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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

VERONICA GARCIA RODRIGUEZ;
YOHANA ESMERALDA SARAVIA
RODRIGUEZ; MARIA DE JESUS FUERTE
RANGEL, as individuals, on behalf of
themselves and others similarly situated

PLAINTIFFS,

v.

VASQUEZ PRODUCE CORP.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 2025CUOE044484

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

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

1 Plaintiffs VERONICA GARCIA RODRIGUEZ AKA VERONICA D GARCIA AKA
2 VERONICA GARCIA; YOHANA ESMERALDA SARAVIA RODRIGUEZ AKA YOHANA
3 SARAVIA AKA YOHANA E SARAVIA AKA YOHANA E SARAVIA RODRIGUEZ AKA
4 YOHANA JOANNA ESMERALDA SARAVIA; MARIA DE JESUS FUERTE RANGEL AKA
5 MARIA FUERTE AKA MARIA DE JESUS FUERTE AKA VIRGINIA VILLAFANO AKA
6 VIRGINIA FUERTE, (“Plaintiffs”) as individuals, on behalf of themselves, all others similarly
7 situated, and on behalf of the people of the State of California and as an “aggrieved employee”
8 under Labor Code Private Attorneys General Act of 2004, §2699, *et seq.* (hereafter “PAGA”),
9 complains of Defendant VASQUEZ PRODUCE CORP. (“Defendant”) and each of them, as
10 follows:

11 **I.**

12 **INTRODUCTION**

13 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
14 382 and Labor Code §2699, *et seq.*, on behalf of Plaintiffs and a Proposed Class defined as:

15 All persons who are employed or have been employed as a non-
16 exempt employee by VASQUEZ PRODUCE CORP. in the State of
17 California since four (4) years prior to the filing of this action to the
18 present. (“Proposed Class”)

19 2. Plaintiffs and the Proposed Class worked for Defendant in or near Ventura
20 County, California as seasonal agricultural workers. Plaintiffs and the Proposed Class worked in
21 the cultivation and harvesting of celery, dill, and parsley, and doing other agricultural work on
22 land owned, leased, managed, and/or operated, harvested, or otherwise made productive by
23 Defendant. Plaintiffs and the Proposed Class were paid on an hourly basis and also earned a
24 piece rate for work picking crops.

25 3. From at least four (4) years prior to the filing of this action continuing to the
26 present, Defendant has had a consistent policy of failing to pay wages and/or overtime to all
27 Proposed Class Members at the appropriate rate. Plaintiffs and the Proposed Class were not
28 properly compensated for all hours worked because Defendant failed to pay Plaintiffs and the
Proposed Class for each and every hour worked. Plaintiffs and the Proposed Class were required

1 to routinely work “off the clock” and performed compensable activities before, during, and after
2 each working shift for which no pay was provided.

3 a. Plaintiffs and the Proposed Class were not paid at the proper corresponding
4 rate for all hours worked, including overtime. Plaintiffs and the Proposed
5 Class often worked a sixth consecutive day of work in a workweek, but
6 Defendant did not pay overtime for this sixth day. Instead of Defendant
7 paying Plaintiffs and the Proposed Class overtime for the 4-8 hours that they
8 worked on the sixth day, Plaintiffs and the Proposed Class were paid on a
9 piece rate basis. This resulted in Plaintiffs and the Proposed Class regularly
10 working in excess of eight hours in one workday and in excess of 40 hours in
11 one workweek and not being compensated at the appropriate overtime rate for
12 all hours worked.

13 b. With regard to pre-shift work, Plaintiffs and the Proposed Class are required
14 to report to work prior to their scheduled shift and perform work but are
15 routinely told by Defendant to wait anywhere before Plaintiffs and the
16 Proposed Class can begin their scheduled shifts. In addition, Plaintiffs and the
17 Proposed Class are required to walk fifteen (15) to twenty-five (25) minutes
18 every day from their cars to the field and spend time prepping materials and
19 boxes for the day of work, all of which is performed while “off the clock” and
20 no pay is provided. This required “off the clock” pre-shift work is performed
21 daily and Plaintiffs and the Proposed Class are not compensated for this wait
22 time or worked performed. During winter, Plaintiffs and the Proposed Class
23 are required to wait around one (1) to three (3) hours at least three times
24 during the season before they begin their scheduled shifts. Sometimes,
25 Plaintiffs and the Proposed Class are even sent back home after the waiting
26 time without pay. This required waiting time is not compensated by
27 Defendant. These activities and time are compensable, but Defendant fails to
28 pay Plaintiffs and the Proposed Class for this time worked.

- 1 c. In the middle of shifts, Defendant required Plaintiffs and the Proposed Class
2 to travel between fields once Plaintiffs and the Proposed Class are done
3 picking at one field. Plaintiffs and the Proposed Class are required to use their
4 own vehicles(s) to travel between fields per shift, at least once a month, but
5 potentially more during peak season. The time spent by Plaintiffs and the
6 Proposed Class to travel between fields varies from ten (10) minutes up to two
7 (2) hours, depending on what field they are traveling to. Plaintiffs and the
8 Proposed Class are not compensated for this travel time, nor are Plaintiffs and
9 the Proposed Class reimbursed for their use of their personal vehicle to
10 perform required work.
- 11 d. With regard to post-shift work, at the end of each working shift, Plaintiffs and
12 the Proposed Class are instructed by the foreman to continue working to finish
13 their boxes and wait for the foreman to count the boxes manually before they
14 could be dismissed. Plaintiffs and the Proposed Class worked from
15 approximately ten (10) minutes to fifteen (15) minutes at least once a week
16 after the end of their shift in order to finish their boxes and wait for the
17 foreman to count the boxes. Additionally, after the foreman announces the last
18 boxes and the employees are finished cutting the vegetables, the employees
19 are required to carry their boxes to the truck. Packing and walking carrying
20 their boxes across the field to the truck could take up to one (1) hour every
21 day, and about one and a half (1 ½) hours depending on the weather. This time
22 spent finishing their boxes, waiting for the boxes to be counted, and returning
23 them to the truck was performed after being “clocked out” and as such,
24 Plaintiffs and the Proposed Class are not compensated for this time even
25 though this time is compensable.
- 26 e. Additionally, Defendant has had a consistent policy of failing to pay wages
27 and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of
28 pay. Plaintiffs and the Proposed Class were not properly compensated for all

1 hours worked over eight (8) hours in one day or forty (40) hours in one week.
2 Plaintiffs and the Proposed Class were not properly compensated for overtime
3 worked because Defendant failed to pay Plaintiffs and the Proposed Class for
4 all hours worked over 8 hours per day or 40 hours per week. Defendant failed
5 to pay travel time, include work performed off-the-clock, and failed to
6 compensate Plaintiffs and the Proposed Class for all hours worked.

7 4. From at least four (4) years prior to the filing of this action and continuing to the
8 present, Defendant has had a consistent policy of failing to inform Proposed Class members of
9 their right to take meal periods by way of a lawful policy and failing to provide Plaintiffs and the
10 Proposed Class members compliant meal periods, and failing to pay such employees one (1)
11 hour of pay at the employees' regular rate of compensation for each workday that the meal
12 period is not provided or provided after five (5) hours, as required by California state wage and
13 hour laws. Additionally, Defendant has a consistent policy of failing to pay meal period
14 premiums in compliance with California law.

15 5. For at least four (4) years prior to the filing of this action and continuing to the
16 present, Defendant has had a consistent policy of failing to inform Proposed Class members of
17 their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class
18 members within the State of California, including Plaintiffs, compliant rest periods. Defendant
19 has had a consistent policy of failing to provide all required rest periods of at least ten (10)
20 minutes per four (4) hours worked or major fraction thereof. Additionally, Defendant failed to
21 pay such employees one (1) hour of pay at the employee's regular rate of compensation for each
22 workday that a compliant rest period was not provided, as required by California state wage and
23 hour laws. Defendant has had a consistent policy of failing to pay rest period premiums in
24 violation of Labor Code § 226.7.

25 6. For at least four (4) years prior to the filing of this action and continuing to the
26 present, Defendant has failed to reimburse Plaintiffs and the Proposed Class for their tools and
27 mileage necessary to perform their job duties. The work performed by Plaintiffs and the
28 Proposed Class necessitated the use of special tools. The work performed by Plaintiffs and the

1 Proposed Class necessitated the use of tools such as, but not limited to, waterproof clothing,
2 gloves, knee pads, specialized knives, knife sharpeners, rubber boots, specialized belts, and
3 various other tools. Defendant fails to reimburse Plaintiffs and the Proposed Class for the costs
4 associated with purchasing and using these tools. Defendant also required Plaintiffs and the
5 Proposed Class to travel between fields to perform work tasks. Because Defendant did not
6 provide buses or other transportation to workers so that they could travel from field to field in the
7 middle of their shifts, Plaintiffs and the Proposed Class used their own vehicles to travel from
8 field to field. Defendant did not reimburse Plaintiffs and the Proposed Class for their vehicle use
9 for travel between Defendant's job sites during the course of a work shift, in violation of
10 California law.

11 7. For at least one (1) year prior to the filing of this action continuing to the present,
12 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
13 2001 and Labor Code § 226(a) by failing issue accurate itemized wage statements reporting all
14 applicable hourly rates in effect during the pay period, and the corresponding number of hours
15 worked at each hourly rate by the employee and failing to include the required information on the
16 itemized wage statements.

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

20 9. Plaintiffs, on behalf of themselves and all Proposed Class Members brings this
21 action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, and 2802;
22 Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11140, seeking unpaid
23 wages/overtime, meal and rest period penalties, unreimbursed expenses, accurate itemized wage
24 statements, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees
25 and costs.

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

11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to PAGA and continuing to the present, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in their PAGA notice letter (*see* Exhibit “1”), brings this representative action pursuant to Labor Code §2699, et seq. seeking penalties for Defendant’s failure to pay all wages and/or overtime, failure to provide lawful meal and rest periods, failure to provide accurate itemized wage statements, and failure to pay all wages due at the time of termination.

II.

JURISDICTION AND VENUE

12. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$35,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

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

14. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure § 395. Defendant operates within California and does business within Ventura 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 Ventura.

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

1 require substantial post judgment judicial supervision.

2 16. Plaintiffs file this amended complaint adding a claim for penalties under Labor
3 Code §2699, *et seq.* as a matter of right. (*see* Labor Code § 2699.3(a)(2)(C)).

4 **III.**

5 **PARTIES**

6 **A. PLAINTIFFS**

7 17. Plaintiffs VERONICA GARCIA RODRIGUEZ; YOHANA ESMERALDA
8 SARAVIA RODRIGUEZ; MARIA DE JESUS FUERTE RANGEL are residents of California.

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

- 10 a. Work without being paid for all hours at the appropriate overtime rate;
- 11 b. Work without being paid for all hours worked;
- 12 c. Work without being provided compliant meal periods;
- 13 d. Work without being provided compliant rest periods;
- 14 e. Work without being reimbursed for necessary tools and equipment and
15 using personal vehicles for work related purposes;
- 16 f. Work without Defendant providing accurate itemized wage statements;

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

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

21 21. Plaintiffs and all aggrieved employees as defined in their notice letter to the LWDA
22 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (*see* Labor Code
23 §2699(c).)

24 **B. DEFENDANTS**

25 22. Defendant VASQUEZ PRODUCE CORP. is believed to be a California
26 corporation operating within the State of California. Defendant’s corporate address is believed to
27 be 2530 Geronimo Dr., Oxnard, CA 93033. Upon information and belief, Defendant employed
28 Plaintiffs and similarly situated persons as hourly employees within California. Defendant has

done and does business throughout the State of California.

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

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

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

IV.

FACTUAL BACKGROUND

26. Plaintiffs and the Proposed Class are, and at all times pertinent hereto, have been classified as non-exempt employees by Defendant. Plaintiffs and the Proposed Class were paid on an hourly basis and also earned a piece rate for work picking crops.

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

28. On a regular and consistent basis, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and all Proposed Class Members at the appropriate rate

as follows:

- a. Plaintiffs and the Proposed Class were not paid at the proper corresponding rate for all hours worked, including overtime. Plaintiffs and the Proposed Class often worked a sixth consecutive day of work in a workweek, but Defendant did not pay overtime for this sixth day. Instead of Defendant paying Plaintiffs and the Proposed Class overtime for the 4-8 hours that they worked on the sixth day, Plaintiffs and the Proposed Class were paid on a piece rate basis. This resulted in Plaintiffs and the Proposed Class regularly working in excess of eight hours in one workday and in excess of 40 hours in one workweek and not being compensated at the appropriate overtime rate for all hours worked.
- b. With regard to pre-shift work, Plaintiffs and the Proposed Class are required to report to work prior to their scheduled shift and perform work but are routinely told by Defendant to wait anywhere before Plaintiffs and the Proposed Class can begin their scheduled shifts. In addition, Plaintiffs and the Proposed Class are required to walk fifteen (15) to twenty-five (25) minutes every day from their cars to the field and spend time prepping materials and boxes for the day of work, all of which is performed while “off the clock” and no pay is provided. This required “off the clock” pre-shift work is performed daily and Plaintiffs and the Proposed Class are not compensated for this wait time or worked performed. During winter, Plaintiffs and the Proposed Class are required to wait around one (1) to three (3) hours at least three times during the season before they begin their scheduled shifts. Sometimes, Plaintiffs and the Proposed Class are even sent back home after the waiting time without pay. This required waiting time is not compensated by Defendant. These activities and time are compensable, but Defendant fails to pay Plaintiffs and the Proposed Class for this time worked.

- 1 c. In the middle of shifts, Defendant required Plaintiffs and the Proposed Class
2 to travel between fields once Plaintiffs and the Proposed Class are done
3 picking at one field. Plaintiffs and the Proposed Class are required to use their
4 own vehicles(s) to travel between fields per shift, at least once a month, but
5 potentially more during peak season. The time spent by Plaintiffs and the
6 Proposed Class to travel between fields varies from ten (10) minutes up to two
7 (2) hours, depending on what field they are traveling to. Plaintiffs and the
8 Proposed Class are not compensated for this travel time, nor are Plaintiffs and
9 the Proposed Class reimbursed for their use of their personal vehicle to
10 perform required work.
- 11 d. With regard to post-shift work, at the end of each working shift, Plaintiffs and
12 the Proposed Class are instructed by the foreman to continue working to finish
13 their boxes and wait for the foreman to count the boxes manually before they
14 could be dismissed. Plaintiffs and the Proposed Class worked from
15 approximately ten (10) minutes to fifteen (15) minutes at least once a week
16 after the end of their shift in order to finish their boxes and wait for the
17 foreman to count the boxes. Additionally, after the foreman announces the last
18 boxes and the employees are finished cutting the vegetables, the employees
19 are required to carry their boxes to the truck. Packing and walking carrying
20 their boxes across the field to the truck could take up to one (1) hour every
21 day, and about one and a half (1 ½) hours depending on the weather. This time
22 spent finishing their boxes, waiting for the boxes to be counted, and returning
23 them to the truck was performed after being “clocked out” and as such,
24 Plaintiffs and the Proposed Class are not compensated for this time even
25 though this time is compensable.
- 26 e. Additionally, Defendant has had a consistent policy of failing to pay wages
27 and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of
28 pay. Plaintiffs and the Proposed Class were not properly compensated for all

hours worked over eight (8) hours in one day or forty (40) hours in one week. Plaintiffs and the Proposed Class were not properly compensated for overtime worked because Defendant failed to pay Plaintiffs and the Proposed Class for all hours worked over 8 hours per day or 40 hours per week. Defendant failed to pay travel time, include work performed off-the-clock, and failed to compensate Plaintiffs and the Proposed Class for all hours worked.

29. On a regular and consistent basis, Defendant has had a consistent policy of failing to inform Proposed Class members of their right to take meal periods by way of a lawful policy and failing to provide Plaintiffs and the Proposed Class members compliant meal periods, and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period is not provided or provided after five (5) hours, as required by California state wage and hour laws. Additionally, Defendant has had a consistent policy of failing to pay meal period premiums in compliance with California law.

30. On a regular and consistent basis, Defendant has had a consistent policy of failing to inform Proposed Class members of their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class members within the State of California, including Plaintiffs, compliant rest periods. Defendant has had a consistent policy of failing to provide all required rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof. Additionally, Defendant failed to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that a compliant rest period was not provided, as required by California state wage and hour laws. Defendant has had a consistent policy of failing to pay rest period premiums in violation of Labor Code §§ 226.7 and 512.

31. For at least four (4) years prior to the filing of this action and continuing to the present, Defendant has failed to reimburse Plaintiffs and the Proposed Class for their tools and mileage necessary to perform their job duties. The work performed by Plaintiffs and the Proposed Class necessitated the use of special tools. Defendant fails to reimburse Plaintiffs and the Proposed Class for the costs associated with purchasing and using these tools. Defendant also required Plaintiffs and the Proposed Class to travel between fields to perform work tasks.

1 Because Defendant did not provide buses or other transportation to workers so that they could
2 travel from field to field in the middle of their shifts, Plaintiffs and the Proposed Class used their
3 own vehicles to travel from field to field. Defendant did not reimburse Plaintiffs and the
4 Proposed Class for their vehicle use for travel between Defendant's job sites during the course of
5 a work shift, in violation of California law.

6 32. For at least one (1) year prior to the filing of this action continuing to the present,
7 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
8 2001 and Labor Code § 226(a) by failing issue accurate itemized wage statements reporting all
9 applicable hourly rates in effect during the pay period, and the corresponding number of hours
10 worked at each hourly rate by the employee and failing to include the required information on
11 the itemized wage statements.

12 33. Defendant willfully failed to pay wages and compensation, when Plaintiffs and all
13 Proposed Class Members quit or were discharged. This failure was willful, without legal
14 justification, and interfered with Plaintiffs' and Class Members' rights.

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

16 **V.**

17 **CLASS ACTION ALLEGATIONS**

18 35. Plaintiffs bring this action on behalf of themselves and all others similarly situated
19 as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiffs seek to represent a
20 proposed class composed of and defined as follows:

21 All persons who are employed or have been employed as a non-
22 exempt employee by VASQUEZ PRODUCE CORP. in the State of
23 California since four (4) years prior to the filing of this action to the
24 present. ("Proposed Class")

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

28 37. This action has been brought and may properly be maintained as a class action
under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined

community of interest in the litigation and the Proposed Classes are easily ascertainable.

A. NUMEROSITY

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

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

B. COMMONALITY

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

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

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

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

d. Whether Defendants violated Labor Code § 2802 and/or Wage Order 14-2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the

1 cost of tools and using their own vehicles to perform required work;

2 e. Whether Defendant violated Labor Code § 226(a) and Wage Order 14-2001
3 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11140 by failing by
4 failing to provide an accurate itemized wage statements that accurately report the total hours
5 worked and the applicable rates, including meal/rest period premiums, for Plaintiffs and the
6 members of the Proposed Class;

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

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

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

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

16 **C. TYPICALITY**

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

21 **D. ADEQUACY OF REPRESENTATION**

22 42. Plaintiffs will fairly and adequately represent and protect the interests of the
23 members of the proposed Class.

24 43. Counsel who represent Plaintiffs and the Proposed Class are competent and
25 experienced in litigating large employment class actions.

26 **E. SUPERIORITY OF CLASS ACTION**

27 44. A class action is superior to other available means for the fair and efficient
28 adjudication of this controversy. Individual joinder of all Proposed Class Members is not

1 practicable, and questions of law and fact common to the Proposed Class predominate over any
2 questions affecting only individual members of the Proposed Class. Each member of the Proposed
3 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or
4 practice of failing to pay all wages due, failing to provide meal and rest periods, failing to
5 reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all
6 wages upon resignation or termination.

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

11 **VI.**

12 **FIRST CAUSE OF ACTION**

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

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

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

16 46. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
17 by reference all previous paragraphs.

18 47. Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes
19 require an employer to compensate its employees at the minimum wage rate for all hours worked
20 and at a rate of no less than one and one-half times the regular rate of pay for any work in excess
21 of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work
22 in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular
23 rate of pay. California law also requires that any compensation must be included in the regular rate
24 of pay for the purposes of determining correct overtime rates.

25 48. Here, Defendant has had a consistent policy of failing to pay wages and/or
26 overtime to all Proposed Class Members at the appropriate rate. Plaintiffs and the Proposed
27 Class were not properly compensated for all hours worked because Defendant failed to pay
28 Plaintiffs and the Proposed Class for each and every hour worked. Plaintiffs and the Proposed

1 Class were required to routinely work “off the clock” and performed compensable activities
2 before, during, and after each working shift for which no pay was provided.

3 a. Plaintiffs and the Proposed Class were not paid at the proper corresponding
4 rate for all hours worked, including overtime. Plaintiffs and the Proposed
5 Class often worked a sixth consecutive day of work in a workweek, but
6 Defendant did not pay overtime for this sixth day. Instead of Defendant
7 paying Plaintiffs and the Proposed Class overtime for the 4-8 hours that they
8 worked on the sixth day, Plaintiffs and the Proposed Class were paid on a
9 piece rate basis. This resulted in Plaintiffs and the Proposed Class regularly
10 working in excess of eight hours in one workday and in excess of 40 hours in
11 one workweek and not being compensated at the appropriate overtime rate for
12 all hours worked.

13 b. With regard to pre-shift work, Plaintiffs and the Proposed Class are required
14 to report to work prior to their scheduled shift and perform work but are
15 routinely told by Defendant to wait anywhere before Plaintiffs and the
16 Proposed Class can begin their scheduled shifts. In addition, Plaintiffs and the
17 Proposed Class are required to walk fifteen (15) to twenty-five (25) minutes
18 every day from their cars to the field and spend time prepping materials and
19 boxes for the day of work, all of which is performed while “off the clock” and
20 no pay is provided. This required “off the clock” pre-shift work is performed
21 daily and Plaintiffs and the Proposed Class are not compensated for this wait
22 time or worked performed. During winter, Plaintiffs and the Proposed Class
23 are required to wait around one (1) to three (3) hours at least three times
24 during the season before they begin their scheduled shifts. Sometimes,
25 Plaintiffs and the Proposed Class are even sent back home after the waiting
26 time without pay. This required waiting time is not compensated by
27 Defendant. These activities and time are compensable, but Defendant fails to
28 pay Plaintiffs and the Proposed Class for this time worked.

- 1 c. In the middle of shifts, Defendant required Plaintiffs and the Proposed Class
2 to travel between fields once Plaintiffs and the Proposed Class are done
3 picking at one field. Plaintiffs and the Proposed Class are required to use their
4 own vehicles(s) to travel between fields per shift, at least once a month, but
5 potentially more during peak season. The time spent by Plaintiffs and the
6 Proposed Class to travel between fields varies from ten (10) minutes up to two
7 (2) hours, depending on what field they are traveling to. Plaintiffs and the
8 Proposed Class are not compensated for this travel time, nor are Plaintiffs and
9 the Proposed Class reimbursed for their use of their personal vehicle to
10 perform required work.
- 11 d. With regard to post-shift work, at the end of each working shift, Plaintiffs and
12 the Proposed Class are instructed by the foreman to continue working to finish
13 their boxes and wait for the foreman to count the boxes manually before they
14 could be dismissed. Plaintiffs and the Proposed Class worked from
15 approximately ten (10) minutes to fifteen (15) minutes at least once a week
16 after the end of their shift in order to finish their boxes and wait for the
17 foreman to count the boxes. Additionally, after the foreman announces the last
18 boxes and the employees are finished cutting the vegetables, the employees
19 are required to carry their boxes to the truck. Packing and walking carrying
20 their boxes across the field to the truck could take up to one (1) hour every
21 day, and about one and a half (1 ½) hours depending on the weather. This time
22 spent finishing their boxes, waiting for the boxes to be counted, and returning
23 them to the truck was performed after being “clocked out” and as such,
24 Plaintiffs and the Proposed Class are not compensated for this time even
25 though this time is compensable.
- 26 e. Additionally, Defendant has had a consistent policy of failing to pay wages
27 and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of
28 pay. Plaintiffs and the Proposed Class were not properly compensated for all

1 hours worked over eight (8) hours in one day or forty (40) hours in one week.

2 Plaintiffs and the Proposed Class were not properly compensated for overtime
3 worked because Defendant failed to pay Plaintiffs and the Proposed Class for
4 all hours worked over 8 hours per day or 40 hours per week.

5 49. Defendant failed to pay travel time, include work performed off-the-clock, and
6 failed to compensate Plaintiffs and the Proposed Class for all hours worked

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

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

15 **VII.**

16 **SECOND CAUSE OF ACTION**

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

18 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

19 **LABOR CODE § 226.7 AND LABOR CODE § 512**

20 52. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
21 by reference all previous paragraphs.

22 53. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
23 compensation for each meal period the employer fails to provide. Employees are entitled to a first
24 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
25 first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts
26 over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after
27 no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiffs
28 and the Proposed Class of these rights.

54. Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal periods; and (2) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided.

55. Between May and September, Plaintiffs and the Proposed Class take a late first meal period due to the peak season. Defendant requires Plaintiffs and the Proposed Class to complete the minimum order before they can take their first break. Additionally, on Fridays, Defendant will interrupt Plaintiffs and the Proposed Class on their break by distributing their paychecks. Also, Plaintiffs and the Proposed Class are interrupted at least once a month during their meal breaks to get Plaintiffs and the Proposed Class to move to another field.

56. Plaintiffs and the Proposed Class are not provided with a second meal period, despite working up to twelve (12) hours a day.

57. Defendant has had a consistent policy of failing to pay Plaintiffs and the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each workday that all required meal periods were not provided, as required by California state wage and hour laws. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of bonus pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those bonus payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee's base hourly rate. Defendant has had a consistent policy of failing to pay meal period premiums in compliance with California law.

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

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VIII.

THIRD CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO ALLOW REST PERIODS PURSUANT TO

LABOR CODE § 226.7

59. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate by reference all previous paragraphs.

60. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant failed to maintain a policy informing Plaintiffs and the Proposed Class of this right.

61. Defendant failed to appraise Plaintiffs and the Proposed Class of their rights associated with rest periods and failed to provide all required ten (10) minute rest periods. Plaintiffs and the Proposed Class also did not receive a second rest period despite Defendant regularly requiring Plaintiffs and the Proposed Class to work over six (6) hours. Also, Plaintiffs and the Proposed Class did not receive a third rest period despite Defendant regularly requiring Plaintiffs and the Proposed Class to work over ten (10) hours.

62. In addition, Plaintiffs and the Proposed Class were not compensated with one (1) hour of wages for each compliant rest period not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Defendant has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

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

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1 **IX.**

2 **FOURTH CAUSE OF ACTION**

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

4 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

5 **LABOR CODE § 2802**

6 64. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
7 by reference all previous paragraphs.

8 65. Labor Code § 2802 requires employers to indemnify employees for all necessary
9 expenditures incurred by employees in the discharge of their duties.

10 66. Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of
11 using their personal tools for business related purposes.

12 67. Defendant requires Plaintiffs and the Proposed Class to purchase a variety of tools
13 in order to perform their work adequately. These tools/equipment include: (1) a waterproof rain
14 pant - \$50.00 per season; (2) gloves - \$15.00 every two weeks; (3) knee pads - \$17.00 per season;
15 (4) specialized knives – at least two to three, each \$12.00, every month; (5) a knife sharpener -
16 \$5.00 per season; (6) rubber boots - \$50.00 per season; (7) a specialized belt for harvesting
17 vegetables - \$12.00 per season. None of these tools are provided by Defendant. Defendants fail to
18 reimburse Plaintiffs and the Proposed Class for the costs associated with purchasing and using
19 these tools/equipment.

20 68. Defendant also required Plaintiffs and the Proposed Class to travel between fields
21 to perform work tasks. Because Defendant did not provide buses or other transportation to workers
22 so that they could travel from field to field in the middle of their shifts, Plaintiffs and the Proposed
23 Class used their own vehicles to travel from field to field. Defendant did not reimburse Plaintiffs
24 and the Proposed Class for their vehicle use for travel between Defendant's job sites during the
25 course of a work shift, in violation of California law.

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

1 X.

2 FIFTH CAUSE OF ACTION

3 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

4 VIOLATION OF LABOR CODE § 226(A)

5 70. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
6 by reference all previous paragraphs.

7 71. Labor Code § 226(a) requires that every employer shall, semimonthly or at the time
8 of each payment of wages, furnish each of his or her employees, an accurate itemized statement in
9 writing showing all applicable hourly rates in effect during the pay period, the corresponding
10 number of hours worked at each hourly rate by the employee. (Labor Code §§ 226(a)(2), and (9).)

11 72. As a result of Defendant's failure to pay wages as described above, Defendant has
12 failed to include the appropriate rates of pay and the accurate hours worked on itemized wage
13 statements for Plaintiffs and the Proposed Class.

14 73. Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the
15 time of each payment of wages, furnish each of his or her employees, an accurate itemized
16 statement in writing showing the total hours worked by the employee. Plaintiffs and the Proposed
17 Class are issued wage statements that do not include the total hours worked by the employee.

18 74. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the
19 time of each payment of wages, furnish each of his or her employees, an accurate itemized
20 statement in writing showing all applicable hourly rates in effect during the pay period and the
21 corresponding number of hours worked at each hourly rate by the employee. Plaintiffs and the
22 Proposed Class are issued wage statements that do not include all applicable hourly rates in effect
23 during the pay period and the corresponding number of hours worked at each hourly rate by the
24 employee.

25 75. Defendant's failure to provide accurate itemized wages statements according to
26 Labor Code § 226(a) was all done on a regular and consistent basis.

27 76. An employee suffering injury as a result of a knowing and intentional failure by an
28 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual

1 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
2 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
3 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
4 reasonable attorneys' fees.

5 **XI.**

6 **SIXTH CAUSE OF ACTION**

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

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

9 77. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
10 by reference all previous paragraphs.

11 78. Numerous members of the Proposed Class including the Plaintiffs are no longer
12 employed by Defendant. They were either fired, quit Defendant's employ, or were seasonally laid
13 off.

14 79. Defendant's failure to pay wages, as alleged above was willful in that Defendant
15 knew wages to be due but failed to pay them, thus entitling Plaintiffs and the Proposed Class to
16 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
17 penalty until paid for a period of up to thirty (30) days from the time they were due. Such waiting
18 time penalties apply and accrue even where employees are seasonal laid off, but subsequently
19 recalled, with each seasonal lay off requiring full payment of wages due.

20 80. Defendant has failed to pay Plaintiffs and others a sum certain at the time of
21 termination, seasonal lay off, or within seventy-two (72) hours of their resignation, and have failed
22 to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203,
23 Plaintiffs and the Proposed Class are entitled to a penalty in the amount of Plaintiffs' and the
24 Proposed Class Members' daily wage multiplied by thirty (30) days.

25 ///

26 ///

27 ///

28 ///

1 **XII.**

2 **SEVENTH CAUSE OF ACTION**

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

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

5 81. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
6 by reference all previous paragraphs.

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

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

16 84. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
17 practices.

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

25 86. Defendant has violated statutes and public policies as alleged herein. Through the
26 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
27 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
28 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiffs,

1 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
2 guaranteed to all employees under law.

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

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

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

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

17 **XIII.**

18 **EIGHTH CAUSE OF ACTION**

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

20 91. Plaintiffs, on behalf of themselves and all aggrieved employees, reallege and
21 incorporate by reference all previous paragraphs.

22 92. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs
23 seek penalties under Labor Code §2699, *et seq.* use of Defendant's violation of Labor Code §§
24 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 14-2001; and
25 California Code of Regulations, Title 8, Section 11140, which call for civil penalties.

26 93. Plaintiffs bring this representative action on behalf of themselves and the State of
27 California as well as on behalf of a group of aggrieved employees defined as: all persons who are
28 employed or have been employed as a non-exempt employee by Vasquez Produce Corp., in the

1 State of California since May 22, 2024 and continuing to the present. (“aggrieved employees”).

2 94. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code §
3 2699, *et seq.* because of Defendant’s violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510,
4 512, 1194, 1194.2, 1199, and 2802, and Wage Order 14-2001, which call for civil penalties.

5 95. For each such penalty, Plaintiffs and the aggrieved employees are entitled to
6 penalties in an amount to be shown at trial, subject to the following formula:

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

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

9 96. These penalties shall be allocated seventy-five percent (75%) to the LWDA and
10 twenty-five percent (25%) to the affected employees.

11 97. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the
12 LWDA¹ and mailed a letter by certified mail to each of the Defendant’s entity address, as
13 proscribed by the Code on May 22, 2025, describing Defendant’s conduct in violation of Labor
14 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, and IWC Wage
15 Order 14-2001. (*see* Exhibit “1.”) Plaintiffs obtained an e-filing confirmation from the LWDA
16 confirming receipt of the notice (*see* Exhibit “2”).

17 98. As no letter evidencing the LWDA’s intention to investigate was received by
18 Plaintiffs’ Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil
19 action as though the LWDA had not chosen to investigate pursuant to Labor Code
20 §2699.3(a)(2)(A).

21 99. Plaintiffs will also provide the LWDA with a filed-stamped copy of the First
22 Amended Class and Representative Action Complaint immediately.

23 **RELIEF REQUESTED**

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

25 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid
26 to Plaintiffs and each Proposed Class Member from at least four (4) years prior to the filing of this

27 ¹ Plaintiffs 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 action to the present as may be proven;

2 2. For compensatory damages in the amount of Plaintiffs' and each Proposed Class
3 Members' hourly wage for each rest period and/or meal period missed or taken late from at least
4 four (4) years prior to the filing of this action to the present as may be proven;

5 3. For compensatory damages in the amount of Plaintiffs' and each Proposed Class
6 Members' unreimbursed out of pocket expenses as a requirement of employment;

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

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

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

14 7. An order enjoining Defendant and its agents, servants, and employees, and all
15 persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or
16 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon
17 termination/resignation pursuant to Labor Code §§ c, and IWC 14-2001;

18 8. For restitution for unfair competition pursuant to Business & Professions Code
19 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

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

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

24 11. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
25 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, 2802;

26 12. An award providing for payment of costs of suit;

27 13. An award of attorneys' fees; and

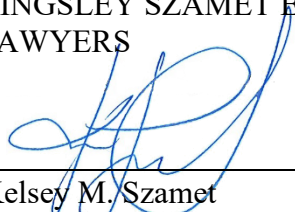
28 14. Such other and further relief as this Court may deem proper and just.

DEMAND FOR JURY TRIAL

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

DATED: September 17, 2025

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

By: 

Kelsey M. Szamet
Attorneys for Plaintiffs and the Proposed Class

EXHIBIT "1"



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May 22, 2025

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

Vasquez Produce Corp.
2530 Geronimo Dr.
Oxnard, CA 93033
Via Certified Mailing # 9589 0710 5270 1148 9684 33

Re: Veronica Garcia Rodriguez; Yohana Esmeralda Saravia Rodriguez; Maria De
Jesus Fuerte Rangel v. Vasquez Produce Corp.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Veronica Garcia Rodriguez aka Veronica D Garcia aka Veronica Garcia; Yohana Esmeralda Saravia Rodriguez aka Yohana Saravia aka Yohana E Saravia aka Yohana E Saravia Rodriguez aka Yohana Joanna Esmeralda Saravia; Maria De Jesus Fuerte Rangel aka Maria Fuerte aka Maria de Jesus Fuerte aka Virginia Villafano aka Virginia Fuerte (“Plaintiffs”) and a proposed group of current and former employees working for Vasquez Produce Corp. (“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 persons who are employed or have been employed as a non-exempt employee by Vasquez Produce Corp., in the State of California since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Plaintiffs and the aggrieved employees worked for Defendant in or near Ventura County, California as seasonal agricultural workers. Plaintiffs and the aggrieved employees worked in the cultivation and harvesting of celery, dill, and parsley, and doing other agricultural work on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Defendant.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

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Plaintiffs and the aggrieved employees were paid on an hourly basis and also earned a piece rate for work picking crops.

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. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the *regular rate of pay*. California law also requires that any compensation must be included in the regular rate of pay for the purposes of determining correct overtime rates.

Here, Plaintiffs and the aggrieved employees were not paid at the proper corresponding rate for all hours worked, including overtime. Plaintiffs and the aggrieved employees often worked a sixth consecutive day of work in a workweek, but Defendant did not pay overtime for this sixth day. Instead of Defendant paying Plaintiffs and the aggrieved employees overtime for the 4-8 hours that they worked on the sixth day, Plaintiffs and the aggrieved employees were paid on a piece rate basis. This resulted in Plaintiffs and the aggrieved employees regularly working in excess of eight hours in one workday and in excess of 40 hours in one workweek and not being compensated at the appropriate overtime rate for all hours worked.

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 the 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, during, and after each working shift for which no pay was provided as detailed below.

With regard to pre-shift work, Plaintiffs and the aggrieved employees are required to report to work prior to their scheduled shift and perform work but are routinely told by Defendant to wait anywhere before Plaintiffs and the aggrieved employees can begin their scheduled shifts. In addition, Plaintiffs and the aggrieved employees are required to walk fifteen (15) to twenty-five (25) minutes every day from their cars to the field and spend time prepping materials and boxes for the day of work, all of which is performed while “off the clock” and no pay is provided. This required “off the clock” pre-shift work is performed daily and Plaintiffs and the aggrieved employees are not compensated for this wait time or worked performed. During winter, Plaintiffs and the aggrieved employees are required to wait around one (1) to three (3) hours at least three times during the season before they begin their scheduled shifts. Sometimes, Plaintiffs and the aggrieved employees are even sent back home after the waiting time without pay. This required waiting time is not compensated by Defendant. These activities and time are compensable, but Defendant fails to pay Plaintiffs and the aggrieved employees for this time worked.

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California Labor Code §2699 Penalties

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In the middle of shifts, Defendant required Plaintiffs and the aggrieved employees to travel between fields once Plaintiffs and the aggrieved employees are done picking at one field. Plaintiffs and the aggrieved employees are required to use their own vehicles(s) to travel between fields per shift, at least once a month, but potentially more during peak season. The time spent by Plaintiffs and the aggrieved employees to travel between fields varies from ten (10) minutes up to two (2) hours, depending on what field they are traveling to. Plaintiffs and the aggrieved employees are not compensated for this travel time, nor are Plaintiffs and the aggrieved employees reimbursed for their use of their personal vehicle to perform required work.

With regard to post-shift work, at the end of each working shift, Plaintiffs and the aggrieved employees are instructed by the foreman to continue working to finish their boxes and wait for the foreman to count the boxes manually before they could be dismissed. Plaintiffs and the aggrieved employees worked from approximately ten (10) minutes to fifteen (15) minutes at least once a week after the end of their shift in order to finish their boxes and wait for the foreman to count the boxes. Additionally, after the foreman announces the last boxes and the employees are finished cutting the vegetables, the employees are required to carry their boxes to the truck. Packing and walking carrying their boxes across the field to the truck could take up to one (1) hour every day, and about one and a half (1 ½) hours depending on the weather. This time spent finishing their boxes, waiting for the boxes to be counted, and returning them to the truck was performed after being “clocked out” and as such, Plaintiffs and the aggrieved employees are not compensated for this time even though this time is compensable.

Additionally, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and the aggrieved employees at the appropriate rate of pay. 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 the aggrieved employees were not properly compensated for overtime worked because Defendant failed to pay Plaintiffs and the aggrieved employees for all hours worked over 8 hours per day or 40 hours per week. Defendant failed to pay travel time, include work performed off-the-clock, and failed to compensate Plaintiffs and the aggrieved employees for all hours worked.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. Likewise, the Wage Orders (14-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the

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May 22, 2025

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employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendant failed to apprise Plaintiffs and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendant has had a consistent policy of: (1) failing to provide Plaintiffs and the aggrieved employees compliant meal periods; and (2) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Between May and September, Plaintiffs and the aggrieved employees take a late first meal period due to the peak season. Defendant requires Plaintiffs and the aggrieved employees to complete the minimum order before they can take their first break. Additionally, on Fridays, Defendant will interrupt Plaintiffs and the aggrieved employees on their break by distributing their paychecks. Also, Plaintiffs and the aggrieved employees are interrupted at least once a month during their meal breaks to get Plaintiffs and the aggrieved employees to move to another field. Plaintiffs and the aggrieved employees are not provided with a second meal period, despite working up to twelve (12) hours a day.

On July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an Employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendants have had a consistent policy of failing to pay meal period premiums in compliance with California law.

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. Defendant failed to appraise Plaintiffs and the aggrieved employees of their rights associated with rest periods and failed to provide all required ten (10) minute rest periods. Plaintiffs and the aggrieved employees also did not receive a second rest period despite Defendant regularly requiring Plaintiffs and the aggrieved employees to work over six (6) hours. Also, Plaintiffs and the aggrieved employees did not receive a third rest period despite Defendant regularly requiring Plaintiffs and the aggrieved employees to work over ten (10) hours. In addition, Plaintiffs and the aggrieved employees were not compensated with one (1) hour of wages for each compliant rest period not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Defendants have had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for

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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 tools for business related purposes. Defendant requires Plaintiffs and the aggrieved employees to purchase a variety of tools in order to perform their work adequately. These tools/equipment include: (1) a waterproof rain pant - \$50.00 per season; (2) gloves - \$15.00 every two weeks; (3) knee pads - \$17.00 per season; (4) specialized knives – at least two to three, each \$12.00, every month; (5) a knife sharpener - \$5.00 per season; (6) rubber boots - \$50.00 per season; (7) a specialized belt for harvesting vegetables - \$12.00 per season. None of these tools are provided by Defendant. Defendants fail to reimburse Plaintiffs and the aggrieved employees for the costs associated with purchasing and using these tools/equipment.

Defendant also required Plaintiffs and all aggrieved employees to travel between fields to perform work tasks. Because Defendant did not provide buses or other transportation to workers so that they could travel from field to field in the middle of their shifts, Plaintiffs and the aggrieved employees used their own vehicles to travel from field to field. Defendant did not reimburse Plaintiffs and the aggrieved employees for their vehicle use for travel between Defendant's job sites during the course of a work shift, in violation of California law.

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

Also, Defendant issued to Plaintiffs 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 Plaintiffs and the aggrieved employees did not include the hours worked at each hourly rate.

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May 22, 2025

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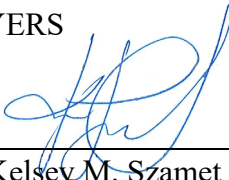
Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiffs and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ or upon each seasonal lay off. As such, Plaintiffs are aggrieved employees and Defendant failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination, seasonal lay off, 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. As such, Defendant failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination, seasonal lay off, 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 §§201, 202, and 203. (See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754, reh’g denied (June 13, 2018), review denied (Aug. 8, 2018), allowing named Plaintiffs to pursue PAGA penalties for violations not personally suffered. .). In cases involving seasonal layoffs due to the end of harvest seasons, courts have routinely found employees discharged from seasonal agricultural work are entitled to waiting time penalties for each seasonal layoff. See *Doe v. D.M. Camp & Sons*, No. CIV-F051417AWISMS, 2009 WL 921442, at *12 (E.D. Cal. Mar. 31, 2009) (citing *Smith v. Sup. Ct.*, 39 Cal.4th 77, 86 (2006)); *Valenzuela v. Giumarra Vineyards Corp.*, 614 F. Supp. 2d 1089, 1103 (E.D. Cal. 2009). This comports with the public policy that favors the full and prompt payment of earned wages. See, e.g., *Barnhill v. Robert Saunders & Co.* (1981) 125 Cal.App.3d 1, 7; *Mamika*, *supra*, 68 Cal.App.4th at 492.

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, 512, 1194, 1194.2, 1199, and 2802, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

By: 
Kelsey M. Szamet

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[KMS/tg]

Cc: 1. MARTINEZ AGUILASOCHO LAW, INC., P.O. Box 1998, , Bakersfield, CA93303

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 *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley Szamet Employm

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

Your Email Address *

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

818-990-8300

Your State *

California

Your Zip/Postal Code *

91436



Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Veronica Garcia Rodriguez

Plaintiff/Aggrieved Employee Occupation *

Farmworker

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Yohana Esmeralda Saravia Rodriguez

Plaintiff/Aggrieved Employee Occupation *

Farmworker

[Remove](#)

Plaintiff Information

[Remove](#)

Plaintiff/Aggrieved Employee Name *

Maria De Jesus Fuerte Rangel

Plaintiff/Aggrieved Employee Occupation *

Farmworker

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

Vasquez Produce Corp.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

2530 Geronimo Dr.

Employer City *

Oxnard

Employer State *

California ▼

Employer Zip/Postal Code *

93033



Employer Industry *

Agriculture ▼

Add additional defendants

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

Notice General Information

Estimated Number of Employees Impacted by Violations *

50

Notice Violations – Check All that Apply *

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

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

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

Filing Fee

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

IFP

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

Billing information**Billing First Name ***

Eric

Billing Last Name *

Kingsley

Billing Email *

service@kingsleykingsley.c

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type * ▼**Credit Card Number *****CVV Number *****Credit Card Expiration Month *** mm**Credit Card Expiration Year *** yyyy**Notice and Other Attachments****PAGA Claim Notice (must be a .pdf) *** PAGA Letter –...z Produce.pdf**Other Attachment – (if any) (must be a .pdf)** No file chosen

[Add Another Attachment](#)

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

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

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

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

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

[Click Here](#) to Search Case



Thank you for submission of your PAGA Case.

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Thu 5/22/2025 12:01 PM
To Service <service@kingsleylawyers.com>

External Email!

5/22/2025

LWDA Case No. LWDA-CM-1100579-25
Law Firm : Kingsley Szamet Employment Lawyers
Plaintiff Name : Veronica Garcia Rodriguez, Yohana Esmeralda Saravia Rodriguez, Maria De Jesus
Fuerte Rangel
Employer: Vasquez Produce Corp.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm



State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

From noreply@salesforce.com <noreply@salesforce.com>
on behalf of
LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Date Thu 5/22/2025 12:02 PM
To Service <service@kingsleylawyers.com>

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1100579-25

Order Number: ORD-000327306

Total:\$75.00

Card Type: [REDACTED]

Date: 5/22/2025

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436