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August 12, 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 9688 53

Re: Estela Ponce Perez; Carmen Lopez Santiago; Cristina Lopez Solano; Arturo Lopez Solano; Margarito Marcelino Hernandez v. West Coast Berry Farms, LLC
Amended LWDA Letter
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Estela Ponce Perez; Carmen Lopez Santiago; Cristina Lopez Solano; Arturo Lopez Solano; Margarito Marcelino Hernandez (“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.* This is an amended notice letter which shall serve to incorporate and supplement the February 6, 2025, letter from our office. 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”.

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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 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

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to, among other things, when Plaintiffs and the aggrieved employees have begun and ended each work shift and the total hours worked.

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

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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 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

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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.

Very truly yours,

KINGSLEY SZAMET
EMPLOYMENT LAWYERS

By: 
Eric B. Kingsley

EBK/km

- Cc:
1. Martinez AguilaSocho Law, Inc., P.O. Box 1998, Bakersfield, CA 93303, eaguilaSocho@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 ESTA 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
- ☐ 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
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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 

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

RECONOCIMIENTO DE RECIBO DEL MANUAL PARA EL EMPLEADO

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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