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VENTURA
SUPERIOR COURT
FILED

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF VENTURA

DAVID RAMIREZ PACHECO, as an
aggrieved employee pursuant to the Private
Attorneys General Act ("PAGA"), on
behalf of the State of California and other
aggrieved employees,

Plaintiff,

vs.

BUENAVENTURA RANCH LLC, a
California limited liability company;
ANDREW AND WILLIAMSON SALES,
CO., a California corporation; CRISALIDA
BERRY FARMS LLC, a California limited
liability company; GOODFARMS, LLC, a
California limited liability company;
SIERRA FARMS LLC, a California limited
liability company; SUNDANCE BERRY
FARMS, LLC, a California limited liability
company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 56-2021-00555690-CU-OE-VTA

**COMPLAINT – PAGA ENFORCEMENT
ACTION**

(1) Claim for Civil Penalties for Violations of
California Labor Code, Pursuant to PAGA,
§§ 2698, *et seq.*

Jury Trial Demanded

1 Plaintiff David Ramirez Pacheco, as an aggrieved employee and on behalf of the State
2 of California and all other non-party Aggrieved Employees, alleges as follows:

3 JURISDICTION AND VENUE

4 1. This is an enforcement action under the Labor Code Private Attorneys General
5 Act of 2004, California Labor Code section 2698, *et seq.* (“PAGA”) to recover civil penalties
6 and any other available relief on behalf of Plaintiff, the State of California, and other current
7 and former employees who worked for Defendants in California as non-exempt, hourly paid
8 employees and against whom one or more violations of any provision in Division 2 Part 2
9 Chapter 1 of the Labor Code or any provision regulating hours and days of work in the
10 applicable Industrial Welfare Commission (“IWC”) Wage Order were committed, as set forth
11 in this complaint, at any time between one year prior to the filing of the pre-filing written
12 notices to the Labor and Workforce Development Agency (“LWDA”) in this case on April 21,
13 2021, until judgment (“non-party Aggrieved Employees”). Plaintiff’s share of civil penalties
14 sought in this action does not exceed \$75,000.

15 2. This Court has jurisdiction over this action pursuant to the California
16 Constitution, Article VI, section 10. The statute under which this action is brought does not
17 specify any other basis for jurisdiction.

18 3. This Court has jurisdiction over all Defendants because, on information and
19 belief, Defendants are either citizens of California, have sufficient minimum contacts in
20 California, or otherwise intentionally avail themselves of the California market so as to render
21 the exercise of jurisdiction over them by the California courts consistent with traditional
22 notions of fair play and substantial justice. There is no basis for federal diversity jurisdiction
23 in this action given that the State of California, as the real party in interest in this action, is not
24 a “citizen” for purposes of satisfying diversity jurisdiction. *Urbino v. Orkin Servs. of Cal.*,
25 726 F.3d 1118, 1123 (9th Cir. Cal. 2013). *Urbino* also holds that civil penalties cannot be
26 aggregated to satisfy the amount in controversy requirement for federal diversity jurisdiction
27 in this action, and that diversity jurisdiction cannot be established when Plaintiff’s share of the
28 civil penalties attributable to violations personally suffered are less than \$75,000. *Id.* at 1122.

4. Venue is proper in this Court because Defendants employ or employed persons within the County of Ventura and have violated the requirements of the California Labor Code and applicable Wage Order in this county which give rise to the penalties sought in this action. Cal. Code Civ. P. § 393. Specifically, Defendants have violated the requirements of the California Labor Code and applicable Wage Order in at least one location within the County of Ventura, including Defendants' location in Oxnard (1980 S. Rice Avenue, Oxnard, California 93033). Pursuant to California Civil Code of Procedure section 393, venue is proper for the recovery of a penalty imposed by statute in the county in which the cause, or some part of the cause, arose. Because Defendants have employees in Ventura County and Plaintiff could bring this action to recover penalties in Ventura County, venue is proper. *Crestwood Behavioral Health, Inc. v. Superior Court of Alameda County*, 60 Cal. App. 5th 1069 (2021).

5. California Labor Code sections 2698, *et seq.*, the “Labor Code Private Attorneys General Act of 2004” (“PAGA”), authorize aggrieved employees to sue as private attorneys general their current or former employers for various civil penalties for violations of various provisions in the California Labor Code.

THE PARTIES

6. Plaintiff David Ramirez Pacheco is a resident of Nipomo, in San Luis Obispo County, California. Defendants employed Plaintiff as an hourly paid, non-exempt Plant Maintenance Technician from approximately September 2017 to May 2020. Plaintiff worked for Defendants at their farm in Nipomo, California. During his employment, Plaintiff typically worked 11 hours per day and six (6) days per week, from 5:45 a.m. to 5:00 p.m. Plaintiff's primary job duties included, without limitation, pulling weeds, removing foliage, clearing leaves, and preparing soil to be sown.

7. On information and belief, Defendants required some employees, including Plaintiff, to execute a dispute resolution policy and/or arbitration agreement at the time of their hire or during their employment. On further information and belief, Defendants' dispute resolution policy and/or arbitration agreement was and is both procedurally and substantively

unconscionable. Specifically, Defendants presented employees with an “Acuerdo de Arbitraje” form (“Arbitration Agreement”), which had to be reviewed and acknowledged immediately. Also, employees did not have a meaningful opportunity to negotiate the terms of the Arbitration Agreement. Rather, it was provided to Defendants’ employees for them to sign on a take-it or leave-it basis. Furthermore, Defendants did not set forth in the agreement or otherwise provide employees with the rules which will govern the arbitration, instead forcing employees to request or seek this information out on their own.

8. BUENAVENTURA RANCH LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

9. ANDREW AND WILLIAMSON SALES, CO. was and is, upon information and belief, a California corporation, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

10. CRISALIDA BERRY FARMS LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

11. GOODFARMS, LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

12. SIERRA FARMS LLC was and is, upon information and belief, a California limited liability company, and at all times hereinafter mentioned, an employer whose employees are engaged throughout this county, the State of California, or the various states of the United States of America.

13. SUNDANCE BERRY FARMS, LLC was and is, upon information and belief, a

1 California limited liability company, and at all times hereinafter mentioned, an employer
2 whose employees are engaged throughout this county, the State of California, or the various
3 states of the United States of America.

4 14. Plaintiff is unaware of the true names or capacities of the Defendants sued
5 herein under the fictitious names DOES 1 through 10, but will seek leave of this Court to
6 amend the complaint and serve such fictitiously named Defendants once their names and
7 capacities become known.

8 15. Plaintiff is informed and believes, and thereon alleges, that DOES 1 through 10
9 were the partners, agents, owners, or managers of BUENAVENTURA RANCH LLC;
10 ANDREW AND WILLIAMSON SALES, CO.; CRISALIDA BERRY FARMS LLC;
11 GOODFARMS, LLC; SIERRA FARMS LLC; and/or SUNDANCE BERRY FARMS, LLC at
12 all relevant times.

13 16. Plaintiff is informed and believes, and thereon alleges, that each and all of the
14 acts and omissions alleged herein was performed by, or is attributable to, BUENAVENTURA
15 RANCH LLC; ANDREW AND WILLIAMSON SALES, CO.; CRISALIDA BERRY
16 FARMS LLC; GOODFARMS, LLC; SIERRA FARMS LLC; SUNDANCE BERRY FARMS,
17 LLC; and/or DOES 1 through 10 (collectively, "Defendants" or "BUENAVENTURA"), each
18 acting as the agent, employee, alter ego, and/or joint venturer of, or working in concert with,
19 each of the other co-Defendants and was acting within the course and scope of such agency,
20 employment, joint venture, or concerted activity with legal authority to act on the others'
21 behalf. The acts of any and all Defendants were in accordance with, and represent, the official
22 policy of Defendants.

23 17. At all relevant times, Defendants, and each of them, ratified each and every act
24 or omission complained of herein. At all relevant times, Defendants, and each of them, aided
25 and abetted the acts and omissions of each and all the other Defendants in proximately causing
26 the damages herein alleged.

27 18. Plaintiff is informed and believes, and thereon alleges, that each of said
28 Defendants is in some manner intentionally, negligently, or otherwise responsible for the acts,

1 omissions, occurrences, and transactions alleged herein.

2 19. Under California law, Defendants are jointly and severally liable as employers
3 for the violations alleged herein because they have each exercised sufficient control over the
4 wages, hours, working conditions, and employment status of Plaintiff and other non-party
5 Aggrieved Employees. Each Defendant had the power to hire and fire Plaintiff and other non-
6 party Aggrieved Employees, supervised and controlled their work schedule and/or conditions
7 of employment, determined their rate of pay, and maintained their employment records.
8 Defendants suffered or permitted Plaintiff and other non-party Aggrieved Employees to work
9 and/or “engaged” Plaintiff and other non-party Aggrieved Employees so as to create a
10 common-law employment relationship. As joint employers of Plaintiff and other non-party
11 Aggrieved Employees, Defendants are jointly and severally liable for the civil penalties
12 available to Plaintiff and other non-party Aggrieved Employees under the law.

13 20. Plaintiff is informed and believes, and thereon alleges, that at all relevant times,
14 Defendants, and each of them, have acted as joint employers with respect to Plaintiff and other
15 non-party Aggrieved Employees because Defendants have:

- 16 (a) jointly exercised meaningful control over the work performed by
17 Plaintiff and other non-party Aggrieved Employees;
- 18 (b) jointly exercised meaningful control over Plaintiff’s and other non-party
19 Aggrieved Employees’ wages, hours, and working conditions, including
20 the quantity, quality standards, speed, scheduling, and operative details
21 of the tasks performed by Plaintiff and other non-party Aggrieved
22 Employees;
- 23 (c) jointly required that Plaintiff and other non-party Aggrieved Employees
24 perform work which is an integral part of Defendants’ businesses; and
- 25 (d) jointly exercised control over Plaintiff and other non-party Aggrieved
26 Employees as a matter of economic reality in that Plaintiff and other
27 non-party Aggrieved Employees were dependent on Defendants, who
28 shared the power to set the wages of Plaintiff and other non-party

1 Aggrieved Employees and determined their working conditions, and
2 who jointly reaped the benefits from the underpayment of their wages
3 and noncompliance with other statutory provisions governing their
4 employment.

5 21. Plaintiff is informed and believes, and thereon alleges, that at all relevant times
6 there has existed a unity of interest and ownership between Defendants such that any
7 individuality and separateness between the entities has ceased.

8 22. BUENAVENTURA RANCH LLC; ANDREW AND WILLIAMSON SALES,
9 CO.; CRISALIDA BERRY FARMS LLC; GOODFARMS, LLC; SIERRA FARMS LLC;
10 SUNDANCE BERRY FARMS, LLC and/or DOES 1 through 10 are therefore alter egos of
11 each other.

12 23. Adherence to the fiction of the separate existence of Defendants would permit
13 an abuse of the corporate privilege, and would promote injustice by protecting Defendants
14 from liability for the wrongful acts committed by them under the name BUENAVENTURA.

15 24. Plaintiff further alleges, upon information and belief, that Defendants
16 BUENAVENTURA RANCH LLC; ANDREW AND WILLIAMSON SALES, CO.;
17 CRISALIDA BERRY FARMS LLC; GOODFARMS, LLC; SIERRA FARMS LLC; and
18 SUNDANCE BERRY FARMS, LLC are alter egos of each other for the following reasons:

19 (a) According to their most recent "Statement of Information" forms filed
20 with the California Secretary of State, BUENAVENTURA RANCH
21 LLC; ANDREW AND WILLIAMSON SALES, CO.; CRISALIDA
22 BERRY FARMS LLC; GOODFARMS, LLC; SIERRA FARMS LLC;
23 and SUNDANCE BERRY FARMS, LLC share the same officers,
24 directors and/or members, including, but not limited to:

- 25 i. Alan Thorne, who serves as Member of BUENAVENTURA
26 RANCH LLC and SUNDANCE BERRY FARMS, LLC;
27 ii. Kimberly Wafford, who serves as Accounting Manager of
28 BUENAVENTURA RANCH LLC; CRISALIDA BERRY

FARMS LLC; SIERRA FARMS LLC; and SUNDANCE BERRY FARMS, LLC; and

iii. Ira [J] Gershow, who serves as Chief Financial Officer, Secretary, and Director of ANDREW AND WILLIAMSON SALES, CO., and as Member of GOODFARMS, LLC;

(b) On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>), BUENAVENTURA RANCH LLC; CRISALIDA BERRY FARMS LLC; SIERRA FARMS LLC; and SUNDANCE BERRY FARMS, LLC have the same entity address and entity mailing address, "2250 SALINAS ROAD/HWY 1, MOSS LANDING, CA 95039," and agent for service of process, "KIMBERLY WAFFORD;"

(c) On the California Secretary of State's website (<https://businesssearch.sos.ca.gov/>), ANDREW AND WILLIAMSON SALES, CO. and GOODFARMS, LLC have the same entity address and entity mailing address, "9940 MARCONI DRIVE, SAN DIEGO, CA 92154," and agent for service of process, "MORGAN SCUDI;"

(d) On information and belief, BUENAVENTURA RANCH LLC; ANDREW AND WILLIAMSON SALES, CO.; CRISALIDA BERRY FARMS LLC; GOODFARMS, LLC; SIERRA FARMS LLC; and SUNDANCE BERRY FARMS, LLC utilize the same standardized employment forms and issue the same employment policies.

PAGA REPRESENTATIVE ALLEGATIONS

25. Defendants are an agricultural grower and shipper that operate approximately 10 farms throughout California and Mexico. Upon information and belief, Defendants maintain a single, centralized Human Resources ("HR") department at their company headquarters in Moss Landing or San Diego, California, which is responsible for the recruiting and hiring of new employees, and communicating and implementing Defendants' company-

1 wide policies, including timekeeping policies and meal and rest period policies, to employees
2 throughout California.

3 26. In particular, Plaintiff and other non-party Aggrieved Employees, on
4 information and belief, received the same standardized documents and/or written policies.
5 Upon information and belief, the usage of standardized documents and/or written policies,
6 including new-hire documents, indicate that Defendants dictated policies at the corporate level
7 and implemented them company-wide, regardless of their employees' assigned locations or
8 positions. Upon information and belief, Defendants set forth uniform policies and procedures
9 in several documents provided at an employee's time of hire.

10 27. Upon information and belief, Defendants maintain a centralized Payroll
11 department at their company headquarters in Moss Landing or San Diego, California, which
12 processes payroll for all non-exempt, hourly paid employees working for Defendants at their
13 various locations and jobsites in California, including Plaintiff and other non-party Aggrieved
14 Employees. Based upon information and belief, Defendants issue the same formatted wage
15 statements to all non-exempt, hourly paid employees in California, irrespective of their work
16 locations. Upon information and belief, Defendants process payroll for departing employees
17 in the same manner throughout the State of California, regardless of the manner in which each
18 employee's employment ends.

19 28. Defendants continue to employ non-exempt or hourly paid employees in
20 California.

21 29. Plaintiff is informed and believes, and thereon alleges, that at all times herein
22 mentioned, Defendants were advised by skilled lawyers and other professionals, employees
23 and advisors knowledgeable about California labor and wage law, employment and personnel
24 practices, and about the requirements of California law.

25 30. Plaintiff is informed and believes, and thereon alleges, that Plaintiff and other
26 non-party Aggrieved Employees were not paid for all hours worked because all hours worked
27 were not recorded.

28 31. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or

1 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
2 receive certain wages for overtime compensation and that they were not receiving certain
3 wages for overtime compensation.

4 32. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
6 receive at least minimum wages for compensation and that they were not receiving at least
7 minimum wages for work that was required to be done off-the-clock. In violation of the
8 California Labor Code, Plaintiff and other non-party Aggrieved Employees were not paid at
9 least minimum wages for work done off-the-clock.

10 33. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
11 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
12 meal periods in accordance with the California Labor Code and applicable IWC Wage Order
13 or payment of one (1) additional hour of pay at their regular rates of pay when they were not
14 provided with timely, uninterrupted, thirty (30) minute meal periods and that Plaintiff and
15 other non-party Aggrieved Employees were not provided with all meal periods or payment of
16 one (1) additional hour of pay at their regular rates of pay when they did not receive a timely,
17 uninterrupted, thirty (30) minute meal period.

18 34. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
19 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
20 rest periods in accordance with the California Labor Code and applicable IWC Wage Order or
21 payment of one (1) additional hour of pay at their regular rates of pay when they were not
22 authorized and permitted to take a compliant rest period. In violation of the Labor Code,
23 Plaintiff and other non-party Aggrieved Employees were not authorized and permitted to take
24 compliant rest periods, nor did Defendants provide Plaintiff and other non-party Aggrieved
25 Employees with payment of one (1) additional hour of pay at their regular rates of pay when
26 they were not authorized and permitted to take a compliant rest period.

27 35. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
28 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to

1 receive complete and accurate wage statements in accordance with California law. In
2 violation of the California Labor Code, Plaintiff and other non-party Aggrieved Employees
3 were not provided complete and accurate wage statements.

4 36. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
5 should have known that they had a duty to maintain accurate and complete payroll records in
6 accordance with the California Labor Code and applicable IWC Wage Order, but willfully,
7 knowingly, and intentionally failed to do so.

8 37. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
9 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
10 timely payment of wages during their employment. In violation of the California Labor Code,
11 Plaintiff and other non-party Aggrieved Employees did not receive payment of all wages,
12 including, but not limited to, overtime wages, minimum wages, and/or meal and rest period
13 premiums, within permissible time periods.

14 38. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
15 should have known that Plaintiff and other non-party Aggrieved Employees were entitled to
16 timely payment of all wages earned upon termination of employment. In violation of the
17 California Labor Code, Plaintiff and other non-party Aggrieved Employees did not receive
18 payment of all wages due, including, but not limited to, overtime wages, minimum wages,
19 and/or meal and rest period premiums, within permissible time periods.

20 39. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
21 should have known that other non-party Aggrieved Employees were entitled to receive full
22 reimbursement for all business-related expenses and costs they incurred during the course and
23 scope of their employment and that they did not receive full reimbursement of applicable
24 business-related expenses and costs incurred.

25 40. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or
26 should have known that they had a duty to provide Plaintiff and other non-party Aggrieved
27 Employees with safety devices and safeguards, such as personal protective equipment, to
28 protect their life, safety, and health in the workplace, but failed to do so.

1 41. Plaintiff is informed and believes, and thereon alleges, that at all times herein
2 mentioned, Defendants knew or should have known that they had a duty to compensate
3 Plaintiff and other non-party Aggrieved Employees for all hours worked, and that Defendants
4 had the financial ability to pay such compensation, but willfully, knowingly, and intentionally
5 failed to do so, and falsely represented to Plaintiff and other non-party Aggrieved Employees
6 that they were properly denied wages, all in order to increase Defendants' profits.

7 42. At all times herein set forth, PAGA provides that any provision of law under
8 the California Labor Code and applicable IWC Wage Order that provides for a civil penalty to
9 be assessed and collected by the LWDA for violations of the California Labor Code and
10 applicable IWC Wage Order may, as an alternative, be recovered by aggrieved employees in a
11 civil action brought on behalf of themselves and other current or former employees pursuant
12 to procedures outlined in California Labor Code section 2699.3.

13 43. PAGA defines an "aggrieved employee" in Labor Code section 2699(c) as "any
14 person who was employed by the alleged violator and against whom one or more of the
15 alleged violations was committed."

16 44. Plaintiff and other current and former employees of Defendants are "aggrieved
17 employees" as defined by Labor Code section 2699(c) in that they are all Defendants' current
18 or former employees and one or more of the alleged violations were committed against them.

19 45. Pursuant to California Labor Code sections 2699.3 and 2699.5, an aggrieved
20 employee, including Plaintiff, may pursue a civil action arising under PAGA after the
21 following requirements have been met:

22 (a) The aggrieved employee shall give written notice by online filing
23 (hereinafter "Employee's Notice") to the LWDA and by certified mail
24 to the employer of the specific provisions of the California Labor Code
25 alleged to have been violated, including the facts and theories to support
26 the alleged violations.

27 (b) An aggrieved employee's notice filed with the LWDA pursuant to
28 2699.3(a) and any employer response to that notice shall be

1 accompanied by a filing fee of seventy-five dollars (\$75).

- 2 (c) The LWDA shall provide notice (hereinafter “LWDA Notice”) to the
3 employer and the aggrieved employee by certified mail that it does not
4 intend to investigate the alleged violation within sixty (60) calendar
5 days of the postmark date of the Employee’s Notice. Upon receipt of
6 the LWDA Notice, or if the LWDA Notice is not provided within sixty-
7 five (65) calendar days of the postmark date of the Employee’s Notice,
8 the aggrieved employee may commence a civil action pursuant to
9 California Labor Code section 2699 to recover civil penalties in addition
10 to any other penalties to which the employee may be entitled.

11 46. Pursuant to California Labor Code sections 2699.3(c), aggrieved employees,
12 through Plaintiff, may pursue a civil action arising under PAGA for violations of any
13 provision other than those listed in Section 2699.5 after the following requirements have been
14 met:

- 15 (a) The aggrieved employee or representative shall give written notice
16 by online filing to the LWDA and by certified mail to the employer
17 of the specific provisions of the California Labor Code alleged to
18 have been violated (other than those listed in Section 2699.5),
19 including the facts and theories to support the alleged violation.
- 20 (b) An aggrieved employee’s notice filed with the LWDA pursuant to
21 2699.3(c) and any employer response to that notice shall be
22 accompanied by a filing fee of seventy-five dollars (\$75).
- 23 (c) The employer may cure the alleged violation within thirty-three (33)
24 calendar days of the postmark date of the notice. The employer
25 shall give written notice by certified mail within that period of time
26 to the aggrieved employee or representative and the agency if the
27 alleged violation is cured, including a description of actions taken,
28 and no civil action pursuant to Section 2699 may commence. If the

alleged violation is not cured within the 33-day period, the employee may commence a civil action pursuant to Section 2699.

47. On April 21, 2021, Plaintiff provided written notice by online filing to the LWDA and by certified mail to Defendants of the specific provisions of the California Labor Code alleged to have been violated, including facts and theories to support the alleged violations, in accordance with California Labor Code section 2699.3. Plaintiff's written notice was accompanied with the applicable filing fee of seventy-five dollars (\$75). The LWDA PAGA Administrator has confirmed receipt of Plaintiff's written notice and assigned Plaintiff PAGA Case Number LWDA-CM-829870-21. A true and correct copy of Plaintiff's written notice to the LWDA and Defendants dated April 21, 2021, is attached hereto as "Exhibit 1."

48. As of the filing date of this complaint, over 65 days have passed since Plaintiff sent the LWDA Notice described above, and the LWDA has not responded that it intends to investigate Plaintiff's claims, and Defendants have not cured all of the violations.

49. Thus, Plaintiff has satisfied the administrative prerequisites under California Labor Code sections 2699.3(a) and 2699.3(c) to recover civil penalties against Defendants for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403.

50. Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." Plaintiff, acting in the public interest as a private attorney general, seek assessment and collection of civil penalties under Labor

1 Code section 558 for himself, all other non-party Aggrieved Employees, and the State of
2 California against Defendants for violations of Labor Code sections 510, 512(a), 516, 1198,
3 and the applicable IWC Wage Order. Plaintiff, acting in the public interest as a private
4 attorney general, does not seek the recovery of unpaid wages under Labor Code section 558
5 from Defendants for violations of Labor Code sections 510, 512(a), 516, 1198, and the
6 applicable IWC Wage Order.

7 51. Defendants, at all times relevant to this complaint, were employers or persons
8 acting on behalf of an employer(s) who violated Plaintiff's and other non-party Aggrieved
9 Employees' rights by violating various sections of the California Labor Code as set forth
10 above.

11 52. As set forth below, Defendants have violated numerous provisions of both the
12 Labor Code sections regulating hours and days of work as well as the applicable IWC Wage
13 Order.

14 53. Pursuant to PAGA, and in particular, California Labor Code sections 2699(a),
15 2699.3(a), 2699.3(c), 2699.5, and section 558, Plaintiff, acting in the public interest as a
16 private attorney general, seek assessment and collection of civil penalties for himself, all other
17 non-party Aggrieved Employees, and the State of California against Defendants for violations
18 of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516,
19 1174(d), 1182.12, 1194, 1197, 1198, 2802, 6401, and 6403.

20 **FIRST CAUSE OF ACTION**

21 **For Civil Penalties, Pursuant to California Labor Code §§ 2698, *et seq.***

22 **(Against all Defendants)**

23 54. Plaintiff incorporates by reference and re-allege as if fully stated herein each
24 and every allegation set forth above.

25 55. California Labor Code §§ 2698, *et seq.* ("PAGA") permits Plaintiff to recover
26 civil penalties for the violation(s) of the Labor Code sections enumerated in Labor Code
27 section 2699.5. Section 2699.5 enumerates Labor Code sections 201, 202, 203, 204, 226(a),
28 226.7, 510, 512(a), 1174(d), 1194, 1197, 1198, and 2802. Labor Code section 2699.3(c)

1 permits aggrieved employees, including Plaintiff, to recover civil penalties for violations of
2 those Labor Code sections not found in section 2699.5, including sections 516, 1182.12, 6401,
3 and 6403.

4 56. Defendants' conduct, as alleged herein, violates numerous sections of the
5 California Labor Code, including, but not limited to, the following:

- 6 (a) Violation of Labor Code sections 510 and 1198, and the applicable IWC
7 Wage Order for Defendants' failure to compensate Plaintiff and other
8 non-party Aggrieved Employees with all required overtime pay, as set
9 forth below;
- 10 (b) Violation of Labor Code sections 1182.12, 1194, 1197, and 1198, and
11 the applicable IWC Wage Order for Defendants' failure to compensate
12 Plaintiff and other non-party Aggrieved Employees with at least
13 minimum wages for all hours worked, as set forth below;
- 14 (c) Violation of Labor Code sections 226.7, 512(a), 516, and 1198, and the
15 applicable IWC Wage Order for Defendants' failure to provide Plaintiff
16 and other non-party Aggrieved Employees with meal periods, as set
17 forth below;
- 18 (d) Violation of Labor Code sections 226.7, 516, and 1198, and the
19 applicable IWC Wage Order for Defendants' failure to authorize and
20 permit Plaintiff and other non-party Aggrieved Employees to take rest
21 periods, as set forth below;
- 22 (e) Violation of Labor Code sections 226(a) and 1198, and the applicable
23 IWC Wage Order for failure to provide accurate and complete wage
24 statements to Plaintiff and other non-party Aggrieved Employees, as set
25 forth below;
- 26 (f) Violation of Labor Code section 204 for failure to pay all earned wages
27 during employment, as set forth below;
- 28 (g) Violation of Labor Code sections 201, 202, and 203 for failure to pay all

1 earned wages upon termination, as set forth below;

2 (h) Violation of Labor Code section 2802 for failure to reimburse Plaintiff
3 and other non-party Aggrieved Employees for all business expenses
4 necessarily incurred, as set forth below; and

5 (i) Violation of Labor Code sections 6401 and 6403 for failure to provide
6 safety devices and safeguards, such as personal protective equipment, to
7 Plaintiff and other non-party Aggrieved Employees, as set forth below.

8 **FAILURE TO PAY OVERTIME**

9 **VIOLATION OF LABOR CODE SECTIONS 510 AND 1198**

10 57. California Labor Code section 510 codifies the right to overtime compensation
11 at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8)
12 hours in a day or forty (40) hours in a week or for the first eight (8) hours worked on the
13 seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate
14 of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours
15 in a day on the seventh (7th) day of work.

16 58. Labor Code section 1198 makes it illegal to employ an employee under
17 conditions of labor that are prohibited by the applicable IWC Wage Order. California Labor
18 Code section 1198 requires that "... the standard conditions of labor fixed by the commission
19 shall be the ... standard conditions of labor for employees. The employment of any employee
20 ... under conditions of labor prohibited by the order is unlawful."

21 California Labor Code section 1198 and the applicable IWC Wage Order provide that
22 it is unlawful to employ persons without compensating them at a rate of pay either time-and-
23 one-half or two-times that person's regular rate of pay, depending on the number of hours
24 worked by the person on a daily or weekly basis.

25 59. Specifically, IWC Wage Order No. 14-2001 provides that, effective January 1,
26 2020, employers are and were required to pay employees working more than nine (9) hours in
27 a day or more than fifty (50) hours in a workweek, at the rate of time and one-half (1 ½) times
28 the regular rate of pay for all hours worked in excess of nine (9) hours in a day or more than

1 fifty (50) hours in a workweek. IWC Wage Order No. 14-2001 further provides that, starting
2 January 1, 2021, employers are and were required to pay employees working more than eight
3 and one-half (8 ½) hours in a day or more than forty-five (45) hours in a workweek, at the rate
4 of time and one-half (1 ½) for all hours worked in excess of eight and one-half (8 ½) hours in
5 a day or more than forty-five (45) hours in a workweek. An employee's regular rate of pay
6 includes all remuneration for employment paid to, or on behalf of, the employee, including
7 nondiscretionary bonuses and incentive pay.

8 60. Defendants willfully failed to pay all overtime wages owed to Plaintiff and
9 other non-party Aggrieved Employees. During the relevant time period, Plaintiff and other
10 non-party Aggrieved Employees were not paid overtime premiums for all of the hours they
11 worked in excess of the applicable maximum hours in a day and/or in excess of the applicable
12 maximum hours in a week, because all hours that they worked were not recorded.

13 61. First, during the relevant period, upon information and belief, Defendants had,
14 and continue to have, a company-wide policy of discouraging and impeding Plaintiff and
15 other non-party Aggrieved Employees from recording hours worked that were outside of their
16 scheduled shifts in order to limit the amount of overtime employees could accrue. Moreover,
17 on information and belief, Defendants had, and continue to have, a company-wide policy
18 and/or practice of strictly staffing their locations based on the labor hours allocated by
19 corporate for each location. On information and belief, this policy of limiting overtime and
20 utilizing labor budgets, coupled with Defendants' assignment of heavy workloads, led
21 Plaintiff and other non-party Aggrieved Employees to work off-the-clock before and after
22 their scheduled shift times. For example, prior to every shift, Plaintiff was required to arrive
23 early and spend 15 minutes off-the-clock filling jugs of water, organizing protective
24 equipment, and cleaning employee restrooms. As a further example, after every shift, Plaintiff
25 would spend an additional 30 minutes off-the-clock collecting and delivering employee
26 timesheets to the farm's main office and again cleaning employee restrooms at the end of the
27 day. When this occurred, Plaintiff was unable to record this off-the-clock work because
28 Defendants' management prohibited him from recording hours worked outside of his

1 scheduled shifts. At all times, Plaintiff and other non-party Aggrieved Employees remained
2 under the control of Defendants. Defendants could have recorded this off-the-clock work, but
3 refused to do so to avoid paying Plaintiff and other non-party Aggrieved Employees overtime
4 wages.

5 62. Second, Defendants had, and continue to have, a policy and/or practice of
6 requiring that Plaintiff and other non-party Aggrieved Employees carry and respond to a
7 company-issued mobile phone at all times. As a result, Defendants' management contacted
8 Plaintiff and other non-party Aggrieved Employees on their company-issued mobile phones
9 during unpaid meal periods to discuss work-related matters. For example, during every shift,
10 Plaintiff was required to spend 3-5 minutes of his meal period answering calls and responding
11 to management. Defendants knew or should have known that Plaintiff and other non-party
12 Aggrieved Employees were performing work while off-the-clock in order to meet Defendants'
13 expectations, but failed to compensate them for this time.

14 63. Third, Defendants maintained a company-wide on-premises meal period policy,
15 which mandated that Plaintiff and other non-party Aggrieved Employees remain on
16 Defendants' premises during their meal periods. Because Plaintiff and other non-party
17 Aggrieved Employees were restricted from leaving the premises during meal periods, they
18 were denied the ability to use their meal periods freely for their own purposes. For example,
19 Plaintiff and other non-party Aggrieved Employees were unable to run personal errands or
20 pick up food at restaurants because they were unable to leave the work premises. Because
21 Plaintiff was required to remain on Defendants premises during his meal periods, he was
22 interrupted in person and spent several minutes answering questions from his supervisor on a
23 daily basis. Thus, Defendants effectively maintained control over Plaintiff and other non-
24 party Aggrieved Employees during their meal periods.

25 64. Defendants knew or should have known that as a result of these company-wide
26 practices and/or policies, Plaintiff and other non-party Aggrieved Employees were performing
27 assigned duties off-the-clock during meal periods and/or before and after their shifts, and were
28 suffered or permitted to perform work for which they were not paid. Because Plaintiff and

1 other non-party Aggrieved Employees worked shifts of nine (9) hours a day or more or fifty
2 (50) hours a week or more and/or shifts of eight and one-half (8 ½) hours a day or more or
3 forty (45) hours a week or more, some of this off-the-clock work qualified for overtime
4 premium pay. Therefore, Plaintiff and other non-party Aggrieved Employees were not paid
5 overtime wages for all of the overtime hours they actually worked.

6 65. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
7 the balance of overtime compensation as required by California law, violates the provisions of
8 California Labor Code sections 510 and 1198. Plaintiff and other non-party Aggrieved
9 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
10 558 and/or 2699(a), (f), and (g).

11 **FAILURE TO PAY MINIMUM WAGES**

12 **VIOLATION OF LABOR CODE SECTIONS 1182.12, 1194, 1197, AND 1198**

13 66. California Labor Code sections 1182.12, 1194, 1197, and 1198 require
14 employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser
15 wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage
16 Order No. 14-2001 as "the time during which an employee is subject to the control of an
17 employer, and includes all the time the employee is suffered or permitted to work, whether or
18 not required to do so." Cal. Code. Regs. tit. 8, § 11140(2)(G) (defining "Hours Worked").

19 67. As stated above, during the relevant time period, as a result of Defendants'
20 policy of limiting the amount of overtime employees could accrue, coupled with labor budgets
21 and heavy workloads, Plaintiff and other non-party Aggrieved Employees were forced to work
22 off-the-clock before and after their scheduled shift start and end times to complete their work-
23 related tasks, such as cleaning employee restrooms. In addition, as set forth above, due to
24 Defendants' company-wide practice of requiring employees to carry and use their company-
25 issued mobile phone to communicate with supervisors and requiring employees to stay on the
26 work premises during unpaid meal periods, Plaintiff and other non-party Aggrieved
27 Employees were forced to forego meal periods, have their meal periods interrupted, and/or
28 were otherwise not relieved of all duties during meal periods.

1 68. Thus, Defendants did not pay at least minimum wages for all hours worked by
2 Plaintiff and other non-party Aggrieved Employees. To the extent that these off-the-clock
3 hours did not qualify for overtime premium payment, Defendants did not pay at least
4 minimum wages for those hours worked off-the-clock in violation of California Labor Code
5 sections 1182.12, 1194, 1197, and 1198.

6 69. Defendants' failure to pay Plaintiff and other non-party Aggrieved Employees
7 minimum wages violates California Labor Code sections 1182.12, 1194, 1197, and 1198.
8 Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover civil
9 penalties pursuant to Labor Code sections 2699(a), (f), and (g).

10 **FAILURE TO PROVIDE AND RECORD MEAL PERIODS**
11 **VIOLATION OF LABOR CODE SECTIONS 226.7, 512(a), 516, AND 1198**

12 70. At all relevant times herein set forth, the applicable IWC Wage Order and
13 California Labor Code sections 226.7, 512(a), 516, and 1198 were applicable to Plaintiff's and
14 other non-party Aggrieved Employees' employment by Defendants.

15 71. At all relevant times herein set forth, California Labor Code section 512(a)
16 provides that an employer may not require, cause, or permit an employee to work for a period
17 of more than five (5) hours per day without providing the employee with a meal period of not
18 less than thirty (30) minutes, except that if the total work period per day of the employee is
19 not more than six (6) hours, the meal period may be waived by mutual consent of both the
20 employer and the employee. Under California law, first meal periods must start after no more
21 than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (2012).

22 72. At all relevant times herein set forth, California Labor Code sections 226.7,
23 512(a), 516, and 1198 provide that no employer shall require an employee to work during any
24 meal period mandated by an applicable order of the IWC.

25 73. At all relevant times herein set forth, Labor Code sections 226.7 and 512(a) and
26 the applicable IWC Wage Order also require employers to provide a second meal period of
27 not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an
28 employee one (1) additional hour of pay at the employee's regular rate, except that if the total

1 hours worked is no more than twelve (12) hours, the second meal period may be waived by
2 mutual consent of the employer and the employee only if the first meal period was not waived.

3 74. As stated above, Defendants had, and continue to have, a company-wide policy
4 and/or practice of requiring that Plaintiff and other non-party Aggrieved Employees carry a
5 company-issued mobile phone to respond to requests at all times, including during meal
6 periods. As a result, Defendants' management contacted Plaintiff and other non-party
7 Aggrieved Employees on their company-issued mobile phones during unpaid meal periods to
8 discuss work-related matters.

9 75. Moreover, as set forth above, Defendants maintained a company-wide on-
10 premises meal period policy, which mandated that Plaintiff and other non-party Aggrieved
11 Employees remain on Defendants' premises during their meal periods. Because Plaintiff and
12 other non-party Aggrieved Employees were restricted from leaving the premises during meal
13 periods, they were denied the ability to use their meal periods freely for their own purposes.
14 For example, Plaintiff and other non-party Aggrieved Employees were unable to run personal
15 errands or pick up food at restaurants because they were unable to leave the work premises.
16 Because Plaintiff was required to remain on Defendants premises during his meal periods, he
17 was interrupted in person and spent several minutes answering questions from his supervisor
18 on a daily basis. Thus, Plaintiff and other non-party Aggrieved Employees remained under
19 Defendants' control during their meal periods.

20 76. Defendants' practices and policies prevented Plaintiff and other non-party
21 Aggrieved Employees from taking all compliant meal periods to which they were entitled. As
22 a result, Plaintiff and other non-party Aggrieved Employees were forced to work in excess of
23 five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to
24 forgo their meal periods altogether. For example, as stated, Plaintiff had his meal period
25 interrupted every shift to respond to Defendants' management in person or on his company-
26 issued mobile phone.

27 77. Additionally, Defendants did not provide Plaintiff and other non-party
28 Aggrieved Employees with second 30-minute meal periods on days that they worked in excess

1 of ten (10) hours in one day. During his employment, Plaintiff worked shifts in excess of ten
2 (10) or more hours per day every shift, but was never provided a second 30-minute meal
3 period. Plaintiff and other non-party Aggrieved Employees did not sign valid meal period
4 waivers on days that they were entitled to meal periods and were not relieved of all duties.

5 78. Furthermore, Defendants had a company-wide policy of requiring all newly
6 hired employees to sign blanket meal period waivers at or near their time of hire. Defendants
7 took the position that non-exempt, hourly paid employees had waived their rights to first meal
8 periods for the entirety of their employment and, on that basis, did not provide them with all
9 meal periods to which they were entitled. Defendants' company-wide use of blanket meal
10 period waivers, signed at or near the time of hire, discouraged and impeded Plaintiff and other
11 non-party Aggrieved Employees from taking all first meal periods to which they were entitled.

12 79. Defendants knew or should have known that as a result of their policies and/or
13 practices, that Plaintiff and other non-party Aggrieved Employees were not actually relieved
14 of all duties to take timely, uninterrupted meal periods. Defendants further knew or should
15 have known that they did not pay Plaintiff and other non-party Aggrieved Employees meal
16 period premium wages when meal periods were missed, late, short, and/or interrupted.

17 80. Furthermore, Defendants engaged in a company-wide practice and/or policy of
18 not paying all meal period premiums owed when compliant meal periods are not provided.
19 Because of this practice and/or policy, Plaintiff and other non-party Aggrieved Employees
20 have not received premium pay for missed, interrupted, or late meal periods.

21 81. Thus, Defendants failed to provide Plaintiff and other non-party Aggrieved
22 Employees compliant meal periods and failed to pay the full meal period premiums due.
23 Defendants' conduct violates the applicable IWC Wage Order, and California Labor Code
24 sections 226.7, 512(a), 516, and 1198. Plaintiff and other non-party Aggrieved Employees are
25 therefore entitled to recover civil penalties pursuant to Labor Code sections 558 and/or
26 2699(a), (f), and (g).

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FAILURE TO AUTHORIZE AND PERMIT REST PERIODS
VIOLATION OF LABOR CODE SECTIONS 226.7, 516, AND 1198

82. At all relevant times herein set forth, the applicable IWC Wage Order and California Labor Code sections 226.7, 516, and 1198 were applicable to Plaintiff's and other non-party Aggrieved Employees' employment by Defendants.

83. At all relevant times, the applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

84. At all relevant times, California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

85. Pursuant to the applicable IWC Wage Order and California Labor Code section 226.7(c), Plaintiff and other non-party Aggrieved Employees are entitled to recover from Defendants one (1) additional hour of pay at their regular rates of pay for each work day that a required rest period was not authorized and permitted.

86. During the relevant time period, Defendants regularly failed to authorize and permit Plaintiff and other non-party Aggrieved Employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. Defendants' company-wide practices, including utilizing labor budgets and assigning heavy workloads, prevented Plaintiff and other non-party Aggrieved Employees from being relieved of all duty to take

1 their rest periods. Additionally, Defendants failed to schedule rest periods, which, coupled
2 with Defendants' failure to provide adequate rest period coverage, further led to Plaintiff and
3 other non-party Aggrieved Employees not being authorized and permitted to take compliant
4 rest periods.

5 87. Moreover, as stated, Defendants had, and continue to have, a policy and/or
6 practice of requiring that Plaintiff and other non-party Aggrieved Employees carry a
7 company-issued mobile phone to respond to Defendants' management at all times, including
8 during rest periods. For example, Plaintiff had his rest periods interrupted and cut short five
9 (5) times per week to respond to phone calls from management.

10 88. Furthermore, upon information and belief, Defendants maintained a company-
11 wide on-premises rest period policy, which mandated that Plaintiff and other non-party
12 Aggrieved Employees remain on Defendants' premises during their rest periods. Because
13 Plaintiff and other non-party Aggrieved Employees were restricted from leaving the premises
14 during rest periods, they were denied the ability to use their rest periods freely for their own
15 purposes, such as running personal errands. Thus, Defendants effectively maintained control
16 over Plaintiff and other non-party Aggrieved Employees during rest periods.

17 89. As a result of Defendants' practices and policies, Plaintiff and other non-party
18 Aggrieved Employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and in excess
19 of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were
20 entitled. For example, in addition to having some of his rest periods interrupted, Plaintiff had
21 to forego his second and third rest periods altogether due to a lack of rest period coverage.

22 90. Defendants also have engaged in a company-wide practice and/or policy of not
23 paying all rest period premiums owed when compliant rest periods are not authorized and
24 permitted.

25 91. Defendants' conduct violates the applicable IWC Wage Order and California
26 Labor Code sections 226.7, 516, and 1198. Plaintiff and other non-party Aggrieved
27 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
28 558 and/or 2699(a), (f), and (g).

1 **FAILURE TO PROVIDE AND MAINTAIN COMPLIANT WAGE STATEMENTS**

2 **VIOLATION OF LABOR CODE SECTIONS 226(a), 1174(d), AND 1198**

3 92. At all relevant times herein set forth, California Labor Code section 226(a)
4 provides that every employer shall furnish each of his or her employees an accurate and
5 complete itemized wage statement in writing, including, but not limited to, the name and
6 address of the legal entity that is the employer, the inclusive dates of the pay period, total
7 hours worked, and all applicable rates of pay.

8 93. During the relevant time period, Defendants have knowingly and intentionally
9 provided Plaintiff and other non-party Aggrieved Employees with uniform, incomplete, and
10 inaccurate wage statements. For example, Defendants issued uniform wage statements to
11 Plaintiff and other non-party Aggrieved Employees that fail to correctly list: gross wages
12 earned; total hours worked; net wages earned; and all applicable hourly rates in effect during
13 the pay period, including overtime rates of pay, and the corresponding number of hours
14 worked at each hourly rate. Specifically, Defendants violated sections 226(a)(1), 226(a)(2),
15 226(a)(5), and 226(a)(9).

16 94. Because Defendants did not record the time Plaintiff and other non-party
17 Aggrieved Employees spent working off-the-clock and deducted time from their records for
18 meal periods that were interrupted and/or missed (and therefore time for which they should
19 have been paid), Defendants did not list the correct amount of gross wages and net wages
20 earned by Plaintiff and other non-party Aggrieved Employees in compliance with section
21 226(a)(1) and section 226(a)(5), respectively. For the same reason, Defendants failed to
22 accurately list the total number of hours worked by Plaintiff and other non-party Aggrieved
23 Employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of
24 pay in effect during the pay period and the corresponding accurate number of hours worked at
25 each hourly rate, in violation of section 226(a)(9).

26 95. The wage statement deficiencies also include, among other things, failing to list
27 the number of piece-rate units earned and any applicable piece rate if the employee is paid on
28 a piece-rate basis; failing to list all deductions; failing to list the name of the employee and

1 only the last four digits of his or her social security number or an employee identification
2 number other than a social security number; failing to list the name and address of the legal
3 entity that is the employer; failing to list the inclusive dates of the period for which aggrieved
4 employees were paid; and/or failing to state all hours worked as a result of not recording or
5 stating the hours they worked off-the-clock.

6 96. California Labor Code section 1174(d) provides that “[e]very person employing
7 labor in this state shall . . . [k]eep a record showing the names and addresses of all employees
8 employed and the ages of all minors” and “[k]eep, at a central location in the state or at the
9 plants or establishments at which employees are employed, payroll records showing the hours
10 worked daily by and the wages paid to, and the number of piece-rate units earned by and any
11 applicable piece rate paid to, employees employed at the respective plants or
12 establishments. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500
13 civil penalty if they fail to maintain accurate and complete records as required by section
14 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d),
15 Defendants willfully failed to maintain accurate payroll records for Plaintiff and other non-
16 party Aggrieved Employees showing the daily hours they worked and the wages paid thereto
17 as a result of failing to record the off-the-clock hours that they worked.

18 97. California Labor Code section 1198 provides that the maximum hours of work
19 and the standard conditions of labor shall be those fixed by the Labor Commissioner and as
20 set forth in the applicable IWC Wage Order. Section 1198 further provides that “[t]he
21 employment of any employees for longer hours than those fixed by the order or under
22 conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC
23 Wage Order, employers are required to keep accurate time records showing when the
24 employee begins and ends each work period and meal period. During the relevant time
25 period, Defendants failed, on a company-wide basis, to keep accurate records of work and
26 meal period start and stop times for Plaintiff and other non-party Aggrieved Employees, in
27 violation of section 1198. Furthermore, in light of Defendants’ failure to provide Plaintiff and
28 other non-party Aggrieved Employees with second 30-minute meal periods to which they

1 were entitled, Defendants kept no records of meal start and end times for second meal periods.

2 98. Defendants' conduct violates California Labor Code sections 226(a), 1174(d),
3 and 1198. Plaintiff and other non-party Aggrieved Employees are therefore entitled to recover
4 civil penalties pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f), and (g).

5 **FAILURE TO PAY WAGES DURING EMPLOYMENT**

6 **VIOLATION OF LABOR CODE SECTION 204**

7 99. At all relevant times herein set forth, California Labor Code section 204
8 requires that all wages earned by any person in any employment between the 1st and the 15th
9 days, inclusive, of any calendar month, other than those wages due upon termination of an
10 employee, are due and payable between the 16th and the 26th day of the month during which
11 the labor was performed. Labor Code section 204 further provides that all wages earned by
12 any person in any employment between the 16th and the last day, inclusive, of any calendar
13 month, other than those wages due upon termination of an employee, are due and payable
14 between the 1st and the 10th day of the following month.

15 100. At all relevant times herein, California Labor Code section 204 also requires
16 that all wages earned for labor in excess of the normal work period shall be paid no later than
17 the payday for the next regular payroll period. Alternatively, at all relevant times herein,
18 Labor Code section 204 provides that the requirements of this section are deemed satisfied by
19 the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not
20 more than seven (7) calendar days following the close of the payroll period.

21 101. During the relevant time period, Defendants willfully failed to pay Plaintiff and
22 other non-party Aggrieved Employees all wages due including, but not limited to, overtime
23 wages, minimum wages, and/or meal and rest period premiums, within the time periods
24 specified by California Labor Code section 204.

25 102. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
26 recover civil penalties pursuant to Labor Code sections 210 and/or 2699(a), (f), and (g).

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1 **FAILURE TO PAY WAGES UPON TERMINATION**

2 **VIOLATION OF LABOR CODE SECTIONS 201 AND 202**

3 103. At all times relevant herein set forth, California Labor Code sections 201 and
4 202 provide that if an employer discharges an employee, the wages earned and unpaid at the
5 time of discharge are due and payable immediately, and that if an employee voluntarily leaves
6 his or her employment, his or her wages shall become due and payable not later than seventy-
7 two (72) hours thereafter, unless the employee has given seventy-two (72) hours previous
8 notice of his or her intention to quit, in which case the employee is entitled to his or her wages
9 at the time of quitting.

10 104. Defendants willfully failed to pay Plaintiff and other non-party Aggrieved
11 Employees who are no longer employed by Defendants the earned and unpaid wages set forth
12 above, including but not limited to, overtime wages, minimum wages, and/or meal and rest
13 period premiums, either at the time of discharge, or within seventy-two (72) hours of their
14 leaving Defendants' employ.

15 105. Defendants' failure to pay Plaintiff and those non-party Aggrieved Employees
16 who are no longer employed by Defendants their wages earned and unpaid at the time of
17 discharge, or within seventy-two (72) hours of their leaving Defendants' employ, violates
18 California Labor Code sections 201 and 202. Plaintiff and other non-party Aggrieved
19 Employees are therefore entitled to recover civil penalties pursuant to Labor Code sections
20 256 and/or 2699(a), (f), and (g).

21 **FAILURE TO REIMBURSE NECESSARY BUSINESS EXPENSES**

22 **VIOLATION OF LABOR CODE SECTION 2802**

23 106. At all times herein set forth, California Labor Code section 2802 provides that
24 an employer must reimburse employees for all necessary expenditures and losses incurred by
25 the employee in the performance of his or her job. The purpose of Labor Code section 2802 is
26 to prevent employers from passing off their cost of doing business and operating expenses on
27 to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144
28 (2014). The applicable wage order, IWC Wage Order No. 14-2001, provides that: "[w]hen

1 tools or equipment are required by the employer or are necessary to the performance of a job,
2 such tools and equipment shall be provided and maintained by the employer, except that an
3 employee whose wages are at least two (2) times the minimum wage provided herein may be
4 required to provide and maintain hand tools and equipment customarily required by the trade
5 or craft.”

6 107. During the relevant time period, Defendants had a company-wide policy of
7 requiring Plaintiff and other non-party Aggrieved Employees to utilize their own personal
8 vehicles or obtain alternate transportation to carry out company business, but failed to
9 reimburse them for all costs of travel, including mileage. For example, Defendants required
10 Plaintiff to drive several miles to deliver employee timesheets to their main office. Although
11 Defendants required Plaintiff and other non-party Aggrieved Employees to use their own
12 personal vehicles or obtain alternate transportation to complete their work-related duties,
13 Defendants did not reimburse them for their travel expenses.

14 108. Moreover, Defendants, on a company-wide basis, required Plaintiff and other
15 non-party Aggrieved Employees to purchase tools and equipment that were necessary for the
16 completion of their work-related duties. For example, Plaintiff was forced to purchase his
17 own set of hand pruners for \$12.00. As a further example, due to COVID-19, from
18 approximately May 2020 until the end of his employment, Plaintiff was required to spend
19 \$20.00 on face masks to wear at work, because Defendants required face masks to be worn on
20 their premises but did not provide them to employees. Thus, Defendants failed to provide
21 tools, supplies, and/or equipment to Plaintiff and other non-party Aggrieved Employees,
22 forcing them to procure their own, and failed to reimburse Plaintiff and other non-party
23 Aggrieved Employees for these costs.

24 109. Defendants could have provided Plaintiff and other non-party Aggrieved
25 Employees with the actual tools for use on the job, such as company vehicles, hand pruners,
26 and face masks, to be used for fulfilling work-related tasks. Or, Defendants could have
27 reimbursed employees for the costs of their mileage; travel; and tool, supply, and/or
28 equipment expenses. Instead, Defendants passed these operating costs off onto Plaintiff and

1 other non-party Aggrieved Employees. At all relevant times, Plaintiff did not earn at least two
2 (2) times the minimum wage.

3 110. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
4 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

5 **FAILURE TO PROVIDE SAFETY DEVICES AND SAFEGUARDS**

6 **VIOLATION OF LABOR CODE SECTIONS 6401 AND 6403**

7 111. At all times herein set forth, California Labor Code section 6401 provides that
8 employers must furnish and use safety devices and safeguards, and adopt and use practices,
9 means, methods, operations, and processes which are reasonably adequate to render the
10 employment and place of employment safe and healthy. California Labor Code Section 6401
11 further provides that an employer must do everything reasonably necessary to protect the life,
12 safety and health of its employees. California Labor Code section 6403(a) requires that
13 employers provide and use safety devices and safeguards reasonably adequate to render the
14 employment and place of employment safe.

15 112. Defendants, on a company-wide basis, failed to provide Plaintiff and other non-
16 party Aggrieved Employees with personal protective equipment, such as face masks, to keep
17 them safe in the workplace. Despite the fact that Defendants required Plaintiff and other non-
18 party Aggrieved Employees to wear certain personal protective equipment, including face
19 masks, while engaged in their work-related duties, Defendants failed to fully provide such
20 reasonably necessary equipment to Plaintiff and other non-party Aggrieved Employees to
21 keep them safe.

22 113. Defendants' failure to provide Plaintiff and other non-party Aggrieved
23 Employees with safety devices and safeguards for the workplace violates Labor Code sections
24 6401 and 6403. Plaintiff and other non-party Aggrieved Employees are therefore entitled to
25 recover civil penalties pursuant to Labor Code sections 2699(a), (f), and (g).

26 **REQUEST FOR JURY TRIAL**

27 Plaintiff requests a trial by jury.

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1 **PRAYER FOR RELIEF**

2 Plaintiff, on behalf of all other non-party Aggrieved Employees, prays for relief and
3 judgment against Defendants, jointly and severally, as follows:

4 1. For civil penalties and attorneys' fees in excess of twenty-five thousand dollars
5 (\$25,000). Plaintiff reserves the right to amend his prayer for relief to seek a different
6 amount.

7 **As to the First Cause of Action**

8 2. That the Court declare, adjudge and decree that Defendants violated the
9 following California Labor Code provisions as to Plaintiff and other non-party Aggrieved
10 Employees: 510 and 1198 (by failing to pay all overtime compensation); 1182.12, 1194, 1197,
11 and 1198 (by failing to pay at least minimum wages for all hours worked); 226.7, 512(a), 516,
12 and 1198 (by failing to provide all meal periods); 226.7, 516, and 1198 (by failing to authorize
13 and permit all rest periods); 226(a), 1174(d), and 1198 (by failing to provide accurate wage
14 statements and maintain accurate payroll records); 204 (by failing to timely pay all earned
15 wages during employment); 201 and 202 (by failing to timely pay all earned wages upon
16 termination); 2802 (by failing to reimburse business expenses); and 6401 and 6403 (by failing
17 to provide safety devices and safeguards);

18 3. For civil penalties, pursuant to California Labor Code sections 210, 226.3, 256,
19 558, 1174.5, and 2699(a), (f), and (g), for violations of California Labor Code sections 201,
20 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1198, 2802,
21 6401, and 6403;

22 4. For attorneys' fees and costs pursuant to California Labor Code section
23 2699(g)(1), and any and all other relevant statutes, for Defendants' violations of California
24 Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12,
25 1194, 1197, 1198, 2802, 6401, and 6403;

26 5. For pre-judgment and post-judgment interest as provided by law; and

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6. For such other and further relief as the Court may deem equitable and appropriate.

Dated: June 28, 2021

Respectfully submitted,
Capstone Law APC

By: 
Orlando Villalba
Helga Hakimi
Roxanna Tabatabaeepour
Attorneys for Plaintiff David Ramirez Pacheco

EXHIBIT “1”



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Los Angeles, California 90067
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April 21, 2021

VIA ONLINE SUBMISSION

California Labor & Workforce Development Agency
ATTN: PAGA Administrator
(<https://dir.tfaforms.net/308>)

Subject: *David Ramirez Pacheco v. Buenaventura Ranch LLC, et al.*

Dear PAGA Administrator:

This office represents David Ramirez Pacheco in connection with his claims under the California Labor Code. Mr. Ramirez Pacheco was an employee of BUENAVENTURA RANCH LLC; ANDREW AND WILLIAMSON BAKERSFIELD, INC.; ANDREW AND WILLIAMSON SALES, CO.; CRISALIDA BERRY FARMS LLC; GOODFARMS, LLC; SIERRA FARMS LLC; and/or SUNDANCE BERRY FARMS, LLC. For the purpose of this letter, Mr. Ramirez Pacheco collectively refers to these entities as "BUENAVENTURA."

The employers may be contacted directly at the addresses below:

BUENAVENTURA RANCH LLC
150 AVIATION WAY, STE 202
WATSONVILLE, CA 95076

GOODFARMS, LLC
150 AVIATION WY STE 202
WATSONVILLE, CA 95076

ANDREW AND WILLIAMSON
BAKERSFIELD, INC.
157 I ST
CAYUCOS, CA 93430

SIERRA FARMS LLC
150 AVIATION WAY, STE 202
WATSONVILLE, CA 95076

ANDREW AND WILLIAMSON SALES, CO.
9940 MARCONI DRIVE
SAN DIEGO, CA 92154

SUNDANCE BERRY FARMS, LLC
2250 SALINAS ROAD/HWY 1
MOSS LANDING, CA 95039

CRISALIDA BERRY FARMS LLC
150 AVIATION WAY, STE 202
WATSONVILLE, CA 95076

Mr. Ramirez Pacheco intends to seek civil penalties, attorney's fees, costs, and other available relief for violations of the California Labor Code, which are recoverable under sections 2698, *et seq.*, the Labor Code Private Attorneys General Act of 2004 ("PAGA"). Mr. Ramirez Pacheco seeks relief on behalf of himself, the State of California, and other persons who are or were employed by BUENAVENTURA as a non-exempt, hourly paid employee in California and who received at least one wage statement ("aggrieved employees"). This letter is sent in compliance with the notice and reporting requirements of California Labor Code section 2699.3.

BUENAVENTURA employed Mr. Ramirez Pacheco as an hourly paid, non-exempt Plant Maintenance Supervisor from approximately September 2017 to May 2020. Mr. Ramirez Pacheco worked for BUENAVENTURA at its farm in Nipomo, California. During his employment, Mr. Ramirez Pacheco typically worked 11 hours per day and six (6) days per week, from 5:45 a.m. to 5:00 p.m. At the time Mr. Ramirez Pacheco's employment with BUENAVENTURA ended, he earned approximately \$15.50 per hour. His job duties included, without limitation, pulling weeds, removing forage, clearing leaves, and preparing soil to be sown.

BUENAVENTURA committed one or more of the following Labor Code violations against Mr. Ramirez Pacheco, the facts and theories of which follow, making him an "aggrieved employee" pursuant to California Labor Code section 2699(c):¹

BUENAVENTURA's Company-Wide and Uniform Payroll and HR Practices

BUENAVENTURA RANCH LLC; CRISALIDA BERRY FARMS LLC; GOODFARMS, LLC; SIERRA FARMS LLC; and SUNDANCE BERRY FARMS, LLC are California limited liability companies. ANDREW AND WILLIAMSON BAKERSFIELD, INC. and ANDREW AND WILLIAMSON SALES, CO. are California corporations. Together, BUENAVENTURA is an agricultural grower and shipper that operates 10 farm locations throughout California and Mexico. Upon information and belief, BUENAVENTURA maintains a single, centralized Human Resources (HR) department at its corporate headquarters in Cayucos, Moss Landing, San Diego, or Watsonville, California for all non-exempt, hourly paid employees working for BUENAVENTURA in California, including Mr. Ramirez Pacheco and other aggrieved employees. At all relevant times, BUENAVENTURA issued and maintained uniform, standardized scheduling and timekeeping practices and procedures for all non-exempt, hourly paid employees in California, including Mr. Ramirez Pacheco and other aggrieved employees, regardless of its location or position.

Upon information and belief, BUENAVENTURA maintains a centralized Payroll department at its corporate headquarters in Cayucos, Moss Landing, San Diego, or Watsonville, California which processes payroll for all non-exempt, hourly paid employees working for BUENAVENTURA in California, including Mr. Ramirez Pacheco and other aggrieved employees. Further, BUENAVENTURA issues the same formatted wage statements in the same manner for all non-

¹ These facts, theories, and claims are based on Mr. Ramirez Pacheco's experience and counsel's review of those records currently available relating to Mr. Ramirez Pacheco's employment. Discovery conducted in litigation of wage and hour claims such as these often reveals additional claims that the aggrieved employee was not initially aware of (because the aggrieved employee was not aware of the law's requirements, the employer misinformed its employee of the law's requirements, or because the employer effectively hid the violations). Thus, Mr. Ramirez Pacheco reserves the right to supplement this letter with additional facts, theories, and claims if he becomes aware of them subsequent to the submission of this letter.

exempt, hourly paid employees working in California, including Mr. Ramirez Pacheco and other aggrieved employees, irrespective of their location, position, or manner in which each employee's employment ended. In other words, BUENAVENTURA utilized the same methods and formulas when calculating wages due to Mr. Ramirez Pacheco and other aggrieved employees in California.

Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime

California Labor Code section 510 requires employers to pay employees at the overtime rate of time-and-one-half (1½) times the regular rate of pay for all hours worked in excess of eight (8) hours in a day or forty (40) hours in a workweek, or for the first eight (8) hours worked on the seventh (7th) day of work, and to overtime compensation at twice the employee's regular rate of pay for hours worked in excess of twelve (12) hours in a day or in excess of eight (8) hours in a day on the seventh (7th) day of work. California Labor Code section 1198 and the applicable Industrial Welfare Commission ("IWC") Wage Order provide that it is unlawful to employ persons without compensating them at a rate of pay either time-and-one-half or two-times that person's regular rate of pay, depending on the number of hours worked by the person on a daily or weekly basis.

Specifically, IWC Wage Order 14-2001 provides that, effective January 1, 2020, employers are and were required to pay employees working more than nine (9) hours in a day or more than fifty (50) hours in a workweek, at the rate of time and one-half (1 ½) times the regular rate of pay for all hours worked in excess of nine (9) hours in a day or more than fifty (50) hours in a workweek. IWC Wage Order 14-2001 further provides that, starting January 1, 2021, employers are and were required to pay employees working more than eight and one-half (8 ½) hours in a day or more than forty-five (45) hours in a workweek, at the rate of time and one-half (1 ½) for all hours worked in excess of eight and one-half (8 ½) hours in a day or more than forty-five (45) hours in a workweek. An employee's regular rate of pay includes all remuneration for employment paid to, or on behalf of, the employee, including nondiscretionary bonuses and incentive pay.

BUENAVENTURA willfully failed to pay all overtime wages owed to Mr. Ramirez Pacheco and other aggrieved employees. During the relevant time period, Mr. Ramirez Pacheco and other aggrieved employees were not paid overtime premiums for all of the hours they worked in excess of the applicable maximum hours in a day and/or in excess of the applicable maximum hours in a week, because all hours that they worked were not recorded.

First, during the relevant period, upon information and belief, BUENAVENTURA had, and continues to have, a company-wide policy of discouraging and impeding other aggrieved employees from recording hours worked that were outside of their scheduled shifts in order to limit the amount of overtime employees could accrue. Moreover, on information and belief, BUENAVENTURA had, and continues to have, a company-wide policy and/or practice of strictly staffing its locations based on the labor hours allocated by corporate for each location. On information and belief, this policy of limiting overtime and utilizing labor budgets, coupled with BUENAVENTURA's assignment of heavy workloads, led Mr. Ramirez Pacheco and other aggrieved employees to work off-the-clock before and after their scheduled shift times. For example, prior to every shift, Mr. Ramirez Pacheco was required to arrive early and spend 15 minutes off-the-clock filling jugs of water, organizing protective equipment, and cleaning employee restrooms. As a further example, after every shift, Mr. Ramirez Pacheco would spend an additional 30 minutes off-the-clock collecting and delivering employee timesheets to the farm's main office and again cleaning employee restrooms at the end of the day. When this occurred, Mr. Ramirez Pacheco was unable to record this off-the-clock work because BUENAVENTURA's management prohibited him from recording hours worked outside of

his scheduled shifts. At all times, Mr. Ramirez Pacheco and other aggrieved employees remained under the control of BUENAVENTURA. BUENAVENTURA could have recorded this off-the-clock work, but refused to do so to avoid paying other aggrieved employees overtime wages.

Second, BUENAVENTURA had, and continues to have, a policy and/or practice of requiring that Mr. Ramirez Pacheco and other aggrieved employees carry and respond to a company-issued mobile phone at all times. As a result, BUENAVENTURA's management contacted Mr. Ramirez Pacheco and other aggrieved employees on their company-issued mobile phones during unpaid meal periods to discuss work-related matters. For example, during every shift, Mr. Ramirez Pacheco was required to spend 3-5 minutes of his meal period answering calls and responding to management. BUENAVENTURA knew or should have known that Mr. Ramirez Pacheco and other aggrieved employees were performing work while off-the-clock in order to meet BUENAVENTURA's expectations, but failed to compensate them for this time.

Third, BUENAVENTURA maintained a company-wide on-premises meal period policy, which mandated that Mr. Ramirez Pacheco and other aggrieved employees remain on BUENAVENTURA's premises during their meal periods. Because Mr. Ramirez Pacheco and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, Mr. Ramirez Pacheco and other aggrieved employees were unable to run personal errands or pick up food at restaurants because they were unable to leave the work premises. Because Mr. Ramirez Pacheco was required to remain on BUENAVENTURA premises during his meal periods, he was interrupted in person and spent several minutes answering questions from his supervisor on a daily basis. Thus, BUENAVENTURA effectively maintained control over Mr. Ramirez Pacheco and other aggrieved employees during their meal periods.

BUENAVENTURA knew or should have known that as a result of these company-wide practices and/or policies, Mr. Ramirez Pacheco and other aggrieved employees were performing assigned duties off-the-clock during meal periods and/or before and after their shifts, and were suffered or permitted to perform work for which they were not paid. Because Mr. Ramirez Pacheco and other aggrieved employees worked shifts of nine (9) hours a day or more or fifty (50) hours a week or more and/or shifts of eight and one-half (8 ½) hours a day or more or forty (45) hours a week or more, some of this off-the-clock work qualified for overtime premium pay. Therefore, Mr. Ramirez Pacheco and other aggrieved employees were not paid overtime wages for all of the overtime hours they actually worked.

Furthermore, BUENAVENTURA did not pay other aggrieved employees the correct overtime rate for the recorded overtime hours that they generated. In addition to an hourly wage, BUENAVENTURA paid other aggrieved employees incentive pay, nondiscretionary bonuses, and/or other forms of remuneration. However, in violation of the California Labor Code, BUENAVENTURA failed to incorporate all compensation, including incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, into the calculation of the regular rate of pay for purposes of calculating the overtime wage rate. Therefore, during times when other aggrieved employees worked overtime and received these other forms of pay, BUENAVENTURA failed to pay all overtime wages by paying a lower overtime rate than required.

BUENAVENTURA's failure to pay Mr. Ramirez Pacheco and other aggrieved employees the balance of overtime compensation, as required by California law, violates the provisions of California Labor Code sections 510 and 1198. Mr. Ramirez Pacheco and other aggrieved employees

are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 1182.12, 1194, 1197, 1197.1, and 1198 – Unpaid Minimum Wages

California Labor Code sections 1182.12, 1194, 1197, 1197.1, and 1198 require employers to pay employees the minimum wage fixed by the IWC. The payment of a lesser wage than the minimum so fixed is unlawful. Compensable work time is defined in Wage Order No. 14-2001 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.” Cal. Code. Regs. tit. 8, § 11140(2)(G) (defining “Hours Worked”).

As stated above, during the relevant time period, as a result of BUENAVENTURA's policy of limiting the amount of overtime employees could accrue, coupled with labor budgets and heavy workloads, Mr. Ramirez Pacheco and other aggrieved employees were forced to work off-the-clock before and after their scheduled shift start and end times to complete their work-related tasks, such as cleaning employee restrooms. In addition, as set forth above, due to BUENAVENTURA's company-wide practice of requiring employees to carry and use their company-issued mobile phone to communicate with supervisors and requiring employees to stay on the work premises during unpaid meal periods, Mr. Ramirez Pacheco and other aggrieved employees were forced to forego meal periods, have their meal periods interrupted, and/or were otherwise not relieved of all duties during meal periods.

Thus, BUENAVENTURA did not pay at least minimum wages for all hours worked by Mr. Ramirez Pacheco and other aggrieved employees. To the extent that these off-the-clock hours did not qualify for overtime premium payment, BUENAVENTURA did not pay at least minimum wages for those hours worked off-the-clock in violation of California Labor Code sections 1182.12, 1194, 1197, and 1197.1.

Accordingly, BUENAVENTURA regularly failed to pay at least minimum wages to Mr. Ramirez Pacheco and other aggrieved employees for all of the hours they worked in violation of California Labor Code sections 1182.12, 1194, 1197, 1197.1 and 1198. Mr. Ramirez Pacheco and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 1197.1 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 512(a), 516, and 1198 – Failure to Provide Meal Periods

California Labor Code sections 226.7, 512(a), 516, 1198 and the applicable IWC Wage Order require employers to provide meal periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. Pursuant to Labor Code sections 226.7 and 512(a) and the applicable IWC Wage Order, an employer may not require, cause, or permit an employee to work for a period of more than five (5) hours per day without providing the employee with an uninterrupted meal period of not less than thirty (30) minutes, except that if the total work period per day of the employee is not more than six (6) hours, the meal period may be waived by mutual consent of both the employer and the employee. Under California law, first meal periods must start after no more than five hours. *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1041-1042 (Cal. 2012). Labor Code sections 226.7 and 512(a) and

the applicable IWC Wage Order also require employers to provide a second meal period of not less than thirty (30) minutes if an employee works over ten (10) hours per day or to pay an employee one (1) additional hour of pay at the employee's regular rate, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived.

As stated above, BUENAVENTURA had, and continues to have, a company-wide policy and/or practice of requiring that Mr. Ramirez Pacheco and other aggrieved employees carry a company-issued mobile phone to respond to requests at all times, including during meal periods. As a result, BUENAVENTURA's management contacted Mr. Ramirez Pacheco and other aggrieved employees on their company-issued mobile phones during unpaid meal periods to discuss work-related matters.

Moreover, as set forth above, BUENAVENTURA maintained a company-wide on-premises meal period policy, which mandated that Mr. Ramirez Pacheco and other aggrieved employees remain on BUENAVENTURA's premises during their meal periods. Because Mr. Ramirez Pacheco and other aggrieved employees were restricted from leaving the premises during meal periods, they were denied the ability to use their meal periods freely for their own purposes. For example, Mr. Ramirez Pacheco and other aggrieved employees were unable to run personal errands or pick up food at restaurants because they were unable to leave the work premises. Because Mr. Ramirez Pacheco was required to remain on BUENAVENTURA premises during his meal periods, he was interrupted in person and spent several minutes answering questions from his supervisor on a daily basis. Thus, Mr. Ramirez Pacheco and other aggrieved employees remained under BUENAVENTURA's control during their meal periods.

BUENAVENTURA's practices and policies prevented Mr. Ramirez Pacheco and other aggrieved employees from taking all compliant meal periods to which they were entitled. As a result, Mr. Ramirez Pacheco and other aggrieved employees were forced to work in excess of five (5) hours before taking a meal period, had their meal periods interrupted, and/or had to forgo their meal periods altogether. For example, as stated, Mr. Ramirez Pacheco had his meal period interrupted every shift to respond to BUENAVENTURA's management in person or on his company-issued mobile phone.

Additionally, BUENAVENTURA did not provide Mr. Ramirez Pacheco and other aggrieved employees with second 30-minute meal periods on days that they worked in excess of ten (10) hours in one day. During his employment, Mr. Ramirez Pacheco worked shifts in excess of ten (10) or more hours per day every shift, but was never provided a second 30-minute meal period. Mr. Ramirez Pacheco and other aggrieved employees did not sign valid meal period waivers on days that they were entitled to meal periods and were not relieved of all duties.

Furthermore, BUENAVENTURA had a company-wide policy of requiring all newly hired employees to sign blanket meal period waivers at or near their time of hire. BUENAVENTURA took the position that non-exempt, hourly paid employees had waived their rights to first meal periods for the entirety of their employment and, on that basis, did not provide them with all meal periods to which they were entitled. BUENAVENTURA's company-wide use of blanket meal period waivers, signed at or near the time of hire, discouraged and impeded Mr. Ramirez Pacheco and other aggrieved employees from taking all first meal periods to which they were entitled.

BUENAVENTURA knew or should have known that as a result of its policies and/or practices, that Mr. Ramirez Pacheco and other aggrieved employees were not actually relieved of all duties to take

timely, uninterrupted meal periods. BUENAVENTURA further knew or should have known that it did not pay Mr. Ramirez Pacheco and other aggrieved employees meal period premiums when meal periods were missed, late, short, and/or interrupted.

Furthermore, BUENAVENTURA engaged in a company-wide practice and/or policy of not paying all meal period premiums owed when compliant meal periods are not provided. Because of this practice and/or policy, Mr. Ramirez Pacheco and other aggrieved employees have not received premium pay for missed, interrupted, or late meal periods. Alternatively, to the extent that BUENAVENTURA did pay other aggrieved employees premium pay for missed, late, and interrupted meal periods, BUENAVENTURA did not pay other aggrieved employees at the correct rate of pay for premiums because BUENAVENTURA systematically failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BUENAVENTURA failed to provide all meal periods in violation of California Labor Code sections 226.7, 512(a), 516, and 1198. Mr. Ramirez Pacheco and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226.7, 516, and 1198 – Failure to Authorize and Permit Rest Periods

California Labor Code sections 226.7, 516, 1198 and the applicable IWC Wage Order require employers to provide rest periods and to pay an employee one (1) additional hour of pay at the employee's regular rate for each work day that a meal or rest period is not provided. California Labor Code section 226.7 provides that no employer shall require an employee to work during any rest period mandated by an applicable order of the California IWC. The applicable IWC Wage Order provides that "[e]very employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle of each work period" and that the "rest period time shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof" unless the total daily work time is less than three and one-half (3½) hours.

To comply with its obligation to authorize and permit rest periods under California Labor Code section 226.7 and the applicable IWC Wage Order, an employer must "relinquish any control over how employees spend their break time, and relieve their employees of all duties—including the obligation that an employee remain on call. A rest period, in short, must be a period of rest." *Augustus, et al. v. ABM Security Services, Inc.*, 2 Cal. 5th 257, 269-270 (2016).

During the relevant time period, BUENAVENTURA regularly failed to authorize and permit Mr. Ramirez Pacheco and other aggrieved employees to take a ten (10) minute rest period per each four (4) hour period worked or major fraction thereof. BUENAVENTURA's company-wide practices, including utilizing labor budgets and assigning heavy workloads, prevented Mr. Ramirez Pacheco and other aggrieved employees from being relieved of all duty to take their rest periods. Additionally, BUENAVENTURA failed to schedule rest periods, which, coupled with BUENAVENTURA's failure to provide adequate rest period coverage, further led to Mr. Ramirez Pacheco and other aggrieved employees not being authorized and permitted to take compliant rest periods.

Moreover, as stated, BUENAVENTURA had, and continues to have, a policy and/or practice of requiring that Mr. Ramirez Pacheco and other aggrieved employees carry a company-issued mobile phone to respond to BUENAVENTURA's management at all times, including during rest periods. For example, Mr. Ramirez Pacheco had his rest periods interrupted and cut short five (5) times per week to respond to phone calls from management.

Furthermore, upon information and belief, BUENAVENTURA maintained a company-wide on-premises rest period policy, which mandated that Mr. Ramirez Pacheco and other aggrieved employees remain on BUENAVENTURA's premises during their rest periods. Because Mr. Ramirez Pacheco and other aggrieved employees were restricted from leaving the premises during rest periods, they were denied the ability to use their rest periods freely for their own purposes, such as running personal errands. Thus, BUENAVENTURA effectively maintained control over Mr. Ramirez Pacheco and other aggrieved employees during rest periods.

As a result of BUENAVENTURA's practices and policies, Mr. Ramirez Pacheco and other aggrieved employees worked shifts in excess of 3.5 hours, in excess of 6 hours, and in excess of 10 hours without receiving all uninterrupted 10-minute rest periods to which they were entitled. For example, in addition to having his rest periods interrupted, Mr. Ramirez Pacheco had to forego his second and third rest periods altogether due to a lack of rest period coverage.

BUENAVENTURA also has engaged in a company-wide practice and/or policy of not paying all rest period premiums owed when compliant rest periods are not authorized and permitted. Alternatively, to the extent that BUENAVENTURA did pay other aggrieved employees one (1) additional hour of premium pay for missed rest periods, BUENAVENTURA did not pay other aggrieved employees at the correct rate of pay for premiums because BUENAVENTURA failed to include all forms of compensation, such as incentive pay, nondiscretionary bonuses, and/or other forms of remuneration, in the regular rate of pay.

Accordingly, BUENAVENTURA failed to authorize and permit all rest periods in violation of California Labor Code sections 226.7, 516, and 1198. Mr. Ramirez Pacheco and other aggrieved employees are entitled to civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 558 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 226(a), 1174(d), and 1198 – Non-Compliant Wage Statements and Failure to Maintain Accurate Payroll Records

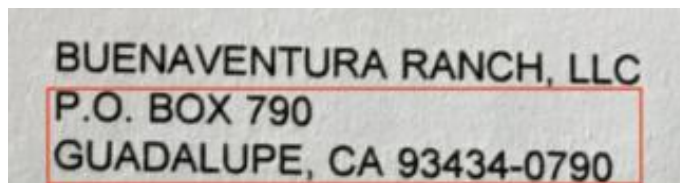
California Labor Code section 226(a) requires employers to make, keep and provide true, accurate, and complete employment records. BUENAVENTURA has not provided Mr. Ramirez Pacheco and other aggrieved employees with properly itemized wage statements. Labor Code section 226(e) provides that if an employer fails to comply with providing an employee with properly itemized wage statements as set forth in 226(a), then the employee is entitled to recover the greater of all actual damages or \$50 for the initial pay period in which a violation occurs and \$100 per employee for each violation in a subsequent pay period, not to exceed \$4,000. Further, Labor Code section 226.3 provides that any employer who violates section 226(a) shall be subject to a civil penalty in the amount of \$250 per employee per violation in an initial citation and \$1,000 per employee for each violation in a subsequent citation, for which the employer fails to provide the employee a wage statement or fails to keep the required records pursuant to Section 226(a).

During the relevant time period, BUENAVENTURA has knowingly and intentionally provided Mr. Ramirez Pacheco and other aggrieved employees with uniform, incomplete, and inaccurate wage statements. For example, BUENAVENTURA issued uniform wage statements to Mr. Ramirez Pacheco and other aggrieved employees that fail to correctly list: gross wages earned; total hours worked; net wages earned; the address of the legal entity of the employer; and all applicable hourly rates in effect during the pay period, including overtime rates of pay, and the corresponding number of hours worked at each hourly rate. Specifically, BUENAVENTURA violated sections 226(a)(1), 226(a)(2), 226(a)(5), 226(a)(8), and 226(a)(9).

First, because BUENAVENTURA did not record the time Mr. Ramirez Pacheco and other aggrieved employees spent working off-the-clock and deducted time from their records for meal periods that were interrupted and/or missed (and therefore time for which they should have been paid), BUENAVENTURA did not list the correct amount of gross wages and net wages earned by Mr. Ramirez Pacheco and other aggrieved employees in compliance with section 226(a)(1) and section 226(a)(5), respectively. For the same reason, BUENAVENTURA failed to accurately list the total number of hours worked by Mr. Ramirez Pacheco and other aggrieved employees, in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in effect during the pay period and the corresponding accurate number of hours worked at each hourly rate, in violation of section 226(a)(9).

Second, because BUENAVENTURA did not calculate other aggrieved employees' regular rate of pay correctly for purposes of paying overtime, BUENAVENTURA did not list the correct amount of gross wages in compliance with section 226(a)(1). For the same reason, BUENAVENTURA also failed to list the correct amount of net wages in violation of section 226(a)(5). BUENAVENTURA also failed to correctly list all applicable hourly rates in effect during the pay period, namely, correct overtime rates of pay, in violation of section 226(a)(9).

Third, and separate from these violations, BUENAVENTURA issued uniform wage statements to Mr. Ramirez Pacheco and other aggrieved employees that failed to correctly list the address of the legal entity of the actual employer in violation of 226(a)(8). The purpose of section 226(a)(8) is to provide California employees with transparency as to the true identity of their employer, to allow the employee to contact their employer during employment in the future for various reasons, including filing an administrative claim, judicial claim, or other action to seek relief against their employer, to obtain unemployment benefits, etc. This includes providing employees with a physical address of the employer and not a Post Office Box. Mr. Ramirez Pacheco's and other aggrieved employees' wage statements incorrectly list the employer's address as "P.O. Box 790, Guadalupe, CA 93434-0790," but, according to the California Secretary of State's website, "BUENAVENTURA RANCH, LLC" is listed at a different address, "150 Aviation Way, Ste 202, Watsonville, CA 95076." See *excerpt from example paystub below*.



The wage statement deficiencies also include, among other things, failing to list the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; failing to

list all deductions; failing to list the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; failing to list the name of the legal entity that is the employer; failing to list the inclusive dates of the period for which aggrieved employees were paid; and/or failing to state all hours worked as a result of not recording or stating the hours they worked off-the-clock.

California Labor Code section 1174(d) provides that “[e]very person employing labor in this state shall . . . [k]eep a record showing the names and addresses of all employees employed and the ages of all minors” and “[k]eep, 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. . . .” Labor Code section 1174.5 provides that employers are subject to a \$500 civil penalty if they fail to maintain accurate and complete records as required by section 1174(d). During the relevant time period, and in violation of Labor Code section 1174(d), BUENAVENTURA willfully failed to maintain accurate payroll records for Mr. Ramirez Pacheco and other aggrieved employees showing the daily hours they worked and the wages paid thereto as a result of failing to record the off-the-clock hours that they worked.

California Labor Code section 1198 provides that the maximum hours of work and the standard conditions of labor shall be those fixed by the Labor Commissioner and as set forth in the applicable IWC Wage Orders. Section 1198 further provides that “[t]he employment of any employees for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.” Pursuant to the applicable IWC Wage Order, employers are required to keep accurate time records showing when the employee begins and ends each work period and meal period. During the relevant time period, BUENAVENTURA failed, on a company-wide basis, to keep accurate records of work and meal period start and stop times for Mr. Ramirez Pacheco and other aggrieved employees, in violation of section 1198. Furthermore, in light of BUENAVENTURA’s failure to provide Mr. Ramirez Pacheco and other aggrieved employees with second 30-minute meal periods to which they were entitled, BUENAVENTURA kept no records of meal start and end times for second meal periods.

Because BUENAVENTURA failed to provide the correct net and gross wages earned, applicable rates of pay, and number of total hours worked on wage statements, Mr. Ramirez Pacheco and other aggrieved employees have been prevented from verifying, solely from information on the wage statements themselves, that they were paid correctly and in full. Instead, Mr. Ramirez Pacheco and other aggrieved employees have had to look to sources outside of the wage statements themselves and reconstruct time records to determine whether in fact they were paid correctly and the extent of underpayment, thereby causing them injury.

Mr. Ramirez Pacheco and other aggrieved employees are entitled to recover civil penalties, attorney’s fees, costs, and interest thereon pursuant to Labor Code sections 226.3, 1174.5, and/or 2699(a), (f)-(g).

Violation of California Labor Code § 204 – Failure to Timely Pay Wages During Employment

California Labor Code section 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. California Labor Code section 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. Alternatively, California Labor Code section 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

During the relevant time period, BUENAVENTURA willfully failed to pay Mr. Ramirez Pacheco and other aggrieved employees all wages due including, but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, within the time periods specified by California Labor Code section 204.

Mr. Ramirez Pacheco and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 210 and/or 2699(a), (f)-(g).

Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Final Wages Upon Termination

California Labor Code sections 201, 202, and 203 provide that if an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately, and that if an employee voluntarily leaves 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 previous 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.

BUENAVENTURA willfully failed to pay Mr. Ramirez Pacheco and other aggrieved employees who are no longer employed by BUENAVENTURA the earned and unpaid wages set forth above, including but not limited to, overtime wages, minimum wages, and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving BUENAVENTURA's employ, in violation of Labor Code section 201, 202, and 203.

Mr. Ramirez Pacheco and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 256 and/or 2699(a), (f)-(g).

Violation of California Labor Code § 2802 – Unreimbursed Business Expenses

California Labor Code section 2802 requires employers to pay for all necessary expenditures and losses incurred by the employee in the performance of his or her job. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014). The applicable wage order, IWC Wage Order 14-2001, provides that: "[w]hen tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by the employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft."

BUENAVENTURA had a company-wide policy of requiring Mr. Ramirez Pacheco and other aggrieved employees to utilize their own personal vehicles or obtain alternate transportation to carry out company business, but failed to reimburse them for all costs of travel, including mileage. For example, BUENAVENTURA sometimes required Mr. Ramirez Pacheco to drive several miles to deliver employee timesheets to its main office. Although BUENAVENTURA required Mr. Ramirez Pacheco and other aggrieved employees to use their own personal vehicles or obtain alternate transportation to complete their work-related duties, BUENAVENTURA never reimbursed them for their travel expenses.

Second, during the relevant time period, BUENAVENTURA, on a company-wide basis, required Mr. Ramirez Pacheco and other aggrieved employees to purchase tools and equipment that were necessary for the completion of their work-related duties. For example, Mr. Ramirez Pacheco was forced to purchase his own set of hand pruners for \$12. As a further example, due to COVID-19, from approximately May 2020 until the end of his employment, Mr. Ramirez Pacheco was required to spend \$20.00 on face masks to wear at work, because BUENAVENTURA required face masks to be worn on its premises but did not provide them to employees. Thus, BUENAVENTURA failed to provide tools, supplies, and/or equipment to Mr. Ramirez Pacheco and other aggrieved employees, forcing them to procure their own, and failed to reimburse Mr. Ramirez Pacheco and other aggrieved employees for these costs.

BUENAVENTURA could have provided Mr. Ramirez Pacheco and other aggrieved employees with the actual tools for use on the job, such as company vehicles, hand pruners, and face masks, to be used for fulfilling work-related tasks. Or, BUENAVENTURA could have reimbursed employees for the costs of their mileage; travel; and tool, supply, and/or equipment expenses. Instead, BUENAVENTURA passed these operating costs off onto Mr. Ramirez Pacheco and other aggrieved employees. At all relevant times, Mr. Ramirez Pacheco did not earn at least two (2) times the minimum wage.

Thus, BUENAVENTURA had, and continues to have, a company-wide policy and/or practice of not reimbursing employees for expenses necessarily incurred in violation of California Labor Code section 2802. Mr. Ramirez Pacheco and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

Violation of California Labor Code §§ 6401 and 6403 – Failure to Provide Safety Devices and Safeguards

California Labor Code section 6401 provides that employers must furnish and use safety devices and safeguards, and adopt and use practices, means, methods, operations, and processes which are reasonably adequate to render the employment and place of employment safe and healthy. California Labor Code Section 6401 further provides that an employer must do everything reasonably necessary to protect the life, safety, and health of its employees. California Labor Code section 6403(a) requires that employers provide and use safety devices and safeguards reasonably adequate to render the employment and place of employment safe.

BUENAVENTURA, on a company-wide basis, failed to provide Mr. Ramirez Pacheco and other aggrieved employees with personal protective equipment, such as face masks, to keep them safe in the workplace. Despite the fact that BUENAVENTURA required Mr. Ramirez Pacheco and other aggrieved employees to wear certain personal protective equipment, including face masks, while

engaged in their work-related duties, BUENAVENTURA failed to fully provide such reasonably necessary equipment to Mr. Ramirez Pacheco and other aggrieved employees to keep them safe.

BUENAVENTURA's failure to provide Mr. Ramirez Pacheco and other aggrieved employees with safety devices and safeguards, including basic personal protective equipment, for the workplace violates Labor Code sections 6401 and 6403. Mr. Ramirez Pacheco and other aggrieved employees are entitled to recover civil penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code sections 2699(a), (f)-(g).

California Labor Code § 558(a)

California Labor Code section 558(a) provides "[a]ny employer or other person acting on behalf of an employer who violates, or causes to be violated, a section of this chapter or any provision regulating hours and days of work in any order of the Industrial Welfare Commission shall be subject to a civil penalty as follows: (1) For any initial violation, fifty dollars (\$50) for each underpaid employee for each pay period for which the employee was underpaid. . . . (2) For each subsequent violation, one hundred dollars (\$100) for each underpaid employee for each pay period for which the employee was underpaid. . . ." Labor Code section 558(c) provides that "[t]he civil penalties provided for in this section are in addition to any other civil or criminal penalty provided by law." BUENAVENTURA, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated Mr. Ramirez Pacheco's and other aggrieved employees' rights by violating various sections of the California Labor Code.

Accordingly, Mr. Ramirez Pacheco seeks the remedies set forth in Labor Code section 558 for himself, the State of California, and all other aggrieved employees. Specifically, pursuant to PAGA, and in particular California Labor Code sections 2699(a), 2699.3(a) and 2699.3(c), 2699.5, and 558, Mr. Ramirez Pacheco, acting in the public interest as a private attorney general, seeks assessment and collection of civil penalties for himself, all other aggrieved employees, and the State of California against BUENAVENTURA for violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 516, 1174(d), 1182.12, 1194, 1197, 1197.1, 1198, 2802, 6401, and 6403.

Therefore, on behalf of all aggrieved employees, Mr. Ramirez Pacheco seeks all applicable civil penalties related to these violations of the California Labor Code pursuant to PAGA.

Pre-Litigation Demand

This notice shall further serve as Mr. Ramirez Pacheco's reasonable attempt to settle his dispute with BUENAVENTURA prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to inform BUENAVENTURA of Mr. Ramirez Pacheco's aforementioned grievances and the proposed remedies as detailed below, while affording BUENAVENTURA a reasonable opportunity to satisfy Mr. Ramirez Pacheco's demands.

Demand is hereby made that BUENAVENTURA shall, within 30 calendar days of this notice, agree, in writing to the following corrective actions:

1. BUENAVENTURA shall pay Mr. Ramirez Pacheco and all other aggrieved employees employed by BUENAVENTURA at any time during the past three years from the date of this notice unpaid wages and compensation for the above-referenced violations.

2. BUENAVENTURA shall comply with all California labor laws and ensure that its non-exempt employees are paid overtime wages and minimum wages for all hours worked and provided lawful meal and rest periods.
3. BUENAVENTURA shall conduct a survey or interview all current and former aggrieved employees in California who worked for BUENAVENTURA in the past three years to obtain information from them regarding the above-referenced violations, including, but not limited to: the number of meal periods which were not provided; the number of rest periods which were not authorized and permitted; and the number of employees who were required to pay for mileage; travel expenses; tools, supplies, and/or equipment; or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. BUENAVENTURA shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not provided one or more meal periods, as required by Labor Code sections 226.7, 512(a), 516, and 1198. BUENAVENTURA also shall pay each aggrieved employee one hour of pay at his or her regular rate of pay for each work day he or she was not authorized and permitted one or more rest periods, as required by Labor Code sections 226.7, 516, and 1198.
5. BUENAVENTURA shall reimburse those aggrieved employees who were required to pay for any business expenses incurred for BUENAVENTURA's benefit, including, but not limited to, costs of mileage; travel expenses; and tools, supplies, and/or equipment, as required by Labor Code section 2802.
6. BUENAVENTURA shall pay accrued legal interest to all aggrieved employees at the rate of 10% per annum for said unpaid wages.
7. BUENAVENTURA shall provide Mr. Ramirez Pacheco and all aggrieved employees employed by BUENAVENTURA at any time during the past three years from the date of this notice corrected wage statements that include the requisite information set forth in Labor Code section 226(a).
8. BUENAVENTURA shall provide all aggrieved employees with safety devices and safeguards reasonably adequate to render the employment and place of employment safe, pursuant to Labor Code sections 6401 and 6403.
9. BUENAVENTURA shall pay waiting time penalties, equal to 30 days of pay, to each former aggrieved employee who was not paid all wages due as described herein.
10. BUENAVENTURA shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code sections 2698, *et seq.*, including, but not limited to, penalties under Labor Code sections 210, 226.3, 256, 558, 1174.5, 1197.1, and 2699, and Wage Order No. 14-2001, section 18.

Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Julian Quattlebaum
Capstone Law APC
1875 Century Park East, Suite 1000
Los Angeles, CA 90067
(310) 556-4811

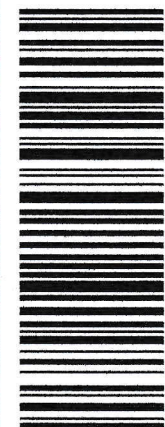
Best Regards,

A handwritten signature in black ink, appearing to read 'Julian Quattlebaum', with a stylized flourish at the end.

Julian Quattlebaum

Copy: BUENAVENTURA RANCH LLC (via U.S. Certified Mail); ANDREW AND WILLIAMSON BAKERSFIELD, INC. (via U.S. Certified Mail); ANDREW AND WILLIAMSON SALES, CO. (via U.S. Certified Mail); CRISALIDA BERRY FARMS LLC (via U.S. Certified Mail); GOODFARMS, LLC (via U.S. Certified Mail); SIERRA FARMS LLC (via U.S. Certified Mail); SUNDANCE BERRY FARMS, LLC (via U.S. Certified Mail)

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9590 9403 0424 5163 3669 11

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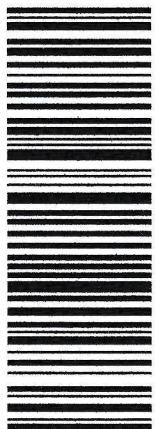
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HereRaniz v. Goodfarms,
LLC

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CAYUCOS, CA 93430



9590 9403 0424 5163 3673 90

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and Williamson
Bakersfield, Inc.

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y Park East, Ste 1000
CA 90067



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SIERRA FARMS LLC
150 AVIATION WAY, STE 202
WATSONVILLE, CA 95076

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SIERRA FARMS LLC
150 AVIATION WAY, STE 202
WATSONVILLE, CA 95076



9590 9403 0424 5163 3674 06

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Postage

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Total Postage and Fees

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SIERRA FARMS LLC

Street and Apt. No., P.O. Box No.

150 AVIATION WAY, STE 202

City, State, ZIP+4®

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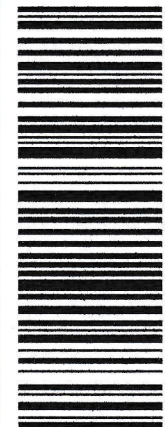
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Ramirez V. Sierra
Farms LLC

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1000 Park East, Ste 1000
San Diego, CA 90067

ANDREW AND WILLIAMSON SALES, CO.
9940 MARCONI DRIVE
SAN DIEGO, CA 92154



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ANDREW AND WILLIAMSON SALES, CO.
9940 MARCONI DRIVE
SAN DIEGO, CA 92154



9590 9403 0424 5163 3674 13

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

OFFICIAL USE

Certified Mail Fee
\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 7.63

Total Postage and Fees

\$ 8.08

Sent To

ANDREW AND WILLIAMSON SALES, CO.

Street and Apt. No., P.O. Box No.

9940 MARCONI DRIVE

City, State, ZIP+4®

SAN DIEGO, CA 92154

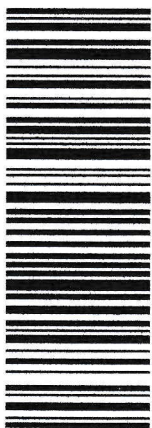
Postmark
Here

Ramirez V. Andrew
and Williamson Sales
CO.

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

CERTIFIED MAIL®



7020 1290 0001 8879 4549

one
AW APC
/ Park East, Ste 1000
CA 90067



SUNDANCE BERRY FARMS, LLC
2250 SALINAS ROAD/HWY 1
MOSS LANDING, CA 95039

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:

SUNDANCE BERRY FARMS, LLC
2250 SALINAS ROAD/HWY 1
MOSS LANDING, CA 95039



9590 9403 0424 5163 3674 20

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4549

PS Form 3811, April 2015 PSN 7530-02-000-9053

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
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

**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

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

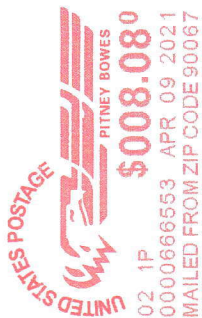
SUNDANCE BERRY FARMS, LLC
2250 SALINAS ROAD/HWY 1
MOSS LANDING, CA 95039

Postmark
Here

Ramirez v. Sundance
Berry Farms, LLC

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



PITNEY BOWES
\$008.08⁰

0000666553 APR 09 2021
MAILED FROM ZIP CODE 90067



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:

CRISALIDA BERRY FARMS LLC
150 AVIATION WAY, STE 202
WATSONVILLE, CA 95076



9590 9403 0424 5163 3674 37

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4556

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

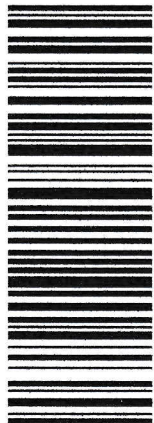
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)

- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Return Receipt for Merchandise
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt



7020 1290 0001 8879 4556

CRISALIDA BERRY FARMS LLC
150 AVIATION WAY, STE 202
WATSONVILLE, CA 95076

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

\$ 3.60

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

- ☒ Return Receipt (hardcopy) \$ 2.85
- ☐ Return Receipt (electronic) \$
- ☐ Certified Mail Restricted Delivery \$
- ☐ Adult Signature Required \$
- ☐ Adult Signature Restricted Delivery \$

Postage

\$ 1.63

Total Postage and Fees

\$ 8.08

Sent To

CRISALIDA BERRY FARMS LLC
150 AVIATION WAY, STE 202

Street and Apt. No.

City, State, ZIP+4® WATSONVILLE, CA 95076

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Postmark
Here

Rumirez V. Crisalida
Berry farms LLC

one
_AW APC
y Park East, Ste 1000
, CA 90067

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:

BUENAVENTURA RANCH LLC
150 AVIATION WAY, STE 202
WATSONVILLE, CA 95076

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4495

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
COVID-19 4/23/21

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

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail ☐ Signature Confirmation Restricted Delivery (over \$500)

Domestic Return Receipt

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:

SUNDANCE BERRY FARMS, LLC
2250 SALINAS ROAD/HWY 1
MOSS LANDING, CA 95039

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4549

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
Jacelyn V...

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

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail ☐ Signature Confirmation Restricted Delivery (over \$500)

Domestic Return Receipt

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:

GOODFARMS, LLC
150 AVIATION WY STE 202
WATSONVILLE, CA 95076

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4501

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
COVID-19 4/23/21

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

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail ☐ Signature Confirmation Restricted Delivery (over \$500)

Domestic Return Receipt

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:

ANDREW AND WILLIAMSON
BAKERSFIE'D, INC.
157 1 ST
CAYUCOS, CA 93430

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4518

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
KEITH ANDREW 4-23-21

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

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail ☐ Signature Confirmation Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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■ 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:

SIERRA FARMS LLC
150 AVIATION WAY, STE 202
WATSONVILLE, CA 95076

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4525

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
COVID-19 4/23/21

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

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail ☐ Signature Confirmation Restricted Delivery (over \$500)

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

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■ Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CRISALIDA BERRY FARMS LLC
150 AVIATION WAY, STE 202
WATSONVILLE, CA 95076

2. Article Number (Transfer from service label)

7020 1290 0001 8879 4556

PS Form 3811, April 2015 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X *[Signature]* ☐ Agent ☐ Addressee

B. Received by (Printed Name) C. Date of Delivery
COVID-19 4/23/21

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

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise
☐ Collect on Delivery ☐ Signature Confirmation™
☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery
☐ Insured Mail ☐ Signature Confirmation Restricted Delivery (over \$500)

Domestic Return Receipt