

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

BALL HORTICULTURAL COMPANY, an Illinois Corporation, and
DOES 1 through 10, inclusive.

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

ALEJANDRA CASTELLANOS, on behalf of herself and all others
similarly situated, and on behalf of the general public,

ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
3/21/2025 12:36 PM
By: Erin Josie, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): Santa Maria Courthouse Cook Division

312-C East Cook Street

Santa Maria, CA 93454

CASE NUMBER:
(Número del Caso):

25CV01757

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Roman Otkupman & Nidah Farishta: 5743 Corsa Ave, Ste 123, Westlake Village, CA 91362; (818)293-5623

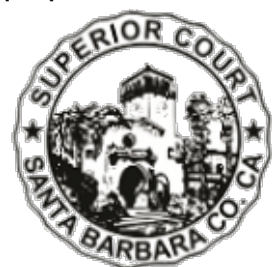
DATE:
(Fecha) 3/21/2025

Clerk, by
(Secretario) /s/ Erin Josie, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: ☐ CCP 416.10 (corporation)	☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation)	☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership)	☐ CCP 416.90 (authorized person)
☐ other (specify):	
4. ☐ by personal delivery on (date):

Roman Otkupman, CSBN 249423

Roman@OLFLA.com

Nidah Farishta, CSBN 312360

Nidah@OLFLA.com

OTKUPMAN LAW FIRM, A LAW CORPORATION

5743 Corsa Ave., Suite 123,

Westlake Village, CA 91362

Telephone: (818) 293-5623

Facsimile: (888) 850-1310

Attorney for Plaintiff,

Alejandra Castellanos, on behalf of herself and all others similarly situated, and on behalf of the general public

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA BARBARA

ALEJANDRA CASTELLANOS, on behalf of herself and all others similarly situated, and on behalf of the general public,

Plaintiff,

vs.

BALL HORTICULTURAL COMPANY, an Illinois Corporation, and DOES 1 through 10, inclusive.

CASE NO. 25CV01757

CLASS ACTION COMPLAINT FOR:

1. **FAILURE TO PROVIDE MEAL PERIODS IN VIOLATION OF (LABOR CODE § 226.7, 512 and 558);**
2. **FAILURE TO PROVIDE REST PERIODS IN VIOLATION OF (LABOR CODE § 226.7, 512 and 558);**
3. **FAILURE TO PAY ALL WAGES IN VIOLATION OF (LABOR CODE §§ 510, 1194, 1194.2);**
4. **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a), (e));**
5. **FAILURE TO TIMELY PAY WAGES DUE AT TERMINATION (LABOR CODE §§ 201-203);**
6. **FAILURE TO TIMELY PAY EMPLOYEES IN VIOLATION OF LABOR CODE § 204(a)(b);**
7. **FAILURE TO PROVIDE SUITABLE SEATING IN VIOLATION OF LABOR CODE § 1198 AND 14(a) OF WAGE ORDER 7-2001;**

ELECTRONICALLY FILED

Superior Court of California

County of Santa Barbara

Date Filed: 02/12/2025 12:36 PM

By: E. P. [Signature]

Deputy

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8. **FAILURE TO PAY FOR ALL
HOURS WORKED, INCLUDING
OVERTIME HOURS WORKED
IN VIOLATION OF (LABOR
CODE § 210, 218);**

9. **VIOLATION OF BUSINESS AND
PROFESSIONS CODE § 17200**

DEMAND FOR JURY TRIAL

8 PLAINTIFF, Alejandra Castellanos (“Plaintiff”), on behalf of herself and other “aggrieved
9 employees” complains of Defendants as follows:

10 **I. INTRODUCTION**

11 1. This is a Class Action, pursuant to Code of Civil Procedure § 382 on behalf of Plaintiff
12 and certain individuals who are employed by, or were formerly employed by, Ball Horticultural
13 Company, and any subsidiaries or affiliated companies (hereinafter collectively referred to as
14 “Defendants”) within California.

15 2. For at least four (4) years prior to the filing of this action and continuing to the present
16 (the “liability period”). Plaintiff and Defendant’s California employees were routinely unable, and not
17 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute
18 meal break for every shift they worked. Specifically, Plaintiff and other California employees were
19 further forced to keep their personal cell phone on during their meal and rest breaks in case of
20 emergencies or to address the needs of Defendants’ personnel. Because of this, Plaintiff and
21 Defendant’s California employees were unable to take their required meal and rest breaks. Moreover,
22 Defendants failed to pay premium wages of one hour’s pay for each missed meal and rest break to
23 Plaintiff and Defendant’s California employees who were denied timely meal and rest breaks, in
24 violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

25 3. Plaintiff and Defendant’s California employees were required to work off the clock for
26 Defendant. Defendant routinely made Plaintiff and its California employees undergo a COVID-19
27 screening process prior to the start of their scheduled shifts. When Plaintiff would arrive, they were
28 not allowed to clock-in for the day until they passed a medical examination to screen Plaintiff for
symptoms of COVID-19. The time spent waiting in these COVID-19 screening lines, answering

1 symptom questionnaire, undergoing the COVID-19 screening itself, and the time between completing
2 the COVID-19 screening took Plaintiff on the average of 5 minutes to complete. Defendant did not
3 compensate Plaintiff and Defendant's California employees if these tasks were completed outside of
4 her regular work hours. These excess hours were not recorded on our client's and Defendant's
5 California employees wage statements. Plaintiff and Defendant's California employees should have
6 been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and
7 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked
8 including all straight time wages, and overtime wages. These failures to pay wages constitute
9 violations of Labor Code § 510 and 1194.

10 4. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
11 exempt employees. As a result, employees are not properly compensated for work performance in
12 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek
13 at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant
14 regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not
15 receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and
16 Defendant's California employees were forced to work overtime and were not paid for all hours
17 worked including all straight time wages, and overtime wages. These failures to pay all overtime
18 wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

19 5. Plaintiff, on behalf of herself and all other California employees of Defendant claims
20 that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays
21 their employees bonuses and commissions which are not included in the employees regular rate of pay
22 for the purposes of computing the proper overtime rate. As a result, employees are not properly
23 compensated for work performed in excess of eight (8) hours in a workday and work performed in
24 excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular
25 rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194,
26 and 1194.2.

27 6. Defendants failed to issue Plaintiff and Defendant's California employees accurately
28 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
employees with all wages due, as detailed above, their wage statements failed to accurately state all
gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor
Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly

1 rates during the pay period and the corresponding number of hours worked, in violation of Labor Code
2 § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also
3 violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California
employees.

4 7. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
5 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
6 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and
7 Defendant's California employees, and the records maintained by Defendants, have not accurately
8 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
premiums, and total hour worked.

9 8. Our client further alleges that Defendants paid her and Defendant's California
10 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they
11 were not paid all wages due and owing throughout the course of their employment as a result of
12 Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they
13 were not paid all final wages due and owing for the entirety of their employment. This violates Labor
Code §§ 201-203.

14 9. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has
15 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
16 be paid no later than seven calendar days following the close of the payroll period. Due to the
17 violations described above, Plaintiff and Defendant's California employees did not receive all of their
18 wages earned in a timely manner as required by Labor Code § 204(a)(b) and 201.3.

19 10. Plaintiff alleges that Defendant did not provide Plaintiff and Defendant's California
20 employees with a seat, in violation of California Labor Code § 1198 and Wage Order 7-2001, § 14.
21 Plaintiff was required to stand for extended periods of time despite the fact that the nature of her work
22 did not require that he remain standing at all times. California Labor Code § 1198 makes it illegal to
23 employ an employee under conditions of labor that are prohibited by the applicable Wage Order. By
24 failing to provide Plaintiff and Defendant's California employees with suitable seating in violation of
§ 14 of Wage Order 7-2001, Defendant violated California Labor Code § 1198.

25 11. Defendants failed to pay all wages earned to Plaintiff and Defendant's California
26 employees as a result of the unlawful employment policies and practices herein. As a result of these
27 practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including
28

1 overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice
2 per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages
3 as required by law.

4 12. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business*
5 & *Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been
6 and continues to be unfair, unlawful, and harmful to Plaintiff and Defendants' California
7 employees.

8 13. Plaintiff, on behalf of herself and all proposed Plaintiff Class members (specifically,
9 the "California Class" as defined herein), brings this action pursuant to Labor Code §§ 226.7, 512,
10 and 558, Labor §§ 510, 1194, 1194.2, Labor § 226(a)(e), 1174(d), Labor Code § 201-203, Labor
11 Code § 204(a)(b), Labor Code § 1198, Labor Code § 210, 218, Business & Professions Code §
12 17200, et seq.

13 14. Venue as to each Defendant is proper in this judicial district, pursuant to Code
14 of Civil Procedure § 395. Defendants operate within the State of California. The unlawful acts
15 alleged herein took place in Guadalupe, California.

16 **II. PARTIES**

17 **A. PLAINTIFF**

18 15. Plaintiff Alejandra Castellanos is a resident of Santa Maria, California. At all times
19 relevant herein, she was employed by Defendants in Santa Barbara County, California. Plaintiff was
20 employed by Defendants as a non-exempt, hourly employee in California, including in and around
21 the city of Guadalupe, County of Santa Barbara. During Plaintiff's employment:

22 A. Plaintiff did not receive final wages upon termination.

23 B. Plaintiff and the Class were not paid in a timely manner pertaining to the waiting time
24 penalties in accordance with Labor Code §§ 201-203.

25 C. Plaintiff was forced to receive inaccurately itemized and deficient wage statements, in
26 violation of Labor Code § 226(a).

27 D. Plaintiff did not receive her compensation in accordance with Labor Code Section 204 in
28 that Defendant failed to issues wages to its employees within seven (7) calendar days
after the pay period ended.

E. Plaintiff was required to work without meal and rest periods, nor compensation in lieu
thereof, as required by the Labor Code and relevant Wage Orders.

1 F. Plaintiff was required to work either in excess of eight hours per workday or in excess of
2 forty hours per workweek without receiving compensation at a rate of one and one half
3 the regular rate of pay.

4 G. Plaintiff was required to stand for extended periods of time despite the fact that the nature
5 of his work did not require that he remain standing at all times, in violation of Labor
6 Code § 1198.

7 **B. DEFENDANTS**

8 16. Defendant Ball Horticultural Company is an Illinois Corporation, doing business in
9 Guadalupe, California. It operates within the State of California. Defendants employed Plaintiff and
10 similarly situated employees within California. The violations alleged herein arose in Guadalupe,
11 California.

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

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

24 **FACTUAL ALLEGATIONS**

25 19. Plaintiff and Defendant's California employees were routinely unable, and not
26 authorized to take their 10-minute rest periods and were also unable to take an uninterrupted 30-minute
27 meal break for every shift they worked. Specifically, Plaintiff and other California employees were
28 further forced to keep their personal cell phone on during their meal and rest breaks in case of
emergencies or to address the needs of Defendants' personnel. Because of this, Plaintiff and
Defendant's California employees were unable to take their required meal and rest breaks. Moreover,
Defendants failed to pay premium wages of one hour's pay for each missed meal and rest break to

1 Plaintiff and Defendant's California employees who were denied timely meal and rest breaks, in
2 violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

3 20. Plaintiff and Defendant's California employees were required to work off the clock for
4 Defendant. Defendant routinely made Plaintiff and its California employees undergo a COVID-19
5 screening process prior to the start of their scheduled shifts. When Plaintiff would arrive, they were
6 not allowed to clock-in for the day until they passed a medical examination to screen Plaintiff for
7 symptoms of COVID-19. The time spent waiting in these COVID-19 screening lines, answering
8 symptom questionnaire, undergoing the COVID-19 screening itself, and the time between completing
9 the COVID-19 screening took Plaintiff on the average of 5 minutes to complete. Defendant did not
10 compensate Plaintiff and Defendant's California employees if these tasks were completed outside of
11 her regular work hours. These excess hours were not recorded on our client's and Defendant's
12 California employees wage statements. Plaintiff and Defendant's California employees should have
13 been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and
14 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked
15 including all straight time wages, and overtime wages. These failures to pay wages constitute
16 violations of Labor Code § 510 and 1194.

17 21. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
18 exempt employees. As a result, employees are not properly compensated for work performance in
19 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek
20 at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant
21 regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not
22 receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and
23 Defendant's California employees were forced to work overtime and were not paid for all hours
24 worked including all straight time wages, and overtime wages. These failures to pay all overtime
25 wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

26 22. Plaintiff, on behalf of herself and all other California employees of Defendant claims
27 that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays
28 their employees bonuses and commissions which are not included in the employees regular rate of pay
for the purposes of computing the proper overtime rate. As a result, employees are not properly
compensated for work performed in excess of eight (8) hours in a workday and work performed in
excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular

1 rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194,
2 and 1194.2.

3 23. Defendants failed to issue Plaintiff and Defendant's California employees accurately
4 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
5 employees with all wages due, as detailed above, their wage statements failed to accurately state all
6 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor
7 Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly
8 rates during the pay period and the corresponding number of hours worked, in violation of Labor Code
9 § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also
10 violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California
11 employees.

12 24. Defendants knowingly and intentionally failed to provide Plaintiff and Defendant's
13 California employees timely, accurate, itemized wage statements in accordance with Labor Code §
14 226 and keep accurate records and required by §1174(d). The statements provided to Plaintiff and
15 Defendant's California employees, and the records maintained by Defendants, have not accurately
16 reflected actual gross wages earned, including pay for all hours worked, overtime, and meal/rest
17 premiums, and total hour worked.

18 25. Our client further alleges that Defendants paid her and Defendant's California
19 employees their final wages beyond the time frames set forth in Labor Code §§ 201 and 202. As they
20 were not paid all wages due and owing throughout the course of their employment as a result of
21 Defendants' failure to pay all premium wages as detailed above, at the time of their separation, they
22 were not paid all final wages due and owing for the entirety of their employment. This violates Labor
23 Code §§ 201-203.

24 26. Defendant pays Plaintiff and it's California employees on a bi-weekly basis and has
25 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
26 be paid no later than seven calendar days following the close of the payroll period. Due to the
27 violations described above, Plaintiff and Defendant's California employees did not receive all of their
28 wages earned in a timely manner as required by Labor Code § 204(a)(b) and 201.3.

29 27. Plaintiff alleges that Defendant did not provide Plaintiff and Defendant's California
30 employees with a seat, in violation of California Labor Code § 1198 and Wage Order 7-2001, § 14.
31 Plaintiff was required to stand for extended periods of time despite the fact that the nature of her work

1 did not require that he remain standing at all times. California Labor Code § 1198 makes it illegal to
2 employ an employee under conditions of labor that are prohibited by the applicable Wage Order. By
3 failing to provide Plaintiff and Defendant's California employees with suitable seating in violation of
§ 14 of Wage Order 7-2001, Defendant violated California Labor Code § 1198.

4 28. Defendants failed to pay all wages earned to Plaintiff and Defendant's California
5 employees as a result of the unlawful employment policies and practices herein. As a result of these
6 practices, Plaintiff and Defendant's California employees were underpaid for hours worked, including
7 overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice
8 per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages
as required by law.

9 29. Plaintiff and all other aggrieved employees bring this claim pursuant to *Business*
10 & *Professions Code* § 17200, et seq. The conduct of all Defendants as alleged above has been
11 and continues to be unfair, unlawful, and harmful to Plaintiff and Defendants' California
12 employees.

13 **CLASS ACTION ALLEGATIONS**

14 30. Plaintiff brings this action on behalf of herself and all others similarly situated as a
15 Class Action pursuant to § 382 of the Code of Civil Procedure.

16 31. Plaintiff seeks to represent a class composed of and defined as follows:

17 **THE CALIFORNIA CLASS**

18 32. All current and former California employees of Defendants since the date
four (4) year prior to the filing of this complaint.

19 33. Plaintiff reserves the right under Rule 3.765, California Rules of Court, to
20 amend or modify the class description with greater specificity or further division into
subclasses or limitation to particular issues.

21 34. This action has been brought and may properly be maintained as a class
22 action under the provisions of § 382 of the Code of Civil Procedure because there is a
23 well-defined community of interest in the litigation and the proposed Class is easily
24 ascertainable.

25 **A. NUMEROSITY**

26 35. The potential members of the proposed Class as defined are so numerous that joinder
27 of all the members of the proposed Class is impracticable. While the precise number of proposed
28

1 Plaintiff Class members has not been determined at this time, Plaintiff is informed and believes that
2 Defendants currently employ, and during the relevant time periods employed, over seventy-five (75)
3 Class members in the State of California.

4 36. Accounting for employee turnover during the relevant periods necessarily increases
5 this number substantially. Plaintiff alleges that Defendants' employment records would provide
6 information as to the number and location of all proposed Plaintiff Class members. Joinder of all
7 members of the proposed Class is not practicable.

8 **B. COMMONALITY**

9 37. There are questions of law and fact common to the proposed Class that predominate
10 over any questions affecting only individual Class members. These common questions of law and
11 fact include, without limitation, whether Defendants failed to provide members of the Class with
12 wage statements that fully and accurately itemize the requirements set forth in Labor Code §226(a),
13 accurate final wages, and final wages on the day of termination and or within seventy-two (72) hours
14 of separation and whether the rest periods were timely made available.

15 **C. TYPICALITY**

16 38. The claims of the named Plaintiff are typical of the claims of the proposed Class.
17 Plaintiff and all members of the proposed Class sustained injuries and damages arising out of and
18 caused by Defendants' common course of conduct in violation of laws, regulations that have the
19 force and effect of law, and statutes as alleged herein.

20 **D. ADEQUACY OF REPRESENTATION**

21 39. Plaintiff will fairly and adequately represent and protect the interests of the members
22 of the proposed Class. Counsel who represents Plaintiff is competent and experienced in litigating
23 large employment class actions.

24 **E. SUPERIORITY OF CLASS ACTION**

25 40. A class action is superior to other available means for the fair and efficient
26 adjudication of this controversy. Individual joinder of all proposed Plaintiff Class members is not
27 practicable, and questions of law and fact common to the proposed Class predominate over any
28 questions affecting only individual members of the proposed Class. Each member of the proposed
Class has been damaged and is entitled to recovery by reason of Defendant's failure to comply with
Labor Code 226(a).

41. Class action treatment will allow those similarly situated persons to litigate their

claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

CAUSES OF ACTION

FIRST CAUSE OF ACTION

FAILURE TO PROVIDE MEAL PERIODS OR COMPENSATION IN LIEU THEREOF (LABOR CODE §§ 226.7, 512 and 558)

42. Plaintiff incorporates paragraphs 1 through 41 of this Complaint as though fully set forth herein.

43. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly provide one or more meal periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7, 512 and 558.

44. Plaintiff and Defendants' California employees were routinely unable, and not authorized to take an uninterrupted 30-minute meal break for every shift they worked. Specifically, Plaintiff and other California employees were further forced to keep their personal cell phone on during their meal breaks in case of emergencies or to address the needs of Defendants' personnel. Because of this, Plaintiff and Defendants' California employees were unable to take their required meal breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed meal break to Plaintiff and Defendants' California employees who were denied timely meal breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

45. Pursuant to Labor Code §§ 226.7, 512 and 558 Plaintiff seeks the payment of all meal period compensations, which she was owed since she commenced to work for Defendant, according to proof.

46. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and prejudgment interest.

47. Wherefore, Plaintiff seeks to represent request relief as described below.

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SECOND CAUSE OF ACTION
FAILURE TO PROVIDE REST PERIODS OR COMPENSATION IN LIEU THEREOF
(LABOR CODE §§ 226.7, 512 and 558)

48. Plaintiff incorporates paragraphs 1 through 47 of this Complaint as though fully set forth herein.

49. Plaintiff is entitled to one hour of pay for each day that Defendants failed to properly provide one or more rest periods as set forth in the IWC Wage Orders and Labor Code §§ 226.7, 512 and 558.

50. Plaintiff and Defendants' California employees were routinely unable, and not authorized to take their 10-minute rest periods for every shift they worked. Specifically, Plaintiff and other California employees were further forced to keep their personal cell phone on during their rest breaks in case of emergencies or to address the needs of Defendants' personnel. Because of this, Plaintiff and Defendants' California employees were unable to take their required rest breaks. Moreover, Defendants failed to pay premium wages of one hour's pay for each missed rest break to Plaintiff and Defendants' California employees who were denied timely rest breaks, in violation of Labor Code §§ 226.7, 512, and 558, and IWC Order No. 5-2001, Section 12.

51. Pursuant to Labor Code §§ 226.7, 512 and 558 Plaintiff seeks the payment of all rest period compensations, which she was owed since she commenced to work for Defendant, according to proof.

52. Additionally, Plaintiff is entitled to, and seeks, attorney's fees and costs, and prejudgment interest.

53. Wherefore, Plaintiff seeks to represent request relief as described below.

THIRD CAUSE OF ACTION
FAILURE TO PAY ALL WAGES IN VIOLATION OF
(LABOR CODE §§ 510, 1194, 1194.2)

54. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

55. During the liability period, Defendant failed to pay all wages to Plaintiff and Defendant's California employees.

56. Plaintiff and Defendant's California employees were required to work off the clock for Defendant. Defendant routinely made Plaintiff and its California employees undergo a COVID-19

1 screening process prior to the start of their scheduled shifts. When Plaintiff would arrive, they were
2 not allowed to clock-in for the day until they passed a medical examination to screen Plaintiff for
3 symptoms of COVID-19. The time spent waiting in these COVID-19 screening lines, answering
4 symptom questionnaire, undergoing the COVID-19 screening itself, and the time between completing
5 the COVID-19 screening took Plaintiff on the average of 5 minutes to complete. Defendant did not
6 compensate Plaintiff and Defendant's California employees if these tasks were completed outside of
7 her regular work hours. These excess hours were not recorded on our client's and Defendant's
8 California employees wage statements. Plaintiff and Defendant's California employees should have
9 been compensated for that time, but he was not in violation of Labor Code Sections 510, 1194, and
10 1194.2. As a result, Plaintiff and Defendant's California employees were not paid for all hours worked
including all straight time wages, and overtime wages. These failures to pay wages constitute
violations of Labor Code § 510 and 1194.

11 57. Plaintiff also claims that Defendant has failed to pay all overtime wages due to non-
12 exempt employees. As a result, employees are not properly compensated for work performance in
13 excess of eight (8) hours in a workday and work performed in excess of forty (40) hours in a workweek
14 at a rate of no less than one and one-half times the regular rate of pay. Employees of Defendant
15 regularly work in excess of eight (8) hours in a day or more than forty (40) hours per week and do not
16 receive overtime compensation at a rate of one and one half of their regular rate. Plaintiff and
17 Defendant's California employees were forced to work overtime and were not paid for all hours
18 worked including all straight time wages, and overtime wages. These failures to pay all overtime
wages constitute violations of Labor Code §§ 510, 1194, 1194.2.

19 58. Plaintiff, on behalf of herself and all other California employees of Defendant claims
20 that Defendant has failed to pay all overtime wages due to non-exempt employees. Defendant pays
21 their employees bonuses and commissions which are not included in the employees regular rate of pay
22 for the purposes of computing the proper overtime rate. As a result, employees are not properly
23 compensated for work performed in excess of eight (8) hours in a workday and work performed in
24 excess of forty (40) hours in a workweek at a rate of no less than one and one-half times the regular
25 rate of pay. These failures to pay all overtime wages constitute violations of Labor Code §§ 510, 1194,
and 1194.2.

1 59. As a result, Plaintiff and Defendant's California employees were not paid for all hours
2 worked including all straight time wages, and overtime wages. These failures to pay wages constitute
3 violations of Labor Code § 510 and 1194.

4 60. As a result of the unlawful acts of Defendants in willfully filing to pay all alleges,
5 Plaintiff and Defendant's California employees have been deprived of wages in amounts to be
6 determined at trial, and are entitled to restitution and recovery of such amounts, plus interest thereon,
7 attorneys' fees, and costs pursuant to Labor Code § 1194 and liquidated damages pursuant to Labor
8 Code § 1194.2.

9 **FOURTH CAUSE OF ACTION**

10 **KNOWING AND INTENTIONAL FAILURE TO COMPLY WITH ITEMIZED 11 EMPLOYEE WAGE STATEMENT PROVISIONS (LABOR CODE § 226(a),(e))**

12 61. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
13 forth herein.

14 62. Section 226(a) of the California Labor Code requires Defendants to provide wage
15 statements to employees. In those wage statements, Defendants must accurately set forth, among other
16 things, the total gross and net wages earned, and all hourly rates in effect, for Plaintiff. Defendants
17 have knowingly and intentionally failed to comply with Labor Code § 226(a).

18 63. Defendants failed to issue Plaintiff and Defendant's California employees accurately
19 itemized wage statements. As Defendants failed to compensate Plaintiff and Defendants' California
20 employees with all wages due, as detailed above, their wage statements failed to accurately state all
21 gross wages earned, in violation of Labor Code § 226(a)(1), total hours worked, in violation of Labor
22 Code § 226(a)(2), net wages earned, in violation of Labor Code § 226(a)(5), and all applicable hourly
23 rates during the pay period and the corresponding number of hours worked, in violation of Labor Code
24 § 226(a)(9), as a result of Defendants' failure to pay all overtime wages due. These violations also
25 violate Labor Code §§ 226(e) and 226.3 with respect to Plaintiff and Defendants' California
26 employees.

27 64. Defendants knowingly and intentionally failed to provide Plaintiff and
28 Defendant's California employees timely, accurate, itemized wage statements in accordance with
Labor Code § 226 and keep accurate records as required by §1174(d). The statements provided to
Plaintiff and Defendant's California employees, and the records maintained by Defendants, have not
accurately reflected actual gross wages earned, including pay for all hours worked, overtime, and

1 meal/rest premiums, and total hour worked.

2 65. The wage statements provided to Plaintiff and members of the Class fail to accurately
3 itemize in wage statements total gross and net wages earned, and all hourly rates in effect for Plaintiff.
4 Defendants' violations of Labor Code § 226(a) are knowing and intentional, and Plaintiff has suffered
5 injury as a result of the receipt of defective wage statements, thereby entitling them to penalties
6 pursuant to Labor Code § 226(e).

7 **FIFTH CAUSE OF ACTION**

8 **FAILURE TO PAY WAGES DUE AT THE TIME OF DISCHARGE IN VIOLATION**
9 **OF LABOR CODE §§ 201-202, RESULTING IN SECTION 203 WAGES AND**
10 **PENALTIES (WAITING TIME PENALTIES)**

11 66. Plaintiff hereby incorporates preceding paragraphs of this Complaint as though
12 fully set forth herein.

13 67. At all times material herein, the California Labor Code Sections 201, 202, and
14 203 were in effect and binding on Defendant.

15 68. California Labor Code § 202 requires employers to pay employees all wages due
16 within seventy-two (72) hours of resignation. California Labor Code § 201 states in pertinent part
17 that "if an employer discharges an employee, the wages earned and unpaid at the time of
18 discharge are due and payable immediately." California Labor Code § 203 provides that if an
19 employer willfully fails to timely pay such wages the employer must, as penalty, continue to pay
20 the subject employee's wages until the back wages are paid in full or an action is commenced.
21 The penalty cannot exceed 30 days of wages.

22 69. Plaintiff was entitled to compensation for unpaid wages, but to date has not
23 received such compensation. Specifically, Defendant failed to pay Plaintiff all wages due to
24 Plaintiff at the time of her separation of employment from Defendant's. Thus, since Defendant
25 failed to promptly pay Plaintiff all wages due to Plaintiff at the time of her separation of
26 employment, Defendant violated Section 201 of the Labor Code and Plaintiff is therefore entitled
27 to wages and penalties pursuant to Labor Code Section 203.

28 70. More than 30 days have passed since Plaintiff's employment ended with
Defendant.

71. As a consequence of Defendant's willful conduct in not paying wages owed to

1 Plaintiff, Plaintiff is entitled to 30 days of wages as a penalty pursuant to Labor Code § 203 for
2 Defendant's failure to timely pay legal wages, together with attorney's fees and cost of suit, and
3 interest pursuant to California Labor Code Section 218.5.

4 **SIXTH CAUSE OF ACTION**

5 **FAILURE TO TIMELY PAY EMPLOYEES IN VIOLATION OF LABOR CODE § 204(a)(b)**

6 72. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
7 forth herein.

8 73. At all times relevant herein, Labor Code § 204 was in full force and effect and binding
9 on Defendants.

10 74. Wages must be paid according to a regularly set schedule. (Labor Code § 204). All
11 earned wages must be paid at least twice a month, on days designated in advance by the employer.
12 Work performed between the 1st and the 15th days, inclusive, of any calendar month must be paid
13 between the 16th and 26th day of the same month. Work performed between the 16th and the last day
14 of the month must be paid between the 1st and 10th day of the following month. (Labor Code § 204).
15 Weekly or bi-weekly (every two weeks) payroll must be paid within seven (7) days of the end of the
16 pay period in which the wages were earned (Labor Code §§ 204(a), 204(b)).

17 75. Defendants pay Plaintiff and its California employees on a bi-weekly basis and have
18 failed to comply with Labor Code § 204(a) which holds that wages earned on a bi-weekly basis must
19 be paid no later than seven calendar days following the close of the payroll period. Due to the
20 violations described above, Plaintiff and Defendant's California employees did not receive all of their
21 wages earned in a timely manner as required by Labor Code § 204(a)(b).

22 76. Defendants have failed to comply with the above-section because they waited longer
23 than seven days from the close of the pay period to pay its bi-weekly paid employees.

24 **SEVENTH CAUSE OF ACTION**

25 **FAILURE TO PROVIDE SUITABLE SEATING IN VIOLATION OF LABOR CODE §**
26 **1198 AND § 14(a) OF WAGE ORDER 7-2001**

27 77. Plaintiff incorporates and realleges by reference all previous paragraphs of this
28 Complaint as if fully set forth herein.

78. California Labor Code § 1198 makes it illegal to employ an employee under
conditions of labor that are prohibited by the applicable Wage Order. By failing to provide
Plaintiff with suitable seating in violation of § 14 of Wage Order 7-2001, Defendant violated

1 California Labor Code § 1198.

2 79. Plaintiff was required to stand for extended periods of time despite the fact that
3 the nature of her work did not require that she remain standing at all times. Plaintiff was employed
4 by Defendant and was not provided with a seat, in violation of California Labor Code § 1198 and
Wage Order 7-2001, § 14.

5 80. Plaintiff was harmed by Defendant's failure to provide her with suitable seating
6 because she was required to stand for extended periods of time despite the fact that the nature of
7 her work did not require that she remain standing at all times.

8 81. Wherefore, Plaintiff requests relief as described below.

9 **EIGHTH CAUSE OF ACTION**

10 **FAILURE TO PAY FOR ALL HOURS WORKED, INCLUDING OVERTIME HOURS**
11 **WORKED IN VIOLATION OF (LABOR CODES §§ 210, 218)**

12 82. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set
forth herein.

13 83. Section 2(K) or Wage Order 5 defines "hours worked" as "the time during which an
14 employee is subject to the control of an employer, and including all the time the employee is suffered
15 or permitted to work, whether or not required to do so." Labor Code §§ 1194 and 1197 required
16 employers to compensate Plaintiff for all hours worked at least at a minimum wage as established by
17 the Wage Order. Defendants did not pay for all hours worked and frequently required Plaintiff to work
18 off the clock. Defendants have been engaged in many unlawful employment practices which resulted
in underpayment for hours worked each pay period as more set forth below:

19 84. Failure to Pay All Wages Owed Twice Per Month. Defendants were required to pay
20 Plaintiff all wages earned twice during each calendar month pursuant to Labor Code § 204(a).
21 Defendants failed to pay all wages earned to Plaintiff as a result of the unlawful employment policies
22 and practices herein. As a result of these practices, Plaintiff was underpaid for hours worked, including
23 overtime and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice
24 per month. Due to this failure, Defendants are liable under Labor Code § 210 for failure to pay wages
as required by law.

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27 ///

NINTH CAUSE OF ACTION

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

85. Plaintiff incorporates all preceding paragraphs of this Complaint as though fully set forth herein.

86. This is an Action for Unfair Business Practices. Plaintiff Alejandra Castellanos brings this claim pursuant to *Business & Professions Code* § 17200, et seq. The conduct of all Defendants as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff and Defendant's California employees as a result of Defendant's failure to comply with the labor code sections as set out above. Plaintiff and Defendant's California employees seek to enforce important rights affecting the public interest within the meaning of *Code of Civil Procedure* § 1021.5.

87. Plaintiff is a "person" within the meaning of *Business & Professions Code* § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

88. *Business & Profession Code* § 17200 et. seq. prohibits unlawful and unfair business practices.

89. Defendants have violated statutes and public policies. Through the conduct alleged in this Complaint, Defendants, and each of them, have acted contrary to these public policies, have violated specific provisions of the *Labor Code*, and have engaged in other unlawful and unfair business practices in violation of *Business & Professions Code* § 17200, et seq., depriving Plaintiff, of rights, benefits, and privileges guaranteed to Plaintiff under law.

90. Defendants' conduct, as alleged herein, constitutes unfair competition in violation of § 17200 et. seq. of the *Business & Professions Code*.

91. As a proximate result of the above mentioned acts of Defendants, Plaintiff has been damaged in a sum as may be proven.

92. Unless restrained by this Court, Defendants will continue to engage in the unlawful conduct as alleged above. Pursuant to *Business & Professions Code*, this Court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment, by Defendants, their agents, or Plaintiff, of any unlawful or deceptive practice prohibited by the *Business & Professions Code*, and/or, including but not limited to, disgorgement of profits which may be necessary to restore Plaintiff to the money Defendants have unlawfully failed to

1 pay.

2 **RELIEF REQUESTED**

3 WHEREFORE, Plaintiff prays for the following relief:

4 1. For a money judgment representing compensatory damages including lost
5 wages, earnings, retirement benefits and other employee benefits, and all other sums of money,
6 together with interest on these amounts, according to proof;

7 2. That Defendants are found to have violated the requirements of Labor Code § 203 for
8 failure to timely pay wages due at termination.

9 3. That Defendants are found to have violated the requirements of Labor Code § 226(e)
10 for failure to comply with itemized employee wage statement provisions.

11 4. That Defendants are found to have violated the requirements of Labor Code §
12 1174(d) for failure to comply with itemized employee wage statement provisions.

13 5. That Defendants are found to have violated the requirements of Labor Code § 1174.5
14 for failure to comply with itemized employee wage statement provisions.

15 6. That Defendants are found to have violated the requirements of Labor Code § 226.7
16 for failure to provide meal and rest periods or compensation in lieu thereof.

17 7. That Defendants are found to have violated the requirements of Labor Code § 510 for
18 failure to pay all wages.

19 8. That Defendants are found to have violated the requirements of Labor Code § 1194.2
20 for failure to pay all wages.

21 9. That Defendants are found to have violated the requirements of Labor Code § 204(b)
22 for failure to timely pay employees.

23 10. That Defendants are found to have violated the requirements of Labor Code § 210 for
24 failure to pay all hours worked, including overtime hours worked.

25 11. That Defendants are found to have violated the requirements of Labor Code § 1198.

26 12. That Defendants are found to have violated the requirements of Business and
27 Professions Code § 17200 et seq.;

28 13. An award of prejudgment and post-judgment interest;

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

15. An award of attorneys' fees; and

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

1 Dated: March 21, 2025

OTKUPMAN LAW FIRM,
A Law Corporation

2
3
4 By: 

5 ROMAN OTKUPMAN
6 Attorneys for Plaintiff

7 **DEMAND FOR JURY TRIAL**

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

9 Dated: March 21, 2025

OTKUPMAN LAW FIRM,
A Law Corporation

10
11
12 By: 

13 ROMAN OTKUPMAN
14 Attorneys for Plaintiff
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ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Roman Otkupman, Esq. Bar No. 249423; Nidah Farishta, Esq. Bar No. 312360 Otkupman Law Firm, ALC: 5743 Corsa Ave Ste 123, Westlake Village, CA 91362 TELEPHONE NO.: (818) 293-5623 FAX NO.: (888) 850-1310 EMAIL ADDRESS: roman@olfla.com; nidah@olfla.com ATTORNEY FOR (Name): Plaintiff, Alejandra Castellanos	FOR COURT USE ONLY ELECTRONICALLY FILED Sup. Ct. of Cal. County of Santa Barbara Date Filed: 03/21/2025 Time Filed: 12:36 PM By: [Signature] Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA STREET ADDRESS: 312-C East Cook Street MAILING ADDRESS: CITY AND ZIP CODE: Santa Maria, CA 93454 BRANCH NAME: Santa Maria Courthouse Cook Division	
CASE NAME: Alejandra Castellanos v. Ball Horticultural Company	
CIVIL CASE COVER SHEET ☒ Unlimited (Amount demanded exceeds \$35,000) ☐ Limited (Amount demanded is \$35,000 or less)	Complex Case Designation ☐ Counter ☐ Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
	CASE NUMBER: 25CV01757
	JUDGE: DEPT.:

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort ☐ Auto (22) ☐ Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort ☐ Asbestos (04) ☐ Product liability (24) ☐ Medical malpractice (45) ☐ Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort ☐ Business tort/unfair business practice (07) ☐ Civil rights (08) ☐ Defamation (13) ☐ Fraud (16) ☐ Intellectual property (19) ☐ Professional negligence (25) ☐ Other non-PI/PD/WD tort (35) Employment ☐ Wrongful termination (36) ☒ Other employment (15)	Contract ☐ Breach of contract/warranty (06) ☐ Rule 3.740 collections (09) ☐ Other collections (09) ☐ Insurance coverage (18) ☐ Other contract (37) Real Property ☐ Eminent domain/Inverse condemnation (14) ☐ Wrongful eviction (33) ☐ Other real property (26) Unlawful Detainer ☐ Commercial (31) ☐ Residential (32) ☐ Drugs (38) Judicial Review ☐ Asset forfeiture (05) ☐ Petition re: arbitration award (11) ☐ Writ of mandate (02) ☐ Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) ☐ Antitrust/Trade regulation (03) ☐ Construction defect (10) ☐ Mass tort (40) ☐ Securities litigation (28) ☐ Environmental/Toxic tort (30) ☐ Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment ☐ Enforcement of judgment (20) Miscellaneous Civil Complaint ☐ RICO (27) ☐ Other complaint (<i>not specified above</i>) (42) Miscellaneous Civil Petition ☐ Partnership and corporate governance (21) ☐ Other petition (<i>not specified above</i>) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|---|
| a. ☐ Large number of separately represented parties
b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. ☒ Substantial amount of documentary evidence | d. ☒ Large number of witnesses
e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. ☐ Substantial postjudgment judicial supervision |
|---|---|
3. Remedies sought (*check all that apply*): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (*specify*): Nine (9)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (*You may use form CM-015.*)

Date: March 21, 2025

Roman Otkupman

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

CM-010

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the Civil Case Cover Sheet contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the Civil Case Cover Sheet to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)–Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice–Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach–Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case–Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ–Administrative Mandamus
Writ–Mandamus on Limited Court Case Matter
Writ–Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal–Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

ATTORNEY OR PARTY WITHOUT ATTORNEY (NAME AND ADDRESS): TELEPHONE NO.: Roman Otkupman CSBN: 249423; Nidah Farishta CSBN: 312360 Otkupman Law Firm, ALC 5743 Corsa Ave, Suite 123 Westlake Village, CA 91362 ATTORNEY FOR (NAME): Plaintiff, Alejandra Castellanos		FOR COURT USE ONLY ELECTRONICALLY FILED Santa Barbara County Superior Court Date Filed: 3/21/2025 12:36 PM By: [Signature] Deputy
SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA ☐ Santa Barbara-Anacapa 1100 Anacapa Street Santa Barbara, CA 93101 ☒ Santa Maria-Cook 312-C East Cook Street Santa Maria, CA 93454 ☐ Lompoc Division 115 Civic Center Plaza Lompoc, CA 93436		
PLAINTIFF: Alejandra Castellanos DEFENDANT: Ball Horticultural Company		
CIVIL CASE COVER SHEET ADDENDUM		
		CASE NUMBER: 25CV01757

Santa Barbara County Superior Court Local Rule, rule 201 divides Santa Barbara County geographically into two separate regions referred to as "South County" and "North County," the boundaries of which are more particularly defined in rule 201. "South County" includes the cities of Carpinteria, Santa Barbara, and Goleta; "North County" includes the cities of Santa Maria, Lompoc, Buellton and Solvang. A map depicting this geographical division is contained in Appendix 1 to the local rules.

Local Rule 203 provides: "When, under California law, 'North County' would be a 'proper county' for venue purposes, all filings for such matters shall be in the appropriate division of the Clerk's office in North County. All other filings shall be made in the Clerk's office in the appropriate division of the Court in South County. The title of the Court required to be placed on the first page of documents pursuant to CRC 2.111 includes the name of the appropriate Court division."

A plaintiff filing a new complaint or petition is required by Local Rule 1310 to complete and file this Civil Case Cover Sheet Addendum to state the basis for filing in North County or South County.

The undersigned represents to the Court:

This action is filed in ☒ North County ☐ South County because venue is proper in this region for the following reason(s):

☒ A defendant resides or has its principal place of business in this region at: 400 Obispo Street
Guadalupe, CA 93434

☐ The personal injury, damage to property, or breach of contract that is claimed in the complaint occurred in this region at: _____

☐ There is a related case filed with the court in this region (e.g., the related personal injury action to a petition to transfer structured settlement payments) [identify case, including case number]: _____

☐ Venue is otherwise proper in this region because [explain]: _____

Dated: March 21, 2025

[Signature]
 Signature of Plaintiff or Plaintiff's Counsel

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA STREET ADDRESS: 312-C East Cook Street CITY AND ZIP CODE: Santa Maria CA 93454 BRANCH NAME: Cook	FOR COURT USE ONLY FILED SUPERIOR COURT of CALIFORNIA COUNTY of SANTA BARBARA 03/24/2025 Darrel E. Parker, Executive Officer BY <u>Sanchez, Ibelsa</u> Deputy Clerk
CAPTION: Alejandra Castellanos vs Ball Horticultural Company	
ORDER AND NOTICE OF CASE ASSIGNMENT; NOTICE OF CASE MANAGEMENT CONFERENCE	CASE NUMBER: 25CV01757

The above case is hereby assigned to Judge **Jed Beebe** for ALL purposes, including trial. All future matters, including ex-parte matters, are to be scheduled with the assigned judge. Counsel shall include the name of the assigned judge in the caption of every document filed with the court. The above-entitled case is hereby ordered set for:

Case Management Conference on 07/23/2025 at 8:30 AM in SM Dept 4 at the court address above.

PLAINTIFF SHALL GIVE NOTICE of this assignment to ALL parties brought into the case, including but not limited to defendants, cross-defendants and intervenors. A Proof of Service of this ORDER & NOTICE OF CASE ASSIGNMENT is to be filed with the Court within five (5) working days after service. Failure to give notice and file proof thereof or failure to appear may result in the imposition of sanctions. Pursuant to California Rule of Court 3.725, no later than fifteen (15) calendar days before the date set for the Case Management Conference, each party must file a Case Management Statement (Judicial Council form CM110). In lieu of each party filing a separate Case Management Statement, any two or more parties may file a joint statement.

Appearance by Zoom video conference is currently optional for Civil Case Management Conferences.

Please refer to the court's website for information about remote proceedings

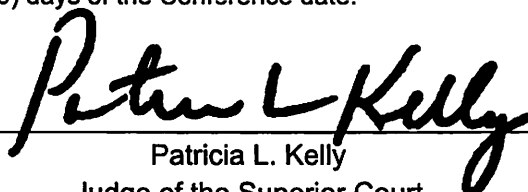
<https://www.santabarbara.courts.ca.gov/system/files/general/information-remote-appearances-website.pdf>. Use the links provided to access the Remote Hearing Information flyer in English

<https://www.santabarbara.courts.ca.gov/system/files/general/zoom-information-civil.pdf>, and in Spanish

<https://www.santabarbara.courts.ca.gov/system/files/general/zoom-instructions-civil-spanish.pdf>. Or visit the to the court's website at <https://santabarbara.courts.ca.gov/> and click on Remote Appearance by Zoom.

At the Court's discretion counsel, parties and insurance representatives (if any) with full settlement authority may be required to attend a CADRe Information Meeting within ten (10) days of the Conference date.

Dated: 3/24/2025


 Patricia L. Kelly
 Judge of the Superior Court

CLERK'S CERTIFICATE OF SERVICE

I certify that I am not a party to this cause, and that a true copy of this document was electronically served or mailed first class, postage prepaid in a sealed envelope addressed as shown, and that the electronic service or mailing of the foregoing and execution of this certificate occurred at (place) Santa Maria, California on (date): 03/24/2025

Roman Otkupman
 Otkupman Law Firm
 5743 Corsa Avenue Suite 123
 Westlake Village CA 91362

Darrel E. Parker, Executive Officer

By /s/ Ibelsa Sanchez, Deputy