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Attorneys for Plaintiff,
GUADALUPE ESTRADA, on behalf of herself and all others similarly aggrieved employees,

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

GUADALUPE ESTRADA, on behalf of herself
and all others similarly situated;

Plaintiff,

v.

MONTEREY MUSHROOMS, INC., a California
Corporation, and DOES 1 through 50 inclusive,

Defendants.

Case No.: **21CV386229**

REPRESENTATIVE ACTION COMPLAINT

1. Violation of the Private Attorneys' General Act, Labor Code § 2698 et seq.;

DEMAND FOR JURY TRIAL

1 Plaintiff GUADALUPE ESTRADA (hereinafter or “Plaintiff”) on behalf of herself and all others
2 similarly situated, complains and alleges as follows:

3 I.

4 **INTRODUCTION**

5 1. This is an action brought on behalf of Plaintiff GUADALUPE ESTRADA and the
6 similarly Aggrieved Employees she seeks to represent, as defined herein, as all non-exempt employees
7 employed by or formerly employed by Defendant MONETEREY MUSHROOMS, INC. (herein referred
8 to as “Defendant”). The Aggrieved Employees consists of all non-exempt employees employed by or
9 formerly employed by Defendant within the State of California who are California Citizens at the time
10 of the filing of this Complaint. The term “Liability Period” or “Time Period” is defined as one (1) year
11 prior to the filing of Plaintiff’s administrative complaint with the Labor and Workforce Development
12 Agency (LWDA) through the present. Plaintiff filed her administrative complaint with the LWDA on
13 June 25, 2021. The Liability Period is from June 25, 2020, to the Present. Plaintiff reserves the right to
14 amend this complaint to reflect a different “Time Period” or modify the definition of “Aggrieved
15 Employees” as further discovery is conducted.

16 2. Plaintiff individually, and on behalf the Aggrieved Employees she seeks to represent,
17 seeks relief against Defendant for violation of the Private Attorneys’ General Act, Labor Code § 2698
18 et seq. stemming from Defendant’s (1) failure to pay all wages due, including minimum, regular, and
19 overtime wages as a result of Defendant’s policy of improperly paying its non-exempt hourly
20 employees; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide
21 accurate wage statements; and (5) failure to pay wages upon ending employment of terminated or
22 resigned employees. Plaintiff further seeks equitable remedies in the form of declaratory relief and relief
23 under Business and Professions Code section 17200 et seq. for unfair business practices.

24 3. At all relevant times herein, Defendant, has consistently maintained and enforced against
25 Aggrieved Employees the unlawful practices and policies described herein.

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II.

JURISDICTION AND VENUE

4. This Court has subject matter jurisdiction over the causes of action alleged in this Complaint because the Court is a court of general subject matter jurisdiction and is not otherwise excluded from exercising subject matter jurisdiction over said causes of action.

5. Venue is proper in this Judicial district and the County of Santa Clara, because the Defendant maintained its location and transacts business in this county, the obligations and liability arise in this county, and work was performed by Plaintiff and members of the proposed Aggrieved Employees made the subject of this action in the County of Santa Clara, California.

6. The California Superior Court has jurisdiction in the matter because the individual claims are under the Seventy-Five Thousand Dollar (\$75,000.00) jurisdictional threshold for Federal Court and upon information and belief Plaintiff is a resident of and/or domiciled in the State of California.

7. Further, there is no federal question at issue as the issues herein is based solely on California Statutes and law including the California Labor Code, Industrial Welfare Commission Wage Orders, *Code of Civil Procedure*, *Rule of Court*, and/or *Business and Professions Code*.

III.

THE PARTIES

A. The Plaintiff

8. Plaintiff, GUADALUPE ESTRADA, at various relevant times herein, was an employee of the Defendant and entitled to compensation for all hours worked, minimum and overtime compensation, meal and rest premiums, and penalties from Defendant. Plaintiff was employed by the Defendant from on or about March 28, 2020, through July 9, 2020, in the County of Santa Clara at various times herein relevant. Plaintiff was employed by the Defendant during the Liability Period in a non-exempt hourly position as a farm laborer picking and pinching mushrooms. Each of the Aggrieved Employees members are identifiable, current and/or formerly similarly situated persons who were employed in non-exempt hourly positions in California for the Defendant during the Liability Period.

B. The Defendants

9. Plaintiff is informed and believes, and based thereon alleges that Defendant, MONTEREY MUSHROOMS, INC., is an agriculture company, and a California Corporation doing

business in the state of California. Defendant is and/or was the employer of the Plaintiff and Aggrieved Employees during the Liability Period at its location in Morgan Hill, California. During the liability period, Defendant employed Plaintiff and similarly situated persons and failed to pay Plaintiff and Aggrieved Employees for all hours worked including minimum wage, overtime premium for overtime hours worked, failed to provide lawful meal and rest periods or compensation in lieu thereof, failed to provide accurate itemized wage statements, and failed to pay due and owing wages upon ending of employment for employees within California. On information and belief and based thereon alleges that Defendant is conducting business in good standing in California.

10. Plaintiff is ignorant of the true names, capacities, relationships and extent of participation in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 50, inclusive, but on information and belief allege that said Defendants are legally responsible for (1) failure to pay all wages due; (2) failure to provide meal periods; (3) failure to provide rest periods; (4) failure to provide accurate wage statements; and (5) failure to pay wages upon ending employment to Plaintiff and the Aggrieved Employees members by virtue of their unlawful practices, and therefore sue these Defendants by such fictitious names. Plaintiff will amend this complaint to allege the true names and capacities of the DOE Defendants when ascertained.

11. Plaintiff is informed and believes, and based thereon alleges, that each Defendant acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant legally attributable to the other Defendant.

12. Plaintiff is informed and believes, and based thereon alleges, that each defendant acted in all respects as the agent, servant, partner, joint venture, alter-ego, employee, proxy, managing agent, and/or principal of the co-defendants, and in performing the actions mentioned below was acting, at least in part, within the course and scope of that authority as such agent, proxy, servant, partner, joint venture, single enterprise, joint employer employee, alter-ego, managing agent, and/or principal with the permission and consent of the co-Defendants. Plaintiff also alleges the acts of each Defendant are legally attributable to the other defendants.

13. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants sued herein was, at all relevant times hereto, the employer, owner, shareholder, principal, joint venture,

1 proxy, agent, employee, supervisor, representative, manager, managing agent, joint employer and/or
2 alter-ego of the remaining defendants, and was acting, at least in part, within the course and scope of
3 such employment and agency, with the express and implied permission, consent and knowledge,
4 approval and/or ratification of the other defendants. The above co-defendants, managing agents, and
5 supervisors aided, abetted, condoned, permitted, approved, authorized and/or ratified the unlawful acts
6 described herein.

7 IV.

8 ADMINISTRATIVE PREREQUISITE

9 14. Prior to filing this Complaint, On June 25, 2021, Plaintiff gave written notice by
10 electronic filing to the Labor Workforce Development Agency (“LWDA”) (LWDA Case No. LWDA-
11 CM- 836181-21) and by certified mail to Defendant of the specified provisions alleged to have been
12 violated, including the facts and theories to support the alleged violations as required by Labor Code
13 section 2699.3.

14 15. A true and correct copy of Plaintiff’s letter sent to the LWDA sent to Defendant, dated
15 June 25, 2021, is attached hereto as “**Exhibit A.**” As of the filing of this complaint, LWDA has not
16 responded.

17 16. “...The statute of limitations on Plaintiffs' PAGA claims is one year. (*See Moreno v.*
18 *Autozone, Inc.*, No. 05–04432–MJJ, 2007 WL 1650942, at *2) (N.D.Cal. June 5, 2007.)) PAGA itself
19 provides that the statute of limitations is tolled while a plaintiff exhausts his administrative remedies
20 with California's Labor and Workforce Development Agency (LWDA) prior to suit, which is required
21 by the statute. See Cal. Labor Code § 2699.3(d).” (*Ramirez v. Ghilotti Bros. Inc.*, 941 F.Supp.2d 1197,
22 1209 (2013.))

23 17. Under Labor Code Section 2699.3(a), a plaintiff may bring a cause of action under
24 PAGA only after giving notice to the Labor Workforce Development Agency (“LWDA”) and the
25 employer of the Labor Code sections alleged to have been violated, and after receiving notice from
26 the LWDA of its intention not to investigate, or after 65 days have passed without notice.

27 18. On August 30, 2021, more than sixty-five (65) days will have passed since Plaintiff
28 submitted notice to the LWDA and Defendant of the specific alleged Labor Code violations and the
LWDA has not provided notice to Plaintiff of its intent to investigate such alleged violations. Plaintiff

1 further has received no notice of Defendant's intent to cure any of the alleged violations. Therefore,
2 Plaintiff has satisfied the administrative prerequisites for filing this action.

3 V.

4 **GENERAL ALLEGATIONS**

5 19. California *Labor Code* § 1194 provides that notwithstanding any agreement to work for
6 a lesser wage, an employee receiving less than the legal overtime compensation is entitled to recover in
7 a civil action the unpaid balance of their overtime compensation, including interest thereon, reasonable
8 attorneys' fees, and costs of suit.

9 20. Defendant had a policy and practice of understaffing employees on shifts forcing Plaintiff
10 and similarly Aggrieved Employees to work through break periods, including working through meal
11 periods without compensation for their time worked.

12 21. During all, or a portion of the Liability Period, Plaintiff and each member of the Aggrieved
13 Employees was employed by Defendants and each of them, in the State of California. Plaintiff and each
14 of the Aggrieved Employees members were non-exempt employees covered under one or more Industrial
15 Welfare Commission (IWC) Wage Orders, and *Labor Code* § 510, and/or other applicable wage orders,
16 regulations and statutes, and each Aggrieved Employees member was not subject to an exemption for
17 executive, administrative and professional employees, which imposed obligations on the part of the
18 Defendant to pay Plaintiff and Aggrieved Employees members lawful overtime compensation. Plaintiff
19 and Aggrieved Employees were covered by one or more Industrial Welfare Commission (IWC) Wage
20 Orders, and *Labor Code* § 226.7 and other applicable wage orders, regulations and statutes which
21 imposed an obligation on the part of the Defendant to pay Plaintiff and Aggrieved Employees rest and
22 meal period compensation.

23 22. During the Liability Period, Defendant was obligated to pay Plaintiff and Aggrieved
24 Employees Members for all hours worked. Defendant was obligated to pay Plaintiff and Aggrieved
25 Employees Members minimum wages and overtime compensation for all hours worked over eight (8)
26 hours of work in one (1) day or forty (40) hours in one (1) week and double-time for hours worked in
27 excess of twelve (12) in one day.

28 23. Plaintiff and each Aggrieved Employee primarily performed non-exempt work in excess
of the maximum regular rate hours set by the IWC in the applicable Wage Orders, regulations or statutes,

1 and therefore entitled the Plaintiff and Aggrieved Employees members to overtime compensation at time
2 and a half rate, and when applicable, double time rates as set forth by the applicable Wage Orders,
3 regulations and/or statutes.

4 24. During the Liability Period, the Defendant and each of them, required the Plaintiff and
5 Aggrieved Employees to work under a "Rounding Policy" that is not fair and neutral and resulted, over
6 a period of time, in failure to compensate the employees properly for all the time they have actually
7 worked, in violation of the various applicable Wage Orders, regulations and statutes, and the Defendant:
8 (1) Willfully failed and refused, and continues to fail and refuse to pay compensation for all hours worked,
9 including minimum wage and lawful overtime compensation to the Aggrieved Employees Members; and
10 (2) willfully failed and refused, and continues to fail and refuse to pay due and owing wages promptly
11 upon termination of employment to Plaintiff and Aggrieved Employees Members.

12 25. During the Liability Period, the Defendant and each of them, as a result of Defendant's
13 failure to provide Plaintiff and Aggrieved Employees with all wages earned as described herein, also
14 failed to provide Plaintiff and Plaintiff with accurate itemized wage statements listing the accurate gross
15 wages earned, total hours worked, net wages earned, and all applicable hourly rates and the corresponding
16 number of hours worked at each hourly rate by the employee.

17 26. During the Liability Period, Defendant was obligated to provide Plaintiff and Aggrieved
18 Employees with a timely work free meal and/or rest period(s). During the Liability Period, Defendant,
19 and each of them failed and/or refused to schedule Plaintiff and Aggrieved Employees in an overlapping
20 manner so as to reasonably provide lawful and timely meal and/or rest breaks and/or shift relief for
21 Plaintiff and Aggrieved Employees, thereby causing members of the Aggrieved Employees to work
22 without being given paid ten (10) minute rest periods for every four (4) hours or major fraction thereof
23 worked and without being given a timely thirty (30) minute meal period for shifts of at least five (5) hours
24 and a second thirty (30) minute meal period for shifts of at least ten (10) hours during which Aggrieved
25 Employees was relieved of all duties and free to leave the premises. Defendant further failed and/or
26 refused to schedule Plaintiff and Aggrieved Employees in an overlapping manner and/or provide shift
27 relief for Plaintiff and Aggrieved Employees so as to reasonably ensure meal and/or rest breaks were
28 taken within the required statutory time frame as required by law. Furthermore, Defendant failed and/or
refused to pay any Aggrieved Employees one (1) hour's pay at the employees' regular rate of pay as

premium compensation for failure to provide lawful rest and/or meal periods or to providing such rest and/or meal periods within the statutory time frame as a result of their scheduling policy.

27. Aggrieved Employees who ended their employment during the Liability Period but were not paid the above due compensation for all hours worked, overtime compensation timely upon the termination of their employment as required by *Labor Code* §§ 201-203 and are entitled to penalties as provided by *Labor Code* § 203.

VI.

FIRST CAUSE OF ACTION

VIOLATION OF THE PRIVATE ATTORNEYS' GENERAL ACT ("PAGA")

(LABOR CODE § 2698 ET SEQ.)

(Plaintiff and Aggrieved Employees against Defendant, and Does 1 – 50 inclusive)

28. Since the LWDA has not indicated that it will be investigating and more than 65 days have passed since Plaintiff mailed her letter, and because Defendant took no corrective action to remedy the allegations set forth herein, Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or the Department of Labor Standards Enforcement ("DLSE"). This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section 2699.3(a) applies to any alleged violation of the provisions discussed herein.

29. Plaintiff by virtue of her employment with Defendant is an aggrieved employee with standing to bring an action under the PAGA. As of August 29, 2021, Plaintiff has satisfied all prerequisites to serve as a representative of the general public to enforce California's labor laws, and the penalty provisions identified in Labor Code section 2699.5.

30. Plaintiff is informed and believes that Defendant have violated and continues to violate provisions of the California Labor Code and applicable Wage orders related to the payment of minimum wages including overtime, failure to provide meal and rest periods or premium compensation in lieu thereof, failure to pay all wages upon end of employment, and failure to provide complaint wage statements.

31. Plaintiff, as a representative of the people of the State of California, will seek any and all penalties otherwise capable of being collected by the Labor Commission, the LWDA and/or the DLSE.

1 This includes each of the following, as set forth in Labor Code section 2699.5, which provides that section
2 2699.3(a) applies to any alleged violation of the following provisions: 201-203, 226, 226.7, 510, 512,
3 1174, and 1194.

4 32. Plaintiff, as a personal representative of the general public, will and does seek to recover
5 any and all penalties for each and every violation shown to exist or to have occurred during the Liability
6 period, in an amount according to proof, as to those penalties that are otherwise only available to public
7 agency enforcement actions. Funds recovered will be distributed in accordance with the PAGA, with at
8 least 75% of the penalties recovered being reimbursed to the LWDA.

9 33. Additionally, Plaintiff and Aggrieved Employees are entitled to attorneys' fees and costs
10 pursuant to Labor Code sections 2699(g)(1), 218.5, 1194, and prejudgment interest.

11 **a. Violation of PAGA for Failure to Pay Minimum and Overtime Wages.**

12 34. Plaintiff and Aggrieved Employees re-allege and incorporate by reference the allegations
13 in the preceding paragraphs.

14 35. Defendant willfully violated the Labor Code when Defendant failed to pay Plaintiff and
15 Aggrieved Employees the legally mandated wage rates for all hours worked as described herein.

16 36. Plaintiff individually, and on behalf of the Aggrieved Employees, requests recovery of
17 statutory penalties against the Defendant and each of them, pursuant to PAGA for failure to pay all wages
18 pursuant to Labor Code sections 510 and 1194 during the Liability Period, in a sum as provided by the
19 Labor Code and/or other statutes.

20 **b. Violation of PAGA for Failure to Provide Meal Periods or Compensation in Lieu Thereof.**

21 37. The Plaintiff and Aggrieved Employees re-allege and incorporate by reference all the
22 above paragraphs of this complaint as if fully alleged herein.

23 38. Defendant intentionally and improperly denied timely uninterrupted meal periods to the
24 Plaintiff and Aggrieved Employees in violation of Labor Code sections 226.7 and 512 and other
25 regulations and statutes as described herein.

26 39. by reference all the above paragraphs of this complaint as if fully alleged herein.

27 40. Plaintiff individually, and on behalf of the Aggrieved Employees, requests recovery of
28 statutory penalties against the Defendant and each of them, pursuant to PAGA for failure to provide
meal period compensation pursuant to Labor Code sections 226.7 and 512 during the Liability Period,

1 in a sum as provided by the Labor Code and/or other statutes.

2 **c. Violation of PAGA for Failure to Provide Rest Periods or Compensation in Lieu Thereof.**

3 41. The Plaintiff and Aggrieved Employees re-allege and incorporate by reference all the
4 above paragraphs of this complaint as if fully alleged herein.

5 42. By virtue of the Defendant's unlawful failure to provide rest periods to Plaintiff and
6 Aggrieved Employees as described herein.

7 43. Plaintiff individually, and on behalf of the Aggrieved Employees, requests recovery of
8 statutory penalties against the Defendant and each of them, pursuant to PAGA for failure to provide
9 rest period compensation pursuant to Labor Code section 226.7 during the Liability Period, in a sum as
10 provided by the Labor Code and/or other statutes.

11 **d. Violation of PAGA for Failure to Provide Accurate Wage Statements.**

12 44. Plaintiff and Aggrieved Employees re-allege and incorporate by reference the allegations
13 in the preceding paragraphs.

14 45. Labor Code sections 226, 226.3, 1174 and 1174.5 and applicable IWC Wage Order
15 provides that employers must keep records and provide employees with itemized wage statements
16 showing total hours worked and each applicable rate of pay in effect during the pay period with the
17 corresponding number of hours worked at each hourly rate.

18 46. Labor Code section 226, subdivision (a), requires an employer provide employees-either
19 as a detachable part of the check, draft, or voucher paying the employee's wages, or separately when
20 wages are paid by personal check or cash-an accurate itemized wage statement in writing showing: "(1)
21 gross wages earned, (2) total hours worked by the employee, (4) all deductions, (5) net wages, (6) the
22 inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the
23 last four digits of his or her social security number or an employee identification number other than a
24 social security number, (8) the name and address of the legal entity that is the employer, and (9) all
25 applicable hourly rates in effect during the pay period and corresponding number of hours worked at
26 each hourly rate by the employee"

27 47. Labor Code section 226.2, subdivision (a)(2), requires the itemized statements required
28 by subdivision (a) of section 226 shall, in addition to the other items specified in that subdivision, state

1 the following: total hours of compensable rest and recovery periods, the rate of compensation for every
2 hour worked, the number of hours worked at each rate of compensation, and the gross and net wages
3 paid for those periods during the pay period, and the true name of the employer.

4 48. Defendant willfully violated Labor Code section 226(a) by failing to provide Plaintiff
5 and Aggrieved Employees with wage statements that accurately reflect the total hours worked, the
6 accurate rate of pay for each hour worked, accurate premium wages earned, and accurate net and gross
7 wages earned.

8 49. Lab. Code, § 226, subdivision (a) states that, “every employer shall, semimonthly or at
9 the time of each payment of wages, furnish each of his or her employees, either as a detachable part of
10 the check, draft, or voucher paying the employee’s wages, or separately when wages are paid by personal
11 check or cash, an accurate itemized statement in writing ...”

12 50. IWC Wage Order Number 14-2001, paragraph 7(a) requires that every employer shall
13 keep accurate information with respect to each employee, including time records showing when each
14 employee begins and ends each work period, the total daily hours worked by each employee and the
15 total hours worked in each payroll period, applicable rates of pay, and net and gross wages earned.

16 51. Plaintiff is informed and believes that Defendant willfully and intentionally failed to
17 make and/or keep records which accurately reflect the hours worked by Plaintiff and Aggrieved
18 Employees. Specifically, Plaintiff believes that Defendant’s records do not accurately reflect the time
19 Plaintiff and Similarly Aggrieved Employees worked off the clock during meal periods and beyond the
20 scheduled end of their shifts.

21 52. Plaintiff is informed, and believes that Defendant willfully and intentionally failed to
22 make and/or keep records which accurately reflect the accurate net and gross wages earned by Plaintiff
23 and Aggrieved Employees who were not paid all wages due them, including but not limited to minimum
24 and/or overtime wages as a result of Defendant’s policies and practices as described herein.

25 53. Plaintiff is informed and believes that Defendant’s failure to keep accurate payroll
26 records, as described above, violated Lab. Code, § 1174, subdivision (d) and the applicable wage order.
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54. Plaintiff individually, and on behalf of the Aggrieved Employees, requests recovery of statutory penalties against the Defendant and each of them, pursuant to PAGA for failure to provide accurate itemized wage statements pursuant to Labor Code sections 226 and 226.2 during the Liability Period, in a sum as provided by the Labor Code and/or other statutes.

e. Violation of PAGA for Failure to Pay Wages Upon Ending Employment.

55. Plaintiff and Aggrieved Employees re-allege and incorporate by reference, as though fully set forth herein, the above paragraphs in their entirety as if fully alleged herein.

56. Plaintiff and certain members of the Aggrieved Employees who ended their employment with Defendant during the Liability Period, were entitled to be promptly paid both minimum wage and lawful overtime compensation and other premiums, as required by *Labor Code* §§ 201-203. Defendant refused and/or failed to promptly compensate Plaintiff and Aggrieved Employees wages owed as a result of their failure to pay Plaintiff and Aggrieved Employees both minimum wage, overtime, and premium compensations.

57. Plaintiff individually, and on behalf of the Aggrieved Employees, requests recovery of statutory penalties against the Defendant and each of them, pursuant to PAGA for failure to pay wages due upon end of employment pursuant to Labor Code sections 201 - 203 during the Liability Period, in a sum as provided by the Labor Code and/or other statutes.

VII.

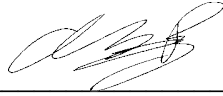
PRAYER FOR RELIEF

WHEREFORE, Plaintiff and Aggrieved Employees pray for judgment as follows:

1. For civil penalties for each violation for Plaintiff and each Aggrieved Employee as provided by law, including but not limited to, those civil penalties provided by statute, provided by PAGA;
2. For costs of suit and expenses incurred herein pursuant to *Labor Code* §§ 2699(g) and any other statutory basis or pursuant to the California Rules of Court
3. For reasonable attorneys' fees pursuant to *Labor Code* §§ 2699(g) and any other statutory basis, and;
4. For all such other and further relief as the Court may deem just and proper.

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3 Dated: August 26, 2021

LAW OFFICES OF JAKE D. FINKEL

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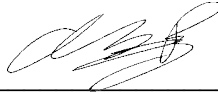
6 _____
7 Jake D. Finkel, Esq.
8 Alexander Perez, Esq.
9 Attorneys for Plaintiff GUADALUPE ESTRADA
10 and on behalf of all employees similarly situated
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DEMAND FOR JURY TRIAL

Plaintiff GUADALUPE ESTRADA hereby requests a jury trial on all issues so triable.

Dated: August 26, 2021

LAW OFFICES OF JAKE D. FINKEL, APC



Jake D. Finkel, Esq.
Alexander Perez, Esq.
Attorneys for Plaintiff GUADALUPE ESTRADA
and on behalf of all employees similarly situated

EXHIBIT A



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June 25, 2021

Via Certified Electronic Mail

LABOR AND WORKFORCE DEVELOPMENT AGENCY

PAGAFilings@dir.ca.gov

VIA U.S. MAIL & CERTIFIED MAIL #7020 3160 0000 7615 1700

Return Receipt Requested

Monterey Mushrooms, Inc.

Attn: Shah Kazemi, CEO

260 Westgate Dr.

Watsonville, CA 95076

Re: *Guadalupe Estrada v. Monterey Mushrooms, Inc.*

**NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO
LABOR CODE SECTION § 2698 ET SEQ.**

To: California Labor and Workforce Development Agency, Monterey Mushrooms, Inc.,

From: Guadalupe Estrada, on behalf of herself and similarly aggrieved employees who were subject to the employer's wage and hour policies as set forth below.

Factual Statement

Please note that this firm, Law Offices of Jake D. Finkel, represents the interests of Ms. Guadalupe Estrada (referred to hereinafter as "Employee"), who intends to file a complaint alleging various Labor Code violations and seeking civil penalties under the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. ("PAGA") on behalf of herself and all other aggrieved employees.

Theories of Labor Code Violations and Remedies

Monterey Mushrooms, Inc. (hereinafter referred to as "Employer") is an agriculture company headquartered in California, with a principal business office in Morgan Hill, California. Employee was hired to pick and pinch mushrooms from, on or about, March 28, 2020, through the end of her employment on or about July 9, 2020. Employee alleges Employer violated various sections of the Labor Code, including §§ 201, 202, 203, 204, 222, 223, 226, 226.7, 510, 512, 558, 1174, 1194, and 1197 by failing to provide Employee and all other aggrieved employees all wages for all hours worked including, but not limited to, regular hour and overtime hours.

Employer failed to pay Employee and other aggrieved employees for all hours worked at the legally mandated wage rates. Employer failed to pay Employee and her coworkers the legally mandated regular and overtime rate for all work performed during their shifts in violation of California law. Specifically, Employer required Employee and her coworkers to work under a "Rounding Policy" that is not fair and neutral and resulted, over a period of time, in failure to compensate the employees properly for all the time they have actually worked, and as a result, Employer willfully failed and refused, and continues to fail and refuse to pay compensation for all hours worked, including minimum wage and lawful overtime compensation to Employee and her coworkers. Employer's conduct, which is in violation of Labor Code sections 510 and 1194, is actionable under PAGA.

Further, Employer failed to provide Employee and other aggrieved employees with lawful, timely, and uninterrupted meal and rest periods. Due to Employer's policy and practices, Employee and her co-workers did not receive lawful and timely uninterrupted meal and rest periods and were not compensated with their owed premium compensation. Employee and her coworkers would either be required to forgo, shorten, interrupt, or take a late meal or rest period and instead attend to their job duties. Employer also failed to provide Employee and her coworkers with a second meal period when working a shift longer than ten hours in length. Even though Employee and her co-workers were prevented from taking lawful timely uninterrupted meal and rest periods, Employer failed to provide them with premium pay for every untimely, missed, shortened, or interrupted meal period and rest period. Employer's conduct, which is in violation of Labor Code sections 226.7 and 512, is also actionable under PAGA.

As a result of Employer's failure to pay all wages owed as described herein, Employer further failed to keep accurate payroll records and failed to provide Employee and other aggrieved employees with complete and accurate wage statements showing the actual hours worked, accurate rate of pay for each hour worked, premium wages earned, and net and gross wages. Employer's conduct is in violation of Labor Code sections 226 and 1174 and is actionable under PAGA.

As a further result of Employer's failure to pay all wages owed as described herein, Employer also violated Labor Code sections 201, 202, and 203, due to its uniform policy, practice and procedure of failing to pay all wages earned to former employees and is therefore actionable under PAGA.

Employee will bring her lawsuit on behalf of herself and all other aggrieved employees who were employed by Employer. Please advise if the LWDA has any objection to my client including PAGA claims in his complaint. We look forward to your response, and please feel free to contact our office if you have any questions, comments or concerns.

Sincerely,



Alexander Perez, Esq.
Law Offices of Jake D. Finkel