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

ESTELA PONCE PEREZ; ITZEL SOLANO
EMILIANO; as individuals, on behalf of
themselves and others similarly situated,

PLAINTIFFS,

v.

WEST COAST BERRY FARMS, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. BCV-25-100527

[Case Assigned for All Purposed to Hon.
Thomas S. Clark in Dept. 17]

**[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 Compliant Rest Breaks Pursuant to Labor Code § 226.7
3. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiffs ESTELA PONCE PEREZ; ITZEL SOLANO EMILIANO, as individuals, on
2 behalf of themselves and all others similarly situated, (“Plaintiffs”) complain of Defendant WEST
3 COAST BERRY FARMS, LLC; and does 1 thru 50, inclusive, (“Defendants”) and each of them,
4 as follows:

5 **I.**

6 **INTRODUCTION**

7 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
8 382 and Labor Code §2699, et seq., on behalf of Plaintiffs, all other similarly situated, and all
9 aggrieved employees.

10 2. Plaintiffs on behalf of themselves and a Proposed Class defined as:

11 All non-exempt employees who are employed or have been
12 employed by West Coast Berry Farms, LLC, in the State of
13 California who signed a handbook acknowledgment and/or no
14 arbitration agreement at all and worked one or more pay periods
since four (4) years prior to the filing of this action to the present.
15 (“Proposed Class”)

16 3. A true and correct copy of the handbook acknowledgment is attached hereto as
Exhibit “A”.

17 4. For at least four (4) years prior to the filing of this action continuing to the present,
18 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
19 Members at the appropriate rate of pay. Plaintiffs and the Proposed Class were not properly
20 compensated for all hours worked because Defendant failed to pay Plaintiffs and the Proposed
21 Class for each and every hour worked. Plaintiffs and the Proposed Class routinely worked “off
22 the clock” and performed compensable activities before working each shift and during each
23 scheduled shift for which no pay was provided. Plaintiffs and the Proposed Class are not paid any
24 wages for these pre-shift activities and time spent waiting during their scheduled shifts. Further,
25 Plaintiffs and the Proposed Class are not properly compensated for their time spent traveling from
26 field to field. This time spent was “clocked out” and as such, Plaintiffs and the Proposed Class are
27 not compensated for the time worked before and during their working shifts even though this time
28 is compensable.

1 5. For at least four (4) years prior to the filing of this action and continuing to the
2 present, Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated
3 with rest periods and failed to provide compliant rest periods. Defendant failed to provide
4 Plaintiffs and the Proposed Class with rest breaks of not less than ten (10) minutes per four (4)
5 hour work period, or major fraction thereof. Instead, Defendant required Plaintiffs and the
6 Proposed Class to forgo at least one of their rest breaks on a regular and consistent basis during
7 the relevant time period. Moreover, Plaintiffs and the Proposed Class were not compensated with
8 one (1) hour of wages at the regular rate of compensation for each missed rest period as described
9 above and as required by Labor Code § 226.7. On the rare occasion, if any, that Defendant paid
10 rest period premiums, Defendant has had a consistent policy of improperly paying rest period
11 premiums at the base rate and not blended rate in violation of California rest period laws.

12 6. For at least four (4) years prior to the filing of this action and continuing to the
13 present, Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of using their
14 personal vehicles and purchasing specialized tools and/or equipment necessary to perform their
15 job duties. The work performed by Plaintiffs and the Proposed Class necessitated the use of
16 vehicles and tools/equipment. These vehicles and tools/equipment were not provided by
17 Defendant. As a result, Plaintiffs and the Proposed Class purchased these tools and used their own
18 vehicles and Defendant never reimbursed them for the costs.

19 7. For at least one (1) year prior to the filing of this action continuing to the present,
20 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 14-
21 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements reporting
22 total hours worked by Plaintiffs and the Proposed Class and the appropriate rate of pay.

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

26 9. Plaintiffs, on behalf of themselves and all Proposed Class members bring this action
27 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1194.2, 1199, and 2802; Wage
28 Order 14-2001; and California Code of Regulations, Title 8, Section 11140, seeking unpaid

1 wages/overtime, compliant rest periods, unreimbursed expenses, accurate itemized wage
2 statements, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees
3 and costs.

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

7 11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
8 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
9 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
10 pursuant to PAGA. Plaintiff Estela Ponce Perez, on behalf of herself and all aggrieved employees
11 presently or formerly employed by Defendant during the liability period as defined in her PAGA
12 notice letter (*see* Exhibit "1"), brings this representative action pursuant to Labor Code § 2699, *et*
13 *seq.* seeking penalties for Defendant's violations of Labor Code §§ 201, 202, 203, 226(a), 226.7,
14 510, 1194, 1194.2, 1199, and 2802.

15 **II.**

16 **JURISDICTION AND VENUE**

17 12. This Court has subject matter jurisdiction over all causes of action asserted herein
18 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
19 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
20 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
21 State of California or is subject to adjudication in the courts of the State of California.

22 13. This Court has personal jurisdiction over Defendant because Defendant has caused
23 injuries in the County of Kern and the State of California through their acts, and by their violation
24 of the California Labor Code, California state common law, and California Business & Professions
25 Code § 17200, *et seq.*

26 14. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
27 Civil Procedure § 395. Defendant operates within California and does business within Kern
28 County. The unlawful acts alleged herein have a direct effect on Plaintiffs and all Proposed Class

Members within the State of California and the county of Kern.

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 Estela Ponce Perez 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. PLAINTIFFS

17. Plaintiffs ESTELA PONCE PEREZ and ITZEL SOLANO EMILIANO are residents of California.

18. Plaintiffs and all Proposed Class members, were regularly required to:

- a. Work without being paid for all hours at the appropriate overtime rate;
- b. Work without being provided compliant rest periods;
- c. Work without being reimbursed for their out of pocket expenses;
- d. Work without Defendant providing accurate itemized wage statements.

19. Defendant willfully failed to compensate Plaintiffs 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 unlawful business practices.

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

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1 **B. DEFENDANTS**

2 22. Defendant WEST COAST BERRY FARMS, LLC is believed to be a California
3 corporation operating within the State of California. Defendant's corporate address, according to
4 the Secretary of State website¹ is believed to be 4324 E Vineyard Ave Oxnard, CA 93036. Upon
5 information and belief, Defendant employed Plaintiffs and similarly situated persons as hourly
6 employees within California. Defendant has done and does business throughout the State of
7 California.

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

15 24. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
16 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
17 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
18 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
19 employer and/or joint employer of Plaintiffs and the Proposed Class members.

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

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¹ <https://bizfileonline.sos.ca.gov/search/business>

1 **IV.**

2 **FACTUAL BACKGROUND**

3 26. Plaintiffs 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. Plaintiffs and the Proposed Class are also
6 seasonal agricultural workers that were paid on a piece rate for work picking fruits and putting
7 fruit-related products together.

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

11 28. From at least four (4) years prior to the filing of this action continuing to the present,
12 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class
13 Members at the appropriate rate of pay, as follows:

14 a. Plaintiffs and the Proposed Class were not properly compensated for all
15 hours worked because Defendant failed to pay Plaintiffs and the Proposed Class for each and every
16 hour worked. Plaintiffs and the Proposed Class routinely worked “off the clock” and performed
17 compensable activities before working each shift for which no pay was provided. Plaintiffs and
18 the Proposed Class are not paid any wages for these pre-shift activities. Plaintiffs and the Proposed
19 Class were not properly compensated for all hours worked at the beginning of their shift due to the
20 fact that Defendant required Plaintiffs and the Proposed Class to report to the job site at least 5-10
21 minutes before the start of each scheduled shift. Plaintiffs and the Proposed Class often spent this
22 time preparing for their scheduled shifts by washing buckets and adjusting their personal vehicles
23 to carry products for work purposes. Plaintiffs and the Proposed Class were not provided
24 compensation for this time despite Defendant’s foremen requiring its employees to report to the
25 job site and perform tasks before the employees’ start time. This time spent was “clocked out” and
26 as such, Plaintiffs and the Proposed Class are not compensated for this time worked even though
27 this time is compensable. Further, whenever the conditions of Defendant’s job sites are too wet,
28 Plaintiffs and the Proposed Class are required to wait to perform their job duties. Despite

1 Defendant having required Plaintiffs and the Proposed Class to “sign in” to work, Plaintiffs and
2 the Proposed Class were not paid despite Plaintiffs and the Proposed Class being on the clock.

3 b. Additionally, Defendant had a consistent policy of failing to compensate
4 Plaintiffs and the Proposed Class for their time spent traveling from field to field. Plaintiffs and
5 the Proposed Class were not properly compensated for their travel time between fields, despite
6 performing compensable activities. This time was spent “clocked out” and as such, Plaintiffs and
7 the Proposed Class are not compensated for this time worked even though this time is
8 compensable.

9 29. On a regular and consistent basis, Plaintiffs and the Proposed Class were not
10 provided with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major
11 fraction thereof. Instead, Defendant required Plaintiffs and the Proposed Class to forgo at least
12 one of their rest breaks on a regular and consistent basis during the relevant time period.
13 Specifically, Plaintiffs and the Proposed Class have been required to work four-hour increments
14 (or major fractions thereof) without being provided with compliant second ten (10) minute rest
15 periods. Plaintiffs and the Proposed Class were not compensated with one (1) hour of wages at the
16 regular rate of compensation for each missed rest period as described above and as required by
17 Labor Code § 226.7. On the rare occasion, if any, that Defendant paid rest period premiums,
18 Defendant has had a consistent policy of improperly paying rest period premiums at the base rate
19 and not blended rate in violation of California law. Additionally, Defendant failed to maintain a
20 policy of informing Plaintiffs and the Proposed Class of these rights.

21 30. On a regular and consistent basis, Plaintiffs and the Proposed Class have not been
22 properly reimbursed expenses associated with the cost of using their personal vehicles and
23 purchasing tools/equipment necessary for the completion of their job duties.

24 31. For at least one (1) year prior to the filing of this action continuing to the present,
25 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 14-
26 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements.

27 32. Defendant willfully failed to pay wages and compensation, when Plaintiffs and all
28 Proposed Class members quit or were discharged. This failure was willful, without legal

1 justification, and interfered with Plaintiffs' and the Proposed Class members' rights.

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

3 **V.**

4 **CLASS ACTION ALLEGATIONS**

5 34. Plaintiffs bring this action on behalf of themselves and all others similarly situated
6 as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seeks to represent a
7 proposed class composed of and defined as follows:

8 All non-exempt employees who are employed or have been
9 employed by West Coast Berry Farms, LLC, in the State of
10 California who signed a handbook acknowledgment and/or no
11 arbitration agreement at all and worked one or more pay periods
since four (4) years prior to the filing of this action to the present.
("Proposed Class")

12 35. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court to
13 amend or modify the class description with greater specificity, by division into subclasses, or by
14 limitation to particular issues.

15 36. This action has been brought and may properly be maintained as a class action
16 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
17 community of interest in the litigation and the Proposed Class are easily ascertainable.

18 **A. NUMEROSITY**

19 37. The potential members of the Proposed Class as defined are so numerous that
20 joinder of all the members of the Proposed Class is impracticable. While the precise number of
21 Proposed Class members has not been determined at this time, Plaintiffs are informed and believe
22 that Defendant currently employ, and during the relevant time periods employed over 50 members
23 of the Proposed Class.

24 38. Plaintiffs allege that Defendant's employment records would provide information
25 as to the number and location of all Proposed Class members. Joinder of all members of the
26 Proposed Class is not practicable.

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1 **B. COMMONALITY**

2 39. There are questions of law and fact common to the Proposed Class that predominate
3 over any questions affecting only individual Proposed Class members. These common questions
4 of law and fact include, without limitation:

5 a. Whether Defendant failed to pay wages and/or overtime compensation as
6 required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, 1194.2, and 1199;

7 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 14-
8 2001 or other applicable IWC Wage Orders by failing to provide required rest periods throughout
9 the term of employment and/or failing to compensate Proposed Class members one (1) hour of
10 wages at their regular rate of compensation in lieu of rest periods;

11 c. Whether Defendants violated Labor Code § 2802 and/or Wage Order 14-
12 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the
13 cost of tools;

14 d. Whether Defendants violated Labor Code § 226(a) and Wage Order 14-
15 2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11140 by failing
16 to provide an accurate itemized wage statements that accurately report the total hours worked and
17 the applicable rates, for Plaintiffs and the members of the Proposed Class;

18 e. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay
19 compensation due and owing at the time that any Proposed Class member's employment with
20 Defendant terminated;

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

23 g. Whether Plaintiffs and the members of the Proposed Class are entitled to
24 equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

25 h. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the
26 acts alleged herein.

27 **C. TYPICALITY**

28 40. The claims of Plaintiffs are typical of the claims of the Proposed Class. Plaintiffs

1 and all members of the Proposed Class sustained injuries and damages arising out of and caused
2 by Defendant's common course of conduct in violation of laws, regulations that have the force and
3 effect of law, and statutes as alleged herein.

4 **D. ADEQUACY OF REPRESENTATION**

5 41. Plaintiffs will fairly and adequately represent and protect the interests of the
6 members of the proposed Class.

7 42. Counsel who represents Plaintiffs and the Proposed Class are competent and
8 experienced in litigating large employment class actions.

9 **E. SUPERIORITY OF CLASS ACTION**

10 43. A class action is superior to other available means for the fair and efficient
11 adjudication of this controversy. Individual joinder of all Proposed Class members is not
12 practicable, and questions of law and fact common to the Proposed Class predominate over any
13 questions affecting only individual members of the Proposed Class. Each member of the Proposed
14 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
15 practice of failing to pay all wages due, failing to provide compliant rest periods, failing to
16 reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all
17 wages upon resignation or termination.

18 44. Class action treatment will allow those similarly situated persons to litigate their
19 claims in the manner that is most efficient and economical for the parties and the judicial system.
20 Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of
21 this action that would preclude its maintenance as a class action.

22 **VI.**

23 **FIRST CAUSE OF ACTION**

24 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

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

26 **LABOR CODE §§ 510, 1194, 1194.2, AND 1199**

27 45. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and
28 incorporates by reference all previous paragraphs.

1 46. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
2 employees at the rate of no less than one and one-half times the regular rate of pay for any work
3 in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

4 47. Here, Defendant has had a consistent policy of failing to pay wages and/or overtime
5 to Plaintiff and the Proposed Class. Plaintiff and the Proposed Class were not properly
6 compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week.

7 48. Plaintiffs and the Proposed Class were not properly compensated for all hours
8 worked because Defendant failed to pay Plaintiffs and the Proposed Class for each and every hour
9 worked. Plaintiffs and the Proposed Class routinely worked “off the clock” and performed
10 compensable activities before working each shift for which no pay was provided. Plaintiffs and
11 the Proposed Class are not paid any wages for these pre-shift activities. Plaintiffs and the Proposed
12 Class were not properly compensated for all hours worked at the beginning of their shift due to the
13 fact that Defendant required Plaintiffs and the Proposed Class to report to the job site at least 5-10
14 minutes before the start of each scheduled shift. Plaintiffs and the Proposed Class often spent this
15 time preparing for their scheduled shifts by washing buckets and adjusting their personal vehicles
16 to carry products for work purposes. Plaintiffs and the Proposed Class were not provided
17 compensation for this time despite Defendant’s foremen requiring its employees to report to the
18 job site and perform tasks before the employees’ start time. This time spent was “clocked out” and
19 as such, Plaintiffs and the Proposed Class are not compensated for this time worked even though
20 this time is compensable.

21 49. Whenever the conditions of Defendant’s job sites are too wet, Plaintiffs and the
22 Proposed Class are required to wait to perform their job duties. Despite Defendant having required
23 Plaintiffs and the Proposed Class to “sign in” to work, Plaintiffs and the Proposed Class were not
24 paid despite Plaintiffs and the Proposed Class being on the clock.

25 50. Defendant also had a consistent policy of failing to compensate Plaintiffs and the
26 Proposed Class for their time spent traveling from field to field. Plaintiffs and the Proposed Class
27 were not properly compensated for their travel time between fields, despite performing
28 compensable activities. This time was spent “clocked out” and as such, Plaintiffs and the Proposed

1 Class are not compensated for this time worked even though this time is compensable

2 51. By their policy of requiring Plaintiffs and members of the Proposed Class to work
3 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without
4 compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully
5 violated the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199.

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

10 **VII.**

11 **SECOND CAUSE OF ACTION**

12 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

13 **FAILURE TO PROVIDE REST PERIODS PURSUANT TO**

14 **LABOR CODE § 226.7**

15 53. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and
16 incorporates by reference all previous paragraphs.

17 54. Labor Code § 226.7 and IWC Wage Order 14 require an employer to provide rest
18 periods or to pay an additional one (1) hour of wages for each rest period the employer fails to
19 provide. Employees are entitled to a ten (10) minute rest break for every four (4) hours worked or
20 major fraction thereof.

21 55. Defendant failed to maintain a policy informing Plaintiffs and the Proposed Class
22 of this right.

23 56. Plaintiffs and the Proposed Class consistently worked shifts over three and one-half
24 hours.

25 57. On a regular and consistent basis, Defendant failed to provide Plaintiffs and the
26 Proposed Class with rest breaks of not less than ten (10) minutes per four (4) hour work period or
27 major fraction thereof during the relevant time period. Instead, Defendant required Plaintiffs and
28 the Proposed Class to forgo at least one of their rest breaks on a regular and consistent basis during

1 the relevant time period. Specifically, Plaintiffs and the Proposed Class have been required to
2 work four-hour increments (or major fractions thereof) without being provided with compliant
3 second ten (10) minute rest periods.

4 58. Plaintiffs and the Proposed Class were not compensated with one (1) hour of wages
5 at the regular rate of compensation for each missed rest period as described above and as required
6 by Labor Code § 226.7. On the rare occasion if any that Defendant paid rest period premiums,
7 Defendant has had a consistent policy of improperly paying rest period premiums at the base rate
8 and not blended rate.

9 59. Defendant's policies and practices as alleged herein violate Labor Code § 226.7
10 and are inconsistent with the California Supreme Court's recent decision in *Ferra v. Loews*
11 *Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021) ("we hold that the term 'regular rate of
12 compensation' in section 226.7(c) has the same meaning of regular rate of pay' in section 510(a)
13 and encompass not only hourly wages, but all nondiscretionary payments for work performed by
14 the employee.").

15 60. Pursuant to Labor Code § 226.7, Plaintiffs and the Proposed Class are entitled to
16 damages in an amount equal to one (1) hour of wages at the regular rate of compensation per
17 missed rest break, per day in a sum to be proven at trial.

18 VIII.

19 THIRD CAUSE OF ACTION

20 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

21 FAILURE TO REIMBURSE EXPENSES PURSUANT TO

22 LABOR CODE § 2802

23 61. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and
24 incorporates by reference all previous paragraphs.

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

27 63. Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of
28 using their personal vehicles and tools/equipment for business related purposes but were necessary

1 for the performance of Plaintiffs and the Proposed Class's job duties.

2 64. Defendant required that Plaintiffs and the Proposed Class use their own vehicles to
3 for work-related purposes. Specifically, Plaintiffs and the Proposed Class were required to use
4 their personal vehicle to carry Defendant's products, and this was necessary to perform their job
5 duties. Defendant did not provide a car, truck, and/or other alternative means of transportation for
6 Plaintiffs and other members of the Proposed Class to use to complete their job duties.

7 65. Defendant also required Plaintiffs and the Proposed Class to purchase their own
8 tools and/or equipment such as knee protectors, gloves, and jar rings, and this was necessary to
9 perform their job duties. Defendant occasionally provided these necessary gloves to its employees
10 and, instead of providing proper knee protectors to its employees, consistently provided plastic
11 bags for employees to use on wet surfaces while working. Further, these jar rings that were used
12 to piece together the fruit jars were not provided by Defendant. Plaintiffs and the Proposed CLazss
13 were required to purchase these necessary jar rings.

14 66. On a regular and consistent basis, Defendant failed to reimburse Plaintiffs and the
15 Proposed Class for the costs associated with using their personal vehicles and purchasing
16 tools/equipment all in violation of Labor Code § 2802.

17 67. As a result of the unlawful acts of Defendants, Plaintiffs and the Proposed Class
18 have been deprived of reimbursement in the amounts to be determined at trial, and are entitled to
19 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

20 **IX.**

21 **FOURTH CAUSE OF ACTION**

22 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

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

24 68. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and
25 incorporates by reference all previous paragraphs.

26 69. California Labor Code § 226(a) requires employers to issue wage statements that
27 accurately report total hours worked, accurately report appropriate rates of pay and the
28 corresponding number of hours worked at each hourly rate. (Labor Code §§ 226(a)(2), and (9).)

1 the Proposed Class are entitled to a penalty in the amount of Plaintiffs’ and the Proposed Class
2 members’ daily wage multiplied by thirty (30) days.

3 **XI.**

4 **SIXTH CAUSE OF ACTION**

5 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS**

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

7 78. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and
8 incorporates by reference all previous paragraphs.

9 79. This is a Class Action for Unfair Business Practices. Plaintiffs, on behalf of
10 themselves, on behalf of the general public, and on behalf of the Proposed Class, bring this claim
11 pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in
12 this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general
13 public, and the Proposed Class. Plaintiffs seeks to enforce important rights affecting the public
14 interest within the meaning of Code of Civil Procedure § 1021.5.

15 80. Plaintiffs are each considered a “person” within the meaning of Business &
16 Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive
17 relief, restitution, and other appropriate equitable relief.

18 81. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
19 practices.

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

27 83. Defendant has violated statutes and public policies as alleged herein. Through the
28 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have

1 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
2 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiffs,
3 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
4 guaranteed to all employees under law.

5 84. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in
6 violation of § 17200, *et seq.* of the Business & Professions Code.

7 85. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
8 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
9 § 17200, *et seq.* of the Business & Professions Code.

10 86. As a proximate result of the above-mentioned acts of Defendant, Plaintiffs and
11 others similarly situated have been damaged in a sum as may be proven.

12 87. Unless restrained, Defendant will continue to engage in the unlawful conduct as
13 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
14 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
15 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices
16 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
17 and disgorgement of profits which may be necessary to restore Plaintiffs and members of the
18 proposed Class the money Defendant has unlawfully failed to pay.

19 **XII.**

20 **SEVENTH CAUSE OF ACTION**

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

22 88. Plaintiff Estela Ponce Perez, on behalf of herself and the Proposed Class, reallege
23 and incorporate by reference all previous paragraphs.

24 89. As a result of the acts alleged above and specifically incorporated herein, Plaintiff
25 Estela Ponce Perez seek penalties under Labor Code § 2699, *et seq.* use of Defendant's violation
26 of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1194.2, 1199, and 2802; Wage Order
27 14-2001; and California Code of Regulations, Title 8, Section 11140, which call for civil penalties.

28 90. Plaintiff Estela Ponce Perez brings this representative action on behalf of herself

1 and the State of California as well as a group of aggrieved employees defined as: “All non-exempt
2 employees who are employed or have been employed by West Coast Berry Farms, LLC, in the
3 State of California who signed a handbook acknowledgment and/or no arbitration agreement at all
4 and worked one or more pay periods since one (1) year prior to the date of this letter and continuing
5 to the present. (“aggrieved employees”).

6 91. As a result of the acts alleged above, Plaintiff Estela Ponce Perez seeks penalties
7 under Labor Code § 2699, *et seq.* because of Defendant’s violation of Labor Code §§ 201, 202,
8 203, 226(a), 226.7, 510, 1194, 1194.2, 1199, and 2802; Wage Order 14-2001; and California Code
9 of Regulations, Title 8, Section 11140, which call for civil penalties.

10 92. For each such penalty, Plaintiff Estela Ponce Perez and the aggrieved employees are
11 entitled to penalties in an amount to be shown at trial, subject to the following formula:

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

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

14 93. These penalties shall be allocated seventy-five percent (75%) to the LWDA and
15 twenty-five percent (25%) to the affected employees.

16 94. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the
17 LWDA² and mailed a letter by certified mail to Defendant’s entity address at 4324 E Vineyard
18 Ave, Oxnard, CA 93036, as proscribed by the Code on February 6, 2025, describing Defendant’s
19 conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1194.2, 1199, and
20 2802, (*see* Exhibit “1”). Plaintiffs also obtained an e-filing confirmation from the LWDA
21 confirming receipt of the notice (*see* Exhibit “2”). Additionally, Plaintiffs received a signed green
22 return receipt from Defendant, indicating that it received Plaintiff’s letter. (*see* Exhibit “3”).

23 95. On February 13, 2025, Plaintiff Itzel Solano Emiliano uploaded a notice letter to
24 the LWDA and mailed a letter by certified mail to Defendant’s entity address at 4324 E Vineyard
25 Ave, Oxnard, CA 93036, as proscribed by the Code, formally withdrawing her participation in her
26

27 ² 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 PAGA claim against Defendant.

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

7 **RELIEF REQUESTED**

8 **WHEREFORE**, Plaintiffs pray for the following relief:

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

12 2. For compensatory damages in the amount of Plaintiffs' and each Proposed Class
13 members' hourly wage at the appropriate regular rate of compensation for each rest period that
14 Defendant failed to provide from at least four (4) years prior to the filing of this action to the
15 present as may be proven;

16 3. For compensatory damages in the amount of Plaintiff's and each Proposed Class
17 Members' unreimbursed out of pocket expenses as a requirement of employment;

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

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

24 6. An award of prejudgment and post judgment interest;

25 7. An order enjoining Defendant and its agents, servants, and employees, and all
26 persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or
27 overtime, rest periods, unreimbursed business expenses, accurate itemized wage statements, and
28 wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510,

1194, 1194.2, 1199, 2802, and IWC 14-2001;

8. For restitution for unfair competition pursuant to Business & Professions Code § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven; An award providing for payment of costs of suit;

9. For injunctive relief pursuant to Labor Code §226(a) requiring Defendant to remedy the inaccurate itemized wage statements issued to Plaintiffs and the Proposed Class;

10. For injunctive relief pursuant to Business & Professions Code §17200, *et seq.* to remedy the unfair, unlawful and fraudulent activity alleged above;

11. An award of attorneys' fees; and

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

WHEREFORE, Plaintiff Estela Ponce Perez also seeks judgment against Defendant and Does 1 thru 50, inclusive, and each of them, as follows for Plaintiff Estela Ponce Perez and all aggrieved employees:

13. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1194.2, 1199, and 2802; IWC 14-2001; and

14. Plaintiff Estela Ponce Perez prays for an award providing for payment of costs of suit;

15. Plaintiff Estela Ponce Perez Prays for an award of attorneys' fees; and

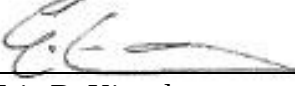
16. Such other and further relief as this Court may deem proper and just

DEMAND FOR JURY TRIAL

Plaintiffs hereby demand a trial of their claims by jury to the extent authorized by law.

DATED: April 29, 2025

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

By: 

Eric B. Kingsley
Kelsey M. Szamet
Jessi Bulaon
Attorneys for Plaintiffs and the proposed class

EXHIBIT "1"



16133 Ventura Boulevard, Suite 1200, 
Encino, California 91436
service@kingsleylawyers.com 
www.kingsleylawyers.com 
(818) 990-8300 

February 6, 2025

LABOR & WORKFORCE DEVELOPMENT AGENCY
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
Via Electronic Submission: <https://dir.tfaforms.net/308>

West Coast Berry Farms, LLC
4324 E Vineyard Ave
Oxnard, CA 93036
Via Certified Mailing #9589 0710 5270 1148 9677 95

Re: Estela Ponce Perez; Itzel Solano Emiliano v. West Coast Berry Farms, LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Estela Ponce Perez; Itzel Solano Emiliano (“Plaintiffs”) and a proposed group of current and former employees working for West Coast Berry Farms, LLC (“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 Plaintiffs and all of Defendant’s aggrieved employees.

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by West Coast Berry Farms, LLC, in the State of California who signed a handbook acknowledgment and/or no arbitration agreement at all and worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

A true and correct copy of the handbook acknowledgment is attached hereto as Exhibit “A”.

Defendant has violated Labor Code §§ 510, 1194, 1194.2 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

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February 6, 2025

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hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and all aggrieved employees. Plaintiffs and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week.

Plaintiffs and other aggrieved employees were not properly compensated for all hours worked because Defendant failed to pay Plaintiffs and the aggrieved employees for each and every hour worked. Plaintiffs and the aggrieved employees routinely worked “off the clock” and performed compensable activities before working each shift for which no pay was provided. Plaintiffs and the aggrieved employees are not paid any wages for these pre-shift activities. Plaintiffs and all aggrieved employees were not properly compensated for all hours worked at the beginning of their shift due to the fact that Defendant required Plaintiffs and all aggrieved employees to report to the job site at least 5-10 minutes before the start of each scheduled shift. Plaintiffs and the aggrieved employees often spent this time preparing for their scheduled shifts by washing buckets and adjusting their personal vehicles to carry products for work purposes. Plaintiffs and the aggrieved employees were not provided compensation for this time despite Defendant’s foremen requiring its employees to report to the job site and perform tasks before the employees’ start time. This time spent was “clocked out” and as such, Plaintiffs and the aggrieved employees are not compensated for this time worked even though this time is compensable.

Further, whenever the conditions of Defendant’s job sites are too wet, Plaintiffs and other aggrieved employees are required to wait to perform their job duties. Despite Defendant having required Plaintiffs and the aggrieved employees to “sign in” to work, Plaintiffs and the aggrieved employees were not paid despite Plaintiffs and the aggrieved employees being on the clock.

Lastly, Defendant had a consistent policy of failing to compensate Plaintiffs and all aggrieved employees for their time spent traveling from field to field. Plaintiffs and the aggrieved employees were not properly compensated for their travel time between fields, despite performing compensable activities. This time was spent “clocked out” and as such, Plaintiffs and the aggrieved employees are not compensated for this time worked even though this time is compensable.

In pertinent part, IWC Wage Orders 14, paragraph 7(A) provides that every employer shall keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period and total hours worked in the payroll period. When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. Here, in each pay period during the relevant period, Defendant has violated IWC Wage Order 14 by failing to record accurate information with respect to, among other things, when Plaintiffs and the aggrieved employees have begun and ended each work shift and the total hours worked.

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California Labor Code §2699 Penalties

February 6, 2025

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Defendant failed to apprise Plaintiffs and the aggrieved employees of their rights associated with rest periods and failed to provide compliant rest periods. Pursuant to Labor Code § 226.7 and Wage Order 14-2001, Defendant failed to provide Plaintiffs and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Instead, Defendant required Plaintiffs and all aggrieved employees to forgo at least one of their rest breaks on a regular and consistent basis during the relevant time period. Specifically, Plaintiffs and the aggrieved employees have been required to work four-hour increments (or major fractions thereof) without being provided with compliant second ten (10) minute rest periods.

Moreover, Plaintiffs and the aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period as described above and as required by Labor Code § 226.7. On the rare occasion if any that Defendant paid rest period premiums, Defendant has had a consistent policy of improperly paying rest period premiums at the base rate and not blended rate. Defendant's policies and practices as alleged herein violate Labor Code § 226.7 and are inconsistent with the California Supreme Court's recent decision in *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021) ("we hold that the term 'regular rate of compensation' in section 226.7(c) has the same meaning of regular rate of pay' in section 510(a) and encompass not only hourly wages, but all nondiscretionary payments for work performed by the employee."). As such, Plaintiffs are aggrieved employees within the meaning of PAGA and Defendant has violated Labor Code § 226.7 as well as IWC Wage Order No. 14-2001 with respect to Plaintiffs and all aggrieved employees.

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, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiffs and aggrieved employees the cost of using their personal vehicles and tools/equipment for business related purposes.

First, Defendant required that Plaintiffs and the aggrieved employees use their own vehicles to for work-related purposes. Specifically, Plaintiffs and other aggrieved employees were required to use their personal vehicle to carry Defendant's products, and this was necessary to perform their job duties. Defendant did not provide a car, truck, and/or other alternative means of transportation for Plaintiffs and other aggrieved employees to use to complete their job duties.

Additionally, Defendant required Plaintiffs and the aggrieved employees to purchase their own tools and/or equipment such as knee protectors, gloves, and jar rings, and this was necessary to perform their job duties. Defendant occasionally provided these necessary gloves to its employees and, instead of providing proper knee protectors to its employees, consistently provided plastic bags for employees to use on wet surfaces while working. Further, these jar rings that were used to piece together the fruit jars were not provided by Defendant. Plaintiffs and aggrieved employees

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were required to purchase these necessary jar rings. As such, Defendant failed to reimburse Plaintiffs and the aggrieved employees for the costs associated with using their personal vehicles and purchasing tools/equipment.

As a result of the claims alleged above, Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which 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 all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code §226(a)(2) 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. Plaintiff and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiff is an aggrieved employee within the meaning PAGA and Defendants has violated Labor Code §226(a) with respect to Plaintiff and all aggrieved employees.

Also, Defendant issued to Plaintiff and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiff and the aggrieved employees did not include the hours worked at each hourly rate.

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.

Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken

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, 1194, 1194.2, 1199, 2802 and IWC Wage Order 14 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.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

February 6, 2025

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Very truly yours,

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

By: 
Eric B. Kingsley

EBK/km

- Cc:
1. Martinez Aguilascho Law, Inc., P.O. Box 1998, Bakersfield, CA 93303, eaguilascho@farmworkerlaw.com; mmartinez@farmworkerlaw.com; info@farmworkerlaw.com
 2. LightGabler, 760 Paseo Camarillo, Suite 300, Camarillo, CA 93010, mbrody@lightgablerlaw.com; kfellows@lightgablerlaw.com
 3. Ventura County Agricultural Association, 916 W. Ventura Blvd., Camarillo, CA 93010, rob-vcaa@pacbell.net; Mike-vcaa@pacbell.net

EXHIBIT "A"

WEST COAST BERRY FARMS, LLC

3070 SKYWAY DR. STE 501
SANTA MARIA, CA. 93455
(805) 346-8700 (805) 346-8715 FAX

MARCANDO LAS CAJAS ABAJO HOY FE DE QUE ENTIENDO Y COMPRENDO EN SU TOTALIDAD TODO LO ANTERIORMENTE MENCIONADO EN ASTA ORIENTACION:
RECONOCIMIENTO DE RECIBO DEL MANUAL PARA EL EMPLEADO, AVISO PARA LOS EMPLEADOS ACERCA DE LA POLITICA DE DESCANSOS Y DEL ALMUERZO, RECONOCIMIENTO DEL EMPLEO DEL TRABAJADOR, ORIENTACION DE SEGURIDAD DE NUEVOS EMPLEADOS, ENTRENAMIENTO DE INOCUIDAD ALIMENTICIA BUENAS PRACTICAS DE HIGIENE, UN FOLLETO PARA EL NUEVO EMPLEADO DE COMPENSACION DE TRABAJADORES, DE-35 AVISO A EMPLEADOS, DE-185 AVISO ACOSO SEXUAL, DFEH-188 LEY DE DERECHOS DE LA FAMILIA EN CALIFORNIA, DE-2515 CONDICIONES Y REQUISITOS DEL SEGURO DE INCAPACIDAD, DE-2511 PERMISO FAMILIAR PAGADO, WH-516 INFORMACION SOBRE EL OBRERO-TERMINOS Y CONDICIONES DE EMPLEO, NOTIFICACION DE IMPLEMENTACION DE RED PROVEEDORES MEDICOS (MPN), MATERIALES PARA LA NOTIFICACION DE LOS DERECHOS DEL EMPLEADO CUBIERTO, NOTIFICACION DE DIA DE DESCANSO, DERECHOS DE LAS VICTIMAS DE VIOLENCIA DOMESTICA AGRESION SEXUAL Y ACOSO
Y COMPRENDO LA RESPONSABILIDAD DE QUE COMO EMPLEADO TENGO QUE CUMPLIR TODAS LAS NORMAS Y REGLAS DE SEGURIDAD ALIMENTICIAS.

- ☐ RECONOCIMIENTO DE RECIBO DEL MANUAL PARA EL EMPLEADO
- ☐ AVISO PARA LOS EMPLEADOS ACERCA DE LA POLITICA DE DESCANSO Y DEL ALMUERZO
- ☐ RECONOCIMIENTO DEL EMPLEO DEL TRABAJADOR
- ☐ ORIENTACION DE SEGURIDAD DE NUEVOS EMPLEADOS
- ☐ ENTRENAMIENTO DE INOCUIDAD ALIMENTICIA BUENAS PRACTICAS DE HIGIENE
- ☐ UN FOLLETO PARA EL NUEVO EMPLEADO DE COMPENSACION DE TRABAJADORES
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NOMBRE DE EMPLEADO 

FIRMA DE EMPLEADO 

FECHA 3/19/2018

WCBF 021044

RECONOCIMIENTO DE RECIBO DEL MANUAL PARA EL EMPLEADO

Yo he recibido una copia del Manual del Empleado del 2020 de West Coast Berry Farms, LLC. Yo entiendo que este manual reemplaza y sustituye el Manual del Empleado del 2019. Yo he leído y entendido todas las políticas anteriores de la Compañía. Además, entiendo que este Manual no debe ser considerado como un contrato de empleo implícito o expreso entre la Compañía y cualquiera de sus empleados, con excepción del Acuerdo de Arbitraje, y estoy de acuerdo en que ninguna de estas políticas y procedimientos puede ser enmendada, modificada o alterada de ninguna manera por declaraciones orales o de cualquier otra manera, pero sólo puede ser alterado por la enmienda escrita firmada por Robert B. Jones de West Coast Berry Farms, LLC.

Yo entiendo y acepto que mi empleo con la Compañía no es por un período definido y puede ser terminado en cualquier momento, por cualquier razón, con o sin previo aviso, a opción de la Compañía o mi persona. Ningún gerente o supervisor, o empleado de la Compañía tiene autoridad alguna para llegar a un acuerdo para el empleo que no sea el de a-voluntad. Sólo Robert B. Jones tiene la autoridad para tomar tal acuerdo y sólo por escrito

Estela ponce perez
Nombre del Empleado

[Firma]
Firma del Empleado

3169
Número de Empleo

05-11-20
Fecha

Nombre del Empleado: Estela ponce perez

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Estela ponce perez
Nombre del Empleado

[Firma]
Firma del Empleado

3169
Número de Empleo

06/01/2021
Fecha

Nombre del Empleado: Estela ponce perez

WEST COAST BERRY FARMS, LLC

3070 SKYWAY DR. STE 501
SANTA MARIA, CA. 93455
(805) 346-8700 (805) 346-8715 FAX

MARCANDO LAS CAJAS ABAJO HOY FE DE QUE ENTIENDO Y COMPRENDO EN SU TOTALIDAD TODO LO ANTERIORMENTE MENCIONADO EN ESTA ORIENTACION:

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Y COMPRENDO LA RESPONSABILIDAD DE QUE COMO EMPLEADO TENGO QUE CUMPLIR TODAS LAS NORMAS Y REGLAS DE SEGURIDAD ALIMENTICIAS.

- ☐ **RECONOCIMIENTO DE RECIBO DEL MANUAL PARA EL EMPLEADO**
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- ☐ **MATERIALES PARA LA NOTIFICACION DE LOS DERECHOS DEL EMPLEADO CUBIERTO**
- ☐ **NOTIFICACION DE DIA DE DESCANSO**
- ☐ **DERECHOS DE LAS VICTIMAS DE VIOLENCIA DOMESTICA, AGRESION SEXUAL Y ACOSO**

NOMBRE DE EMPLEADO Itzel Solano

FIRMA DE EMPLEADO Jose

FECHA 03/11/18

WCBF 021047

RECONOCIMIENTO DE RECIBO DEL MANUAL PARA EL EMPLEADO

Yo he recibido una copia del Manual del Empleado del 2020 de West Coast Berry Farms, LLC. Yo entiendo que este manual reemplaza y sustituye el Manual del Empleado del 2019. Yo he leído y entendido todas las políticas anteriores de la Compañía. Además, entiendo que este Manual no debe ser considerado como un contrato de empleo implícito o expreso entre la Compañía y cualquiera de sus empleados, con excepción del Acuerdo de Arbitraje, y estoy de acuerdo en que ninguna de estas políticas y procedimientos puede ser enmendada, modificada o alterada de ninguna manera por declaraciones orales o de cualquier otra manera, pero sólo puede ser alterado por la enmienda escrita firmada por Robert B. Jones de West Coast Berry Farms, LLC.

Yo entiendo y acepto que mi empleo con la Compañía no es por un período definido y puede ser terminado en cualquier momento, por cualquier razón, con o sin previo aviso, a opción de la Compañía o mi persona. Ningún gerente o supervisor, o empleado de la Compañía tiene autoridad alguna para llegar a un acuerdo para el empleo que no sea el de a-voluntad. Sólo Robert B. Jones tiene la autoridad para tomar tal acuerdo y sólo por escrito

Hazel Solano
Nombre del Empleado


Firma del Empleado

3183
Número de Empleo

08-03-20
Fecha

Nombre del Empleado: Hazel Solano Emiliano

RECONOCIMIENTO DE RECIBO DEL MANUAL PARA EL EMPLEADO

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Itzel Solano
Nombre del Empleado

[Firma]
Firma del Empleado

3183
Número de Empleo

06-17-2021
Fecha

Nombre del Empleado: Itzel Solano

EXHIBIT "2"



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 *	Your Last Name *	Firm Name (if any) *	Your Email Address *
Eric	Kingsley	Kingsley Szamet Employm (Enter "in pro per" if you are representing yourself)	service@kingsleylawyc...
Your Street Name, Number and Suite/Apt *		Your Mobile Phone Number	
16133 Ventura Blvd., Ste.		81 8990 8300	
Your City *	Your Work Phone Number		
Encino			
Your State *			
California			
Your Zip/Postal Code *			
91436			

Plaintiff Information

Plaintiff/Aggrieved Employee Name *	Plaintiff/Aggrieved Employee Occupation *
Estela Ponce Perez	non-exempt employee

Plaintiff Information

Plaintiff/Aggrieved Employee Name *	Plaintiff/Aggrieved Employee Occupation *
Itzel Solano Emiliano	non-exempt employee

[Remove](#)[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type	Employer Name *
Please select...	West Coast Berry Farms, LLC Maximum 80 Character Limit
Employer Street Name, Number and Suite/Apt *	Employer City *
4324 E Vineyard Ave	Oxnard
Employer State *	Employer Zip/Postal Code *
California	93036
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

Provide Details of Other Violation *

Other(Maybe Multiple)

☐ Other Violation

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 *

Billing Last Name *

Billing Email *

Billing Phone

Billing Street Name, Number and Suite/Apt *

Billing City *	Billing State *	Billing Zip/Postal Code *
	California	
Credit Card Type *	Credit Card Number *	
Master Card		
CVV Number *	Credit Card Expiration Month *	Credit Card Expiration Year *
	mm	yyyy

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 LWDA Letter ... Farms LLC.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.

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: Thursday, February 6, 2025 2:10 PM
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-1078376-25

Order Number: ORD-000316943

Total:\$75.00

Card Type: [REDACTED]

Date: 2/6/2025

Billing Information

Name: Eric Kingsley

Email: service@kingsleylawyers.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

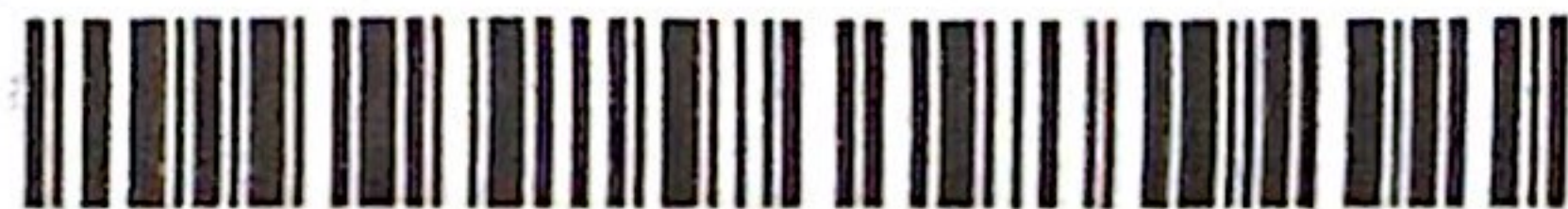
EXHIBIT "3"

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:

West Coast Berry Farms, LLC
4324 E Vineyard Ave
Oxnard, CA 93036



9590 9402 8465 3186 4060 45

2. Article Number (Transfer from service label)

9589 0710 5270 1148 9677 95

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Franklin S. [Signature]*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

02/10/25

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☒ No

3. Service Type

☐ Adult Signature

☐ Adult Signature Restricted Delivery

☒ Certified Mail®

☐ Certified Mail Restricted Delivery

☐ Collect on Delivery

☐ Collect on Delivery Restricted Delivery

☐ Priority Mail Express®

☐ Registered Mail™

☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

☐ Signature Confirmation Restricted Delivery

all

all Restricted Delivery

(over \$500)

USPS TRACKING #



31

CA 931

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

9590 9402 8465 3186 4060 45

United States
Postal Service

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

Kingsley Sarnet
16133 Ventura Blvd, Suite 1200

o, CA 91436

West Coast Geny #
PABA ctr. 2/6/25