legal resources.

15 21. Moreover, requiring each member of the Class(es) to pursue an individual remedy
16 would also discourage the assertion of lawful claims by employees who would be disinclined to file
17 an action against their former and/or current employer for real and justifiable fear of retaliation and
18 permanent damages to their careers at subsequent employment. The claims of the individual
19 members of the Class are not sufficiently large to warrant vigorous individual prosecution
20 considering all of the concomitant costs and expenses attending hereto.

21 22. Furthermore, the prosecution of separate actions by the individual class members,
22 even if possible, would create a substantial risk of inconsistent or varying verdicts or adjudications
23 with respect to the individual class members against Defendants herein; and which would establish
24 potentially incompatible standards of conduct for Defendants; and/or legal determinations with
25 respect to individual class members which would, as a practical matter, be dispositive of the interest
26 of the other class members not parties to adjudications or which would substantially impair or
27 impede the ability of the class members to protect their interests. As such, the Classes identified
28 hereinabove are maintainable as classes under § 382 of the Code of Civil Procedure.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FIRST CAUSE OF ACTION
MINIMUM WAGE VIOLATIONS
(Against All Defendants)

23. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though fully set forth herein.

24. Labor Code §§ 1182.12, 1197, and Wage Orders, § 4 establish the right of employees to be paid minimum wages for all hours worked, in amounts set by state or local law. Labor Code §§ 1194(a) and 1194.2(a) provide that an employee who has not been paid the legal minimum wage as required by Labor Code § 1197 may recover the unpaid balance together with attorneys’ fees and costs of suit, as well as liquidated damages in an amount equal to the unpaid wages and interest accrued thereon. At all relevant times herein, Defendants failed to conform its pay practices to the requirements of the law by failing to pay Plaintiff and members of the Minimum Wage Class for all hours worked, including, but not limited to, all hours they were subject to the control of Defendants and/or suffered or permitted to work under the Labor Code and Wage Orders.

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

26. As a consequence of Defendants’ non-payment of minimum wages, Plaintiff and members of the Minimum Wage Class seek recovery of the balance of unpaid wages, including interest thereon, statutory penalties, attorneys’ fees, and costs of suit according to Labor Code §§ 218.6, 558, 1194, 1194.2, and 1199, Code of Civil Procedure § 1021.5; and Civil Code §§ 3287 and 3289.

///
///
///

1 Plaintiff and members of the Meal Period Class, with all legally compliant meal periods in
2 accordance with the mandates of the Labor Code and Wage Orders, § 11.

3 33. Despite Defendants' violations, Defendants did not pay an additional hour of pay to
4 Plaintiff and members of the Meal Period Class at their respective regular rates of compensation, in
5 accordance with California Labor Code §§ 204, 210, 226.7, and 512.

6 34. As a consequence of Defendants' unlawful meal period practices, Plaintiff and
7 members of the Meal Period Class seek recovery of unpaid premium wages for meal period
8 violations including interest thereon, statutory penalties, and costs of suit, pursuant to Labor Code
9 §§ 226.7, 512, 558, Wage Orders, and Civil Code §§ 3287 and 3289.

10 **FOURTH CAUSE OF ACTION**

11 **REST PERIOD VIOLATIONS**

12 **(Against All Defendants)**

13 35. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
14 fully set forth herein.

15 36. Labor Code §§ 226.7, 516, 558, and Wage Orders, § 12 and establish the right of
16 employees to be provided with a rest period of at least 10 minutes for each four-hour period
17 worked, or major fraction thereof. Plaintiff is informed and believes, and based thereon alleges, that
18 despite Defendants' failure to authorize and permit Plaintiff and members of the Rest Period Class
19 to take all legally compliant rest periods as alleged herein, Defendants did not pay these individuals
20 an additional hour of pay at their respective regular rate for the rest periods that they failed to
21 authorize and permit them to take, as required by Labor Code § 226.7.

22 37. As a consequence of Defendants' unlawful rest period practices, Plaintiff and
23 members of the Rest Period Class seek recovery of unpaid premium wages for rest period violations
24 including interest thereon, statutory penalties, and costs of suit, statutory penalties, attorneys' fees,
25 and costs of suit according to Labor Code §§ 226.7, 516, 558, Wage Orders, and Civil Code §§
26 3287 and 3289.

27 ///

28 ///

1 **FIFTH CAUSE OF ACTION**

2 **WAGE STATEMENT PENALTIES**

3 **(Against All Defendants)**

4 38. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
5 fully set forth herein.

6 39. Plaintiff is informed and believes, and based thereon alleges, that Defendants
7 knowingly and intentionally, as a matter of uniform policy and practice, failed to furnish Plaintiff
8 and members of the Wage Statement Class with accurate and complete, itemized wage statements
9 that included, among other requirements, all hours worked, total gross wages earned, all rates of pay
10 and corresponding number of hours worked, total net wages earned, the inclusive dates of the pay
11 period, and/or the correct name and address of the legal entity that is the employer in violation of
12 Labor Code § 226.

13 40. Defendants' failure to furnish Plaintiff and members of the Wage Statement Class
14 with accurate and complete, itemized wage statements resulted in actual injury, as said failures led
15 to, among other things, the non-payment of minimum and overtime wages and meal and rest period
16 premium wages owed and deprived them of the information necessary to identify the discrepancies
17 in Defendants' reported payroll data.

18 41. As a consequence of Defendants' unlawful wage statement practices, Plaintiff and
19 members of the Wage Statement Class seek damages and/or statutory penalties, reasonable
20 attorneys' fees, and costs of suit according to California Labor Code § 226.

21 **SIXTH CAUSE OF ACTION**

22 **WAITING TIME PENALTIES**

23 **(Against All Defendants)**

24 42. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
25 fully set forth herein.

26 43. This cause of action is brought pursuant to Labor Code §§ 201-203, which require an
27 employer to pay all wages immediately at the time of separation of employment in the event the
28 employer discharges the employee or the employee provides at least 72 hours of notice of their

1 intent to quit. In the event the employee provides less than 72 hours of notice of their intent to quit,
2 said employee's wages become due and payable not later than 72 hours upon said employee's last
3 date of employment.

4 44. Plaintiff is informed and believes, and based thereon alleges, that Defendants failed
5 to timely pay Plaintiff and members of the Waiting Time Class all final wages due to them at their
6 separation from employment, including unpaid minimum and overtime wages as well as unpaid
7 meal and rest period premium wages.

8 45. Furthermore, Plaintiff is informed and believes, and based thereon alleges, that as a
9 matter of uniform policy and practice, Defendants continue to fail to pay Plaintiff and members of
10 the Waiting Time Class all earned wages at the end of employment in a timely manner pursuant to
11 the requirements of Labor Code §§ 201-202.

12 46. Defendants' failure to pay all final wages was willful within the meaning of Labor
13 Code § 203. Defendants' willful failure to timely pay Plaintiff and the members of the Waiting
14 Time Class their earned wages upon separation from employment results in continued payment of
15 daily wages up to thirty days from the time the wages were due.

16 47. As a consequence of Defendants' unlawful practices, Plaintiff and members of the
17 Waiting Time Class seek statutory penalties, and costs of suit according to California Labor Code §
18 203.

19 **SEVENTH CAUSE OF ACTION**

20 **UNFAIR COMPETITION**

21 **(Against All Defendants)**

22 48. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
23 fully set forth herein.

24 49. Defendants have engaged and continue to engage in unfair and/or unlawful business
25 practices in California in violation of Business and Professions Code § 17200, *et seq.*, by:

- 26 a. failing to pay Plaintiff and members of the Minimum Wage Class all minimum
27 wages due;
28 b. failing to pay Plaintiff and members of the Overtime Class all overtime wages due;

- 1 c. failing to provide Plaintiff and members of the Meal Period Class with all meal
- 2 periods to which they are entitled, and failing to pay them all meal period premium
- 3 wages due;
- 4 d. failing to authorize and permit Plaintiff and members of the Rest Period Class all rest
- 5 periods to which they are entitled, and failing to pay them all rest period premium
- 6 wages due;
- 7 e. failing to issue accurate and itemized wage statements to Plaintiff and members of
- 8 the Wage Statement Class;
- 9 f. failing to timely pay all final wages to Plaintiff and members of the Waiting Time
- 10 Penalty Class; and
- 11 g. failing to reimburse all necessary business expenses to Plaintiff and members of the
- 12 Expense Reimbursement Class.

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

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

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

24 **EIGHTH CAUSE OF ACTION**
25 **PRIVATE ATTORNEYS GENERAL ACT**
26 **(Against All Defendants)**

27 53. Plaintiff re-alleges and incorporates by reference all preceding paragraphs as though
28 fully set forth herein.

1 54. Plaintiff, an “aggrieved employee” within the meaning of Labor Code §§ 2698, *et*
2 *seq.*, acting on behalf of himself and other aggrieved employees (collectively, “Aggrieved
3 Employees”), brings this representative action against Defendants to recover the civil penalties due
4 to Plaintiff and other Aggrieved Employees, and the State of California according to proof pursuant
5 to Labor Code §§ 558 and 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial
6 violation for each failure to pay each employee and \$200 for each subsequent violation or willful or
7 intentional violation pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each
8 employee, plus 25% of the amount unlawfully withheld; (2) \$50.00 for each initial violation and
9 \$100 for each subsequent violation pursuant to Labor Code § 558 per employee per pay period; (3)
10 \$100 for each initial violation and \$250 for each subsequent violation pursuant to Labor Code §
11 1197.1 per employee per pay period; (4) \$250 for each initial violation and \$1,000 for each
12 subsequent violation pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to
13 Labor Code § 256, a civil penalty in an amount not exceeding 30 days per former employee as
14 waiting time under the terms of Labor Code § 203; and/or (6) \$100 for each initial violation and
15 \$200 for each subsequent violation per employee per pay period for those violations of the Labor
16 Code for which no civil penalty is specifically provided, based on the following Labor Code
17 violations:

- 18 a. Failing to pay minimum wages for all hours worked to Aggrieved Employees in
19 violation of Labor Code § 558, 1182.12, 1194, 1194.2, 1197, and 1198;
- 20 b. Failing to pay Aggrieved Employees all earned overtime compensation in violation
21 of Labor Code §§ 204, 510, 558, 1194, and 1198;
- 22 c. Failing to provide all legally required meal periods, and failure to pay meal period
23 premium wages, to Aggrieved Employees at the regular rate of compensation in
24 violation of Labor Code §§ 226.7, 512, 558, and 1198;
- 25 d. Failing to authorize and permit all legally required rest periods, and failure to pay
26 rest period premium wages, to Aggrieved Employees at the regular rate of
27 compensation in violation of Labor Code §§ 226.7, 516, 558, and 1198;
- 28 e. Failing to furnish Aggrieved Employees with complete, accurate, itemized wage

- 1 statements in violation of Labor Code § 226;
- 2 f. Failing to timely pay all final wages and compensation earned by Aggrieved
- 3 Employees at the time of separation in violation of Labor Code §§ 201-202;
- 4 g. Failure to reimburse Aggrieved Employees for all necessary business expenses in
- 5 violation of Labor Code § 2802;
- 6 h. Failing to pay Aggrieved Employees all paid sick leave wages in violation of Labor
- 7 Code § 246;
- 8 i. Failing to pay Aggrieved Employees all earned wages at least twice during each
- 9 calendar month in violation of Labor Code § 204; and
- 10 j. Failing to maintain accurate records on behalf of Aggrieved Employees in violation
- 11 of Labor Code §§ 1174 and 1198.

12 55. On or about May 24, 2024, Plaintiff notified Defendants via certified mail, and

13 notified the California Labor and Workforce Development Agency (“LWDA”) via its website, of

14 Defendants’ violations of the Labor Code and Plaintiff’s intent to bring a claim for civil penalties

15 under Labor Code §§ 2698, *et seq.* with respect to the violations of the Labor Code identified in the

16 preceding paragraph. Now that 33 days and 65 days have passed from Plaintiff notifying

17 Defendants and the LWDA of these violations, Defendants have not cured any curable violations,

18 and the LWDA has not provided notice that it intends to investigate the violations, Plaintiff has

19 exhausted administrative requirements for bringing a claim under the Private Attorneys General Act

20 with respect to these violations.

21 56. Plaintiff has incurred attorneys’ fees and costs, which Plaintiff is entitled to receive

22 under California Labor Code § 2699(g).

23 **PRAYER FOR RELIEF**

24 WHEREFORE, Plaintiff prays for judgment for himself and for all others on whose behalf

25 this suit is brought against Defendants, as follows:

- 26 1. For an order certifying the proposed Classes;
- 27 2. For an order appointing Plaintiff as representative of the Classes;
- 28 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, and
3 1197;

4 5. Upon the Second Cause of Action, for payment of overtime wages and penalties
5 according to proof pursuant to Labor Code §§ 204, 510, 558, 1194, and 1198;

6 6. Upon the Third Cause of Action, for meal period premium wages according to proof
7 pursuant to Labor Code §§ 226.7, 512, and 558;

8 7. Upon the Fourth Cause of Action, for rest period premium wages according to proof
9 pursuant to Labor Code §§ 226.7, 516, and 558;

10 8. Upon the Fifth Cause of Action, for statutory penalties pursuant to Labor Code §
11 226;

12 9. Upon the Sixth Cause of Action, for statutory penalties pursuant to Labor Code §
13 203;

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

18 11. Upon the Eighth Cause of Action, for civil penalties due to Plaintiff, other Aggrieved
19 Employees, and the State of California according to proof pursuant to Labor Code §§ 558 and
20 2699(a) and (f) including, but not limited to: (1) \$100.00 for each initial violation for each failure to
21 pay each employee and \$200 for each subsequent violation or willful or intentional violation
22 pursuant to Labor Code §§ 210 and/or 225.5 for each failure to pay each employee, plus 25% of the
23 amount unlawfully withheld; (2) \$50.00 for each initial violation and \$100 for each subsequent
24 violation pursuant to Labor Code § 558 per employee per pay period; (3) \$100.00 for each initial
25 violation and \$250.00 for each subsequent violation pursuant to Labor Code § 1197.1 per employee
26 per pay period; (4) \$250.00 for each initial violation and \$1,000.00 for each subsequent violation
27 pursuant to Labor Code § 226.3 per employee per pay period; (5) pursuant to Labor Code § 256, a
28 civil penalty in an amount not exceeding 30 days per former employee as waiting time under the

1 terms of Labor Code § 203; and/or (6) \$100.00 for each initial violation and \$200 for each
2 subsequent violation per employee per pay period for those violations of the Labor Code for which
3 no civil penalty is specifically provided;

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

6 13. On all causes of action, for attorneys' fees and costs as provided by Labor Code §§
7 218.5, 226, 1194, 2699(g), and Code of Civil Procedure § 1021.5; and

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

9 **DEMAND FOR JURY TRIAL**

10 Plaintiff hereby demands a trial by jury on all claims.

11
12 DATED: August 19, 2024

JUSTICE FOR WORKERS, P.C.

13
14 By: 

15 William C. Sung

16 Tiffany L. Luu

17 Attorneys for Plaintiff MARCOS BELTRAN
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT 3

Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, October 29, 2025 at 9:34:40 AM Pacific Daylight Time
From: no-reply@formassembly.com
To: William Sung

10/29/2025 09:34:06 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

On 10/29/2025 09:34:06 AM your Proposed Settlement was successfully processed for case number LWDA-CM-1030388-24

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm