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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF STANISLAUS**

ALDO BECERRA RAMOS, an individual,
on behalf of himself and others similarly
situated

PLAINTIFF,

v.

SALINAS FARM LABOR CONTRACTOR,
INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. CV-21-005360

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
4. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
5. Violation of Labor Code § 226(a)
6. Penalties Pursuant to Labor Code § 203
7. Violation of Business & Professions Code § 17200
8. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiff ALDO BECERRA RAMOS, an individual, on behalf of himself, all others
2 similarly situated, and on behalf of the people of the State of California and as an “aggrieved
3 employee” under Labor Code Private Attorneys General Act of 2004, §2699, et seq. (hereafter
4 “PAGA”), complains of Defendant SALINAS FARM LABOR CONTRACTOR, INC.
5 (“Defendant”) and each of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
9 382 and Labor Code §2699, et seq., on behalf of Plaintiff and a Proposed Class defined as:

10 All persons who are employed or have been employed as an hourly
11 employee by SALINAS FARM LABOR CONTRACTOR, INC., in
12 the State of California since four (4) years prior to the filing of this
13 action to the present plus any additional time during which the
14 statutes of limitation for the causes of action herein were tolled
pursuant to Emergency Rule 9 of the California Rules of Court, the
‘Emergency Rules Related to COVID-19’. (“Proposed Class”)

15 2. Any limitations period referenced in this complaint is extended pursuant to
16 Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the
17 California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of
18 limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020
19 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action
20 that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the
21 relevant time period or statute of limitations referenced in this complaint is extended into the past
22 by the number of days in which this tolling was in effect.

23 3. From at least four (4) years prior to the filing of this action continuing to the present,
24 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
25 Members. Defendant engaged in a pattern and practice of “time shaving”. As a result, Plaintiff
26 and other Proposed Class Members were not compensated for time spent performing compensable
27 activities before and after working shifts.

28 4. From at least four (4) years prior to the filing of this action and continuing to the

1 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of
2 their right to take meal periods by way of a lawful policy and requiring Proposed Class Members
3 within the State of California, including Plaintiff, to work at least five (5) hours without a meal
4 period and failing to pay such employees one (1) hour of pay at the employees' regular rate of
5 compensation for each workday that the meal period is not provided or provided after five (5)
6 hours, as required by California state wage and hour laws.

7 5. For at least four (4) years prior to the filing of this action and continuing to the
8 present, Defendant has had a consistent policy of failing to inform Proposed Class Members of
9 their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class
10 Members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes
11 per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour
12 of pay at the employee's regular rate of compensation for each workday that the rest period was
13 not provided, as required by California state wage and hour laws.

14 6. For at least four (4) years prior to the filing of this action and continuing to the
15 present, Defendant has failed to reimburse Plaintiff and the Proposed Class for their mileage. As
16 such, Plaintiff and the Proposed Class are required to work without being reimbursed for all
17 necessary expenditures or losses incurred by the employee in direct consequence of the discharge
18 of his or her duties.

19 7. For at least one (1) year prior to the filing of this action and continuing to the
20 present, Defendant has failed to comply with Labor Code § 226(a). Plaintiff and the Proposed
21 Class are issued wage statements in violation of Labor Code §226(a)(2) and do not accurately
22 show the number of total hours worked all applicable hourly rates in effect during the pay period
23 and the corresponding number of hours worked at each hourly rate by Plaintiff and each member
24 of the Proposed Class in violation of Labor Code §226(a)(9).

25 8. For at least three (3) years prior to the filing of this action continuing to the present,
26 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and
27 the Proposed Class.

28 9. Plaintiff, on behalf of himself and all Proposed Class Members brings this action

pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, and 2802; Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11140, seeking unpaid wages/overtime, meal and rest period penalties, unreimbursed expenses, accurate itemized wage statements, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

10. Plaintiff, on behalf of himself and all Proposed Class Members, pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to PAGA and continuing to the present and as extended by Emergency Rule 9 referenced in paragraph 2 above, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiff, on behalf of himself and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in his PAGA notice letter (see Exhibit "1"), brings this representative action pursuant to Labor Code §2699, et seq. seeking penalties for Defendant's failure to pay all wages and/or overtime, failure to provide lawful meal and rest periods, failure to reimburse for business-related expenses, failure to provide accurate itemized wage statements, and failure to pay all wages due at the time of termination.

II.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

13. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of Stanislaus and the State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business &

Professions Code § 17200, *et seq.*

14. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within Stanislaus County. The unlawful acts alleged herein have a direct effect on Plaintiff and all Proposed Class Members within the State of California and the county of Stanislaus.

15. This case should be classified as complex according to Rule 3.400 of the California Rules of Court, and assigned to a complex litigation judge and department, as it will involve substantial documentary evidence, a large number of witnesses, and is likely to involve extensive motion practice raising difficult or novel issues that will be time-consuming to resolve and would require substantial post judgment judicial supervision.

16. Plaintiff files this amended complaint adding a claim for penalties pursuant to Labor Code §2699, *et seq.* as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

III.

PARTIES

A. PLAINTIFF

17. Plaintiff ALDO BECERRA RAMOS is a resident of California.

18. Plaintiff and all Proposed Class Members, were regularly required to:

- a. Work without being paid for all hours worked at the appropriate rate of pay;
- b. Work without being provided meal periods;
- c. Work without being provided rest periods;
- d. Work without being reimbursed for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties; and,
- e. Work without being provided itemized wage statements in writing that accurately show total hours worked all hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

19. Defendant willfully failed to compensate Plaintiff and all Proposed Class Members for wages at the termination of their employment with Defendant.

20. As a result of this conduct, Defendant has engaged in unfair competition and

1 unlawful business practices.

2 21. Plaintiff and all aggrieved employees as defined in his notice letter to the LWDA
3 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code
4 §2699(c).)

5 **B. DEFENDANTS**

6 22. Defendant SALINAS FARM LABOR CONTRACTOR, INC. is believed to be a
7 California corporation operating within the State of California. Defendant’s corporate address is
8 believed to be 13101 SYCAMORE AVE, PATTERSON, CA 95363. Upon information and belief,
9 Defendant employed Plaintiff and similarly situated persons as hourly employees within
10 California. Defendant has done and does business throughout the State of California.

11 23. The true names and capacities, whether individual, corporate, associate, or
12 otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to
13 Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
14 § 474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants
15 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
16 to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and
17 capacities of the Defendants designated hereinafter as DOES when such identities become known.

18 24. Plaintiff is informed and believes, and based thereon alleges, that each Defendant
19 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
20 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
21 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
22 employer and/or joint employer of Plaintiff and the Proposed Class Members.

23 25. Furthermore, Defendants acted in all respects as the employers or joint employers
24 of the Proposed Class. Defendants, and each of them, exercised control over the wages, hours or
25 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
26 engaged, thereby creating a common law employment relationship, with the Proposed Class.
27 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

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1 **IV.**

2 **FACTUAL BACKGROUND**

3 26. Plaintiff and the Proposed Class are, and at all times pertinent hereto, have been
4 classified as non-exempt employees by Defendant. Defendant hires employees who work as
5 hourly employees who are paid on an hourly basis.

6 27. Upon information and belief, Plaintiff and the Proposed Class are covered by
7 California Industrial Welfare Commission Occupational Wage Order No. 14-2001 (Title 8 Cal.
8 Code of Regs. § 11140).

9 28. On a regular and consistent basis, Plaintiff and the Proposed Class Members were
10 not paid at the proper rate of compensation for all hours worked. Plaintiff and Proposed Class
11 Members were not properly compensated for all hours worked at the appropriate rate of pay
12 because Defendant engaged in a pattern and practice of “time shaving”. Defendant required
13 Plaintiff and Proposed Class members to perform compensable activities “off the clock” before
14 and after working shifts. Because this was time actually worked, as a result of these policies and
15 practices Defendant has failed to compensate them for this all hours worked at the appropriate rate
16 of pay.

17 29. Defendant failed to inform Plaintiff and the members of the Proposed Class of their
18 right to take compliant meal periods by way of a lawful policy. In addition, on a regular and
19 consistent basis, Plaintiff and all Proposed Class Members have been forced by Defendant to work
20 over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break
21 and not being compensated one (1) hour of pay at the regular rate of compensation for each
22 workday that a meal period was not provided or provided after five (5) hours, all in violation of
23 California labor laws, regulations, and Industrial Welfare Commission Wage Orders.

24 30. Defendant failed to inform Plaintiff and the members of the Proposed Class of their
25 right to take compliant rest periods by way of a lawful policy. In addition, on a regular and
26 consistent basis, Plaintiff and the Proposed Class have been required to work four-hour increments
27 (or major fractions thereof) without being provided with a ten (10) minute rest period.

28 31. On a regular and consistent basis, Defendant has failed to reimburse Plaintiff and

1 the Proposed Class for their mileage on their personal vehicles that was incurred as a necessary
2 part of the performance of their job duties.

3 32. Defendant has failed to comply with Labor Code § 226(a) by failing to provide
4 accurate itemized wage statements that accurately show total hours worked and all applicable rates
5 of pay and the corresponding number of hours worked at that rate for Plaintiff and the Proposed
6 Class.

7 33. Defendant willfully failed to pay wages and compensation, when Plaintiff and all
8 Proposed Class Members quit or were discharged. This failure was willful, without legal
9 justification, and interfered with Plaintiff's and Class Members' rights.

10 34. As a result of the acts alleged herein, Defendant violated Labor Code §2699, *et seq.*

11 **V.**

12 **CLASS ACTION ALLEGATIONS**

13 35. Plaintiff brings this action on behalf of himself and all others similarly situated as
14 a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a
15 proposed class composed of and defined as follows:

16 All persons who are employed or have been employed as an hourly
17 employee by SALINAS FARM LABOR CONTRACTOR, INC., in
18 the State of California since four (4) years prior to the filing of this
19 action to the present plus any additional time during which the
20 statutes of limitation for the causes of action herein were tolled
pursuant to Emergency Rule 9 of the California Rules of Court, the
'Emergency Rules Related to COVID-19'. ("Proposed Class")

21 36. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to
22 amend or modify the class description with greater specificity, by division into subclasses, or by
23 limitation to particular issues.

24 37. This action has been brought and may properly be maintained as a class action
25 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
26 community of interest in the litigation and the Proposed Classes are easily ascertainable.

27 **A. NUMEROSITY**

28 38. The potential members of the Proposed Class as defined are so numerous that

joinder of all the members of the Proposed Class is impracticable. While the precise number of proposed Class Members has not been determined at this time, Plaintiff is informed and believes that Defendant currently employ, and during the relevant time periods employed over 50 members of the Proposed Class.

39. Plaintiff alleges that Defendant's employment records would provide information as to the number and location of all Proposed Class Members. Joinder of all members of the Proposed Class is not practicable.

B. COMMONALITY

40. There are questions of law and fact common to the Proposed Class that predominate over any questions affecting only individual Proposed Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendant failed to pay wages and/or overtime as required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 14-2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class of their right to take meal periods and by failing to provide required meal periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of rest periods;

c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 14-2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class of their right to take rest periods and failing to provide required rest periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of rest periods;

d. Whether Defendants violated Labor Code § 2802 and/or Wage Order 14-2001 or other applicable IWC Wage Orders by failing to reimburse all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties;

e. Whether Defendants violated Labor Code § 226(a) by failing to provide accurate itemized wage statements that accurately report the total hours worked and the applicable

1 rates for all hours worked and the corresponding number of hours worked at each hourly rate by
2 the employee;

3 f. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
4 compensation due and owing at the time that any Proposed Class Member's employment with
5 Defendant terminated;

6 g. Whether Defendant violated § 17200, *et seq.* of the Business & Professions
7 Code by engaging in the acts previously alleged; and

8 h. Whether Plaintiff and the members of the Proposed Class are entitled to
9 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

10 i. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the
11 acts alleged herein.

12 **C. TYPICALITY**

13 41. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and
14 all members of the Proposed Class sustained injuries and damages arising out of and caused by
15 Defendant's common course of conduct in violation of laws, regulations that have the force and
16 effect of law, and statutes as alleged herein.

17 **D. ADEQUACY OF REPRESENTATION**

18 42. Plaintiff will fairly and adequately represent and protect the interests of the
19 members of the Proposed Class.

20 43. Counsel who represent Plaintiff and the Proposed Class are competent and
21 experienced in litigating large employment class actions.

22 **E. SUPERIORITY OF CLASS ACTION**

23 44. A class action is superior to other available means for the fair and efficient
24 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
25 practicable, and questions of law and fact common to the Proposed Class predominate over any
26 questions affecting only individual members of the Proposed Class. Each member of the Proposed
27 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
28 practice of failing to pay all wages due, failing to provide meal and rest periods, failing to

1 reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all
2 wages upon resignation or termination.

3 45. Class action treatment will allow those similarly situated persons to litigate their
4 claims in the manner that is most efficient and economical for the parties and the judicial system.
5 Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this
6 action that would preclude its maintenance as a class action.

7 **VI.**

8 **FIRST CAUSE OF ACTION**

9 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

10 **FAILURE TO PAY WAGES AND/OR OVERTIME UNDER**

11 **LABOR CODE §§ 510, 1194, AND 1199**

12 46. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
13 by reference all previous paragraphs.

14 47. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
15 employees at the rate of no less than one and one-half times the regular rate of pay for any work
16 in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one
17 workweek. Plaintiff and the Proposed Class were forced to work on a regular and consistent basis
18 without receiving compensation for all hours worked at the appropriate rate.

19 48. Defendant failed to pay Plaintiff and the Proposed Class for all hours worked at the
20 appropriate rate of pay. Specifically, Plaintiff and the Proposed Class were required to arrive
21 fifteen (15) to twenty (20) minutes before each shift to collect water, fertilizer, and plants to prepare
22 for the day. Additionally, at the end of each shift Plaintiff and the Proposed Class were required
23 to stay fifteen (15) to twenty (20) minutes after to clean the machinery. Plaintiff and the Proposed
24 Class are not paid any wages for this time actually worked. As such, Defendant engaged in a patter
25 and practice of “time shaving” and Plaintiff and the Proposed Class were routinely required to
26 work “off the clock”.

27 49. By its policy and practice of requiring Plaintiff and the Proposed Class to work “off
28 the clock”, Defendant failed to pay all wages due at the regular rate of pay and for work in excess

1 of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them
2 at the rate of one-half (1 ½) their regular rate of pay.

3 50. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class
4 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and
5 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
6 costs.

7 **VII.**

8 **SECOND CAUSE OF ACTION**

9 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

10 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

11 **LABOR CODE § 226.7 AND LABOR CODE § 512**

12 51. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
13 by reference all previous paragraphs.

14 52. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
15 compensation for each meal period the employer fails to provide. Employees are entitled to a first
16 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
17 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
18 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
19 no more than ten (10) hours of work.

20 53. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
21 these rights.

22 54. Plaintiff and the Proposed Class consistently worked shifts over five (5) hours.
23 Defendant failed to provide Plaintiff and the Proposed Class with proper meal periods of not less
24 than thirty (30) minutes as required by the Labor Code during the relevant time period.

25 55. Pursuant to Labor Code § 226.7, Plaintiff and the Class are entitled to damages in
26 an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at
27 trial.

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1 **VIII.**

2 **THIRD CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

5 **LABOR CODE § 226.7**

6 56. Plaintiff, on behalf of himself and the proposed Class, realleges and incorporates
7 by reference all previous paragraphs.

8 57. Labor Code § 226.7 requires an employer to pay an additional hour (1) of
9 compensation for each rest period the employer fails to provide. Employees are entitled to a paid
10 ten (10) minute rest break for every four (4) hours worked or major fraction thereof.

11 58. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of
12 this right.

13 59. Defendant consistently required Plaintiff and the Class to work shifts without
14 providing rest breaks of not less than ten (10) minutes as required by the Labor Code during the
15 relevant time period.

16 60. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to
17 damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven
18 at trial.

19 **IX.**

20 **FOURTH CAUSE OF ACTION**

21 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

22 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

23 **LABOR CODE § 2802**

24 61. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
25 by reference all previous paragraphs.

26 62. Labor Code § 2802 requires employers to indemnify employees for all necessary
27 expenditures incurred by employees in the discharge of their duties.

28 63. Plaintiff and the Proposed Class used their own personal vehicles to transport

1 equipment from farm to farm. Defendant has failed to reimburse Plaintiff and the Proposed Class
2 for the cost of mileage necessary for the performance of their job duties.

3 64. As a result of the unlawful acts of Defendants, Plaintiff and the Proposed Class
4 have been deprived of reimbursement in the amounts to be determined at trial, and are entitled to
5 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

6 **X.**

7 **FIFTH CAUSE OF ACTION**

8 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

9 **VIOLATION OF LABOR CODE § 226(A)**

10 65. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
11 by reference all previous paragraphs.

12 66. Labor Code §226(a) requires employers to issue accurate itemized wage statements
13 in writing that show total hours worked by the employee and all applicable hourly rates in effect
14 during the pay period and the corresponding number of hours worked at each hourly rate by the
15 employee. (Labor Code §§ 226(a)(2) and (9) respectively.) Defendant issues Plaintiff and the
16 Proposed Class Members itemized wage statements that do not accurately show total hours worked
17 or all applicable hourly rates in effect during the pay period and the corresponding number of hours
18 worked at each hourly rate.

19 67. Defendants' failure to provide accurate itemized wages statements according to
20 Labor Code § 226(a) was all done on a regular and consistent basis.

21 68. An employee suffering injury as a result of a knowing and intentional failure by an
22 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
23 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
24 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
25 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
26 reasonable attorneys' fees.

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1 **XI.**

2 **SIXTH CAUSE OF ACTION**

3 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

4 **WAITING TIME PENALTIES UNDER LABOR CODE § 203**

5 69. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
6 by reference all previous paragraphs.

7 70. Numerous members of the Proposed Class including the Plaintiff are no longer
8 employed by Defendant. They were either fired or quit Defendant's employ.

9 71. Defendant's failure to pay wages, as alleged above was willful in that Defendant
10 knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to
11 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
12 penalty until paid for a period of up to thirty (30) days from the time they were due.

13 72. Defendant has failed to pay Plaintiff and others a sum certain at the time of
14 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
15 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and
16 the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class
17 Members' daily wage multiplied by thirty (30) days.

18 **XII.**

19 **SEVENTH CAUSE OF ACTION**

20 **PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

21 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

22 73. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates
23 by reference all previous paragraphs.

24 74. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself,
25 on behalf of the general public, and on behalf of the Proposed Class, bring this claim pursuant to
26 Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in this
27 Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general
28 public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public

1 interest within the meaning of Code of Civil Procedure § 1021.5.

2 75. Plaintiff is a “person” within the meaning of Business & Professions Code § 17204,
3 and therefore has standing to bring this cause of action for injunctive relief, restitution, and other
4 appropriate equitable relief.

5 76. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
6 practices.

7 77. California’s wage and hour laws express fundamental public policies. Providing
8 employees with proper wages and compensation are fundamental public policies of this State and
9 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
10 vigorously minimum labor standards, to ensure that employees are not required or permitted to
11 work under substandard and unlawful conditions, and to protect law-abiding employers and their
12 employees from competitors who lower their costs by failing to comply with minimum labor
13 standards.

14 78. Defendant has violated statutes and public policies as alleged herein. Through the
15 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
16 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
17 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiff,
18 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
19 guaranteed to all employees under law.

20 79. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in
21 violation of § 17200, *et seq.* of the Business & Professions Code.

22 80. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
23 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
24 § 17200, *et seq.* of the Business & Professions Code.

25 81. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and
26 others similarly situated have been damaged in a sum as may be proven.

27 82. Unless restrained, Defendant will continue to engage in the unlawful conduct as
28 alleged above. Pursuant to the Business & Professions Code, this court should make such orders

1 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
2 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
3 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
4 and disgorgement of profits which may be necessary to restore Plaintiff and members of the
5 proposed Class the money Defendant has unlawfully failed to pay.

6 **XIII.**

7 **EIGHTH CAUSE OF ACTION**

8 **PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ.**

9 83. Plaintiff, on behalf of himself and all aggrieved employees, realleges and
10 incorporates by reference all previous paragraphs.

11 84. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
12 seeks penalties under Labor Code §2699, et seq use of Defendant's violation of Labor Code §§
13 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, 2802; Wage Order 14-2001; and California
14 Code of Regulations, Title 8, Section 11140, which call for civil penalties.

15 85. For each such penalty, Plaintiff and the aggrieved employees are entitled to
16 penalties in an amount to be shown at trial, subject to the following formula:

17 a. \$100 for the initial violation per employee per pay period.

18 b. \$200 for each subsequent violation per employee per pay period.

19 86. These penalties shall be allocated seventy-five percent (75%) to the LWDA and
20 twenty-five percent (25%) to the affected employees.

21 87. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the
22 LWDA¹ and mailed a letter by certified mail to Defendant Salinas Farm Labor Contractor, Inc.'s
23 entity address, which is 13101 Sycamore Ave, Patterson, CA 95363, as proscribed by the Code on
24 September 29, 2021, describing Defendant's conduct in violation of Labor Code §§ 201, 202, 203,
25 226(a), 226.7, 510, 512, 1194, 1199, and 2802. (see Exhibit "1.") On October 4, 2021, Plaintiff
26 received a signed green return receipt from Defendant, indicating that it received Plaintiff's notice

27 ¹ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

1 letter. (see Exhibit “2.”) Plaintiff also obtained an e-filing confirmation from the LWDA
2 confirming receipt of the notice (see Exhibit “3”).

3 88. As no letter evidencing the LWDA’s intention to investigate was received by
4 Plaintiff’s Counsel within sixty-five (65) calendar days, Plaintiff is entitled to commence a civil
5 action as though the LWDA had not chosen to investigate pursuant to Labor Code
6 §2699.3(a)(2)(A). Plaintiff will also provide the LWDA with a filed-stamped copy of the First
7 Amended Class and Representative Action Complaint immediately.

8 **RELIEF REQUESTED**

9 **WHEREFORE**, Plaintiff prays for the following relief:

10 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid
11 to Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this
12 action to the present as may be proven;

13 2. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
14 Members’ hourly wage for each meal period missed or taken late from at least four (4) years prior
15 to the filing of this action to the present as may be proven;

16 3. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
17 Members’ hourly wage for each rest period missed or taken late from at least four (4) years prior
18 to the filing of this action to the present as may be proven;

19 4. For compensatory damages in the amount of Plaintiff’s and each Proposed Class
20 Members’ unreimbursed out of pocket expenses as a requirement of employment;

21 5. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a)
22 in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one
23 hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding
24 an aggregate penalty of four thousand dollars (\$4,000);

25 6. For penalties pursuant to Labor Code § 203 for all employees who were terminated
26 or resigned equal to their daily wage times thirty (30) days;

27 7. An award of prejudgment and post judgment interest;

28 8. An order enjoining Defendant and its agents, servants, and employees, and all

persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, 2802, and IWC 14-2001;

9. For restitution for unfair competition pursuant to Business & Professions Code § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

10. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, 2802, and Wage Order 14-2001;

11. An award providing for payment of costs of suit;

12. An award of attorneys' fees; and

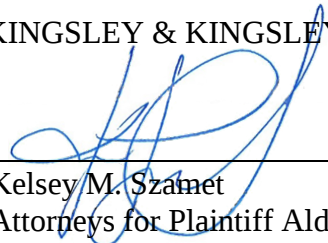
13. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial of his claims by jury to the extent authorized by law.

DATED: December 6, 2021

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet
Attorneys for Plaintiff Aldo Becerra Ramos and the
Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

September 29, 2021

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

SALINAS FARM LABOR CONTRACTOR, INC.
13101 Sycamore Ave
Patterson, CA 95363
Via Certified Mailing No.: 7019 1640 0000 8115 0652

SALINAS FARM LABOR CONTRACTOR, INC.
PO Box 1102
Patterson, CA 95363
Via Certified Mailing No.: 7019 1640 0000 8115 0669

SALINAS FARM LABOR CONTRACTOR, INC.
c/o Agent for Service of Process
Nicholas Maloof
900 Howe Ave Ste 250
Sacramento, CA 95825
Via Certified Mailing No.: 7019 2280 0001 8902 4274

Re: ALDO BECERRA RAMOS v. SALINAS FARM LABOR CONTRACTOR,
INC.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents ALDO BECERRA RAMOS (“Plaintiff”) and a proposed group of current and former employees working for SALINAS FARM LABOR CONTRACTOR, INC. (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiff and all of Defendant’s aggrieved employees.

Plaintiff wishes to bring a representative action on behalf of himself and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as an hourly employee by SALINAS FARM LABOR CONTRACTOR, INC., in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19’. (“aggrieved employees”).

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 29, 2021

Page 2 of 4

Any limitations period referenced in this letter is extended pursuant to Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the relevant time period or statute of limitations referenced in this letter is extended into the past by the number of days in which this tolling was in effect.

Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight (8) hours in one workday and any work in excess of forty (40) hours in any one workweek.

Plaintiff and other aggrieved employees were not properly compensated for all hours worked at the appropriate regular rate of pay and were not paid for all overtime hours worked at the proper overtime rate when they were working more than eight (8) hours in one day or forty (40) hours in one week.

Defendant failed to pay Plaintiff and all aggrieved employees for each and every hour worked. Plaintiff and the aggrieved employees were not properly compensated for all hours worked at the appropriate rate of pay because Defendant engaged in a pattern and practice of “time shaving”. In addition, Plaintiff and the aggrieved employees were routinely required to work “off the clock” before and after working shifts. Because this was time actually worked, as a result of these policies and practices Defendant has failed to compensate them for this all hours worked at the appropriate rate of pay. Specifically, Plaintiff and all aggrieved employees were routinely required to arrive fifteen (15) to twenty (20) minutes before each shift to collect water, fertilizer, and plants to prepare for the day. Plaintiff and all aggrieved employees are not compensated for this time. With regard to post-shift work, at the end of working shifts Plaintiff and all aggrieved employees were routinely required to stay fifteen (15) to twenty (20) minutes to clean the machinery. Plaintiff and all aggrieved employees are not compensated for this time. Defendant failed to accurately record all hours worked, including work performed off the clock, and failed to compensate Plaintiff and all aggrieved employees for all hours worked.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 29, 2021

Page 3 of 4

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods by way of a lawful policy. In addition, on a regular and consistent basis, Plaintiff and the aggrieved employees have been forced by Defendant to work over five (5) hours in one day without being provided a thirty (30) minute uninterrupted meal break and not being compensated one (1) hour of pay at the regular rate of compensation for each workday that a meal period was not provided or provided after five (5) hours, all in violation of California labor laws, regulations, and Industrial Welfare Commission Wage Orders.

Here, Defendant failed to apprise Plaintiff and the aggrieved employees of their rights associated with meal periods by way of a lawful policy. In addition, on a regular and consistent basis, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof in violation of Labor Code § 226.7 and Wage Order 14-2001. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties. Defendant has failed to reimburse Plaintiff and aggrieved employees the cost of using their personal vehicles for business related purposes. Defendant required Plaintiff and all aggrieved employees to transport equipment between farms to perform work tasks. Because Defendant did not provide transportation to workers to accomplish this, Plaintiff and the aggrieved employees were required to use their own vehicles to travel between farms. Defendant did not reimburse Plaintiff and the aggrieved employees for their use of their personal vehicles during the course of a work shift in violation of California law.

Labor Code §226(a) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. See subsections (a)(2) and (9). Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

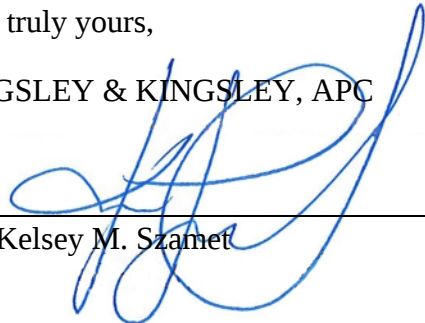
Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.”

Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Kelsey M. Szamet

KMS/jl

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. SHIMODA LAW CORP., 9401 E Stockton Blvd., Suite 120, Elk Grove, CA 95624 via U.S. Regular Mail.

EXHIBIT "2"

USPS TRACKING #

SACRAMENTO CA 957
4 OCT 2021 PM 7 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

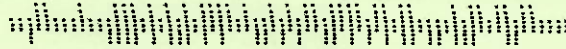
9590 9402 6114 0209 6136 69

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box •

KINGSLEY & KINGSLEY
A PROFESSIONAL CORPORATION
CITY NATIONAL BANK BUILDING
16133 VENTURA BOULEVARD, SUITE 1200
ENCINO, CALIFORNIA 91436

PAGA LETTER
SALINAS FARM LABOR CONTRACTOR, INC.



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:
Salinas Farm Labor Contractor, Inc.
PO Box 1102
Patterson, CA 95363



9590 9402 6114 0209 6136 69

2. Article Number (Transfer from service label)
7019 1640 0000 8115 0669

COMPLETE THIS SECTION ON DELIVERY

A. Signature

x C Arroya

☐ Agent☒ Addressee

B. Received by (Printed Name)

CB BAI C19

C. Date of Delivery

10/4/21

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

EXHIBIT "3"



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley & Kingsley

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleykingsley.

Your Street Name, Number and Suite/Apt *

16133 Ventura Boulevard

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Aldo Becerra Ramos

Plaintiff/Aggrieved Employee Occupation *

Truck driver

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Corporation

Employer Name *

Salinas Farm Labor Contractor, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

Employer City *

13101 Sycamore Ave

Patterson

Employer State *

California



Employer Zip/Postal Code *

95363

Employer Industry *

Agriculture



Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☐ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☒ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information

Billing First Name *

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.

Billing Phone

Billing Street Name, Number and Suite/Apt *

16133 Ventura Boulevard Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Master Card

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 PAGA Letter- S...ctor, Inc..pdf

Other Attachment - (if any) (must be a .pdf)

 No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGAInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; &

financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

[Previous Page](#)[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, September 29, 2021 11:14 AM
To: Service Email
Subject: Thank you for submission of your PAGA Case.

External Email!

9/29/2021

LWDA Case No. LWDA-CM-846469-21
Law Firm : Kingsley & Kingsley
Plaintiff Name : Aldo Becerra Ramos
Employer: Salinas Farm Labor Contractor, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=04%7C01%7CJulie%40kingsleykingsley.com%7C511c81a849c744fa9cf008d98374eff8%7C121a7875db4c0fb25c5baf6c6ac7a5%7C0%7C0%7C637685360529640128%7CUnknown%7CTWFpbGZsb3d8eyJWljojMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6Ik1haWwiLCJXVCi6Mn0%3D%7C1000&sdata=J4%2B0d130MzNVDWzTX94UXC5oIEIRGVqHI0GK3DOizZM%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, September 29, 2021 11:14 AM
To: Service Email
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-846469-21

Order Number: ORD-000136952

Total:\$75.00

Card Type: Master Card

Date: 9/29/2021

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Boulevard Suite 1200

Encino, California

91436