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*Attorneys for Plaintiff Antonio de Jesus Galindo Ramirez,
Aggrieved Employee of Defendants,
on Behalf of the State of California's
Labor and Workforce Development Agency
for All Aggrieved Employees of Defendants*

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

ANTONIO DE JESUS GALINDO
RAMIREZ, Aggrieved Employee of
Defendants, on Behalf of the State of
California's Labor and Workforce
Development Agency for All Aggrieved
Employees of Defendants,

Plaintiff,

v.

PREMIER PACKING OF CALIFORNIA
INC., a California Corporation; CALIFORNIA
ARTICHOKE AND VEGETABLE
GROWERS CORPORATION DBA OCEAN
MIST FOODS, a California Corporation;
OCEAN MIST FOODS, LLC, a California
Limited Liability Company; OCEAN MIST
HARVESTING, LLC, California Limited
Liability Company; OCEAN MIST
ORGANIC, LLC, a California Limited
Liability Company; and DOES 1-100,
Inclusive,

Defendants.

Case No. 25CV004563

REPRESENTATIVE ACTION

COMPLAINT FOR:

**VIOLATION OF CALIFORNIA'S LABOR
CODE PRIVATE ATTORNEYS
GENERAL ACT OF 2004 (CAL. LAB.
CODE 2698, ET SEQ.)**

DEMAND FOR JURY TRIAL

1 Plaintiff ANTONIO DE JESUS GALINDO RAMIREZ (hereinafter, “Plaintiff”), who is an
2 aggrieved employee of Defendants PREMIER PACKING OF CALIFORNIA INC,
3 CALIFORNIA ARTICHOKE AND VEGETABLE GROWERS CORPORATION DBA OCEAN
4 MIST FOODS; OCEAN MIST FOODS, LLC, OCEAN MIST HARVESTING, LLC, OCEAN
5 MIST ORGANIC, INC., and DOES 1 through 100, inclusive, (collectively, “Defendants”), brings
6 this representative action as proxy for the State of California’s Labor and Workforce Development
7 Agency (“LWDA”) on behalf of all current and former aggrieved employees of Defendants in
8 California, and hereby alleges the following facts and claims against Defendants, and respectfully
9 request civil penalties, all other available relief, and a trial by jury of all issues and causes of
10 action so triable.

11 INTRODUCTION

12 1. Plaintiff brings this representative action as the proxy for the State of California’s
13 LWDA against Defendants for civil penalties pursuant to California’s Private Attorneys General
14 Act of 2004 (hereinafter, the “PAGA”), Labor Code section 2698, *et seq.*, resulting from
15 Defendants’ violations of “wage and hour” laws protective of Defendants’ aggrieved employees
16 under the California Labor Code and the Industrial Welfare Commission (“IWC”) Wage Orders.
17 The PAGA permits an aggrieved employee to bring a representative action as the State’s
18 designated proxy on behalf of himself and all other current and former non-exempt aggrieved
19 employees of an employer to recover civil penalties for violation of California’s Labor Code.

20 2. Defendants’ systematic pattern of Labor Code and IWC Wage Order violations
21 toward Plaintiff and other current and former aggrieved employees include, but are not limited to:

22 a. Failure to compensate for all hours worked in violation of Labor Code
23 sections 204, 1194, 1197, and 1198;

24 b. Failure to pay all overtime wages owed for time worked in violation of
25 Labor Code section 510;

26 c. Failure to provide meal periods and/or premium pay for non-compliant
27 meal periods in violation of Labor Code sections 226.7, 512, 558, 1198, and 1199 and Section 11
28 of the IWC Wage Order(s);

1 d. Failure to authorize and permit all paid rest periods and/or provide premium
2 pay for non-compliant rest periods in violation of Labor Code sections 226.7, 1197, 1198, and
3 1199, and Section 12 of the IWC Wage Order(s);

4 e. Failure to provide payment for sick leave in violation of Labor Code
5 sections 246, 248.2, 248.5;

6 f. Failure to indemnify for business expenses in violation of Labor Code
7 section 2802;

8 g. Failure to furnish accurate itemized wage statements in violation of Labor
9 Code section 226(a); and

10 h. Failure to timely pay all final wages owed upon separation of employment
11 in violation of Labor Code sections 201, 202, and 203.

12 **PARTIES**

13 3. Plaintiff ANTONIO DE JESUS GALINDO RAMIREZ is an individual over the
14 age of eighteen (18). Plaintiff is and, at all relevant times mentioned in this Complaint, was a
15 California citizen residing within Monterey County, California. Plaintiff was employed by
16 Defendants in California as an hourly paid, non-exempt employee from approximately January of
17 2023 through January 13, 2025 at various facilities owned and operated by Defendants in
18 California. At all relevant times herein, Plaintiff was an “employee” as that term is used in the
19 Labor Code. During the applicable statutory period, Plaintiff was subject to various policies,
20 procedures, and practices implemented by Defendants that, as alleged herein, were and are in
21 violation of the Labor Code.

22 4. Defendant PREMIER PACKING OF CALIFORNIA INC. is and at all relevant
23 times herein was a California corporation, having their principal place of business at 46167 Van
24 Buren Street, Indio CA 92201, and are the owners and operators of an industry, business and/or
25 facility licensed to do business and actually doing business in the State of California as a farm
26 labor contractor. Defendant PREMIER PACKING OF CALIFORNIA INC. is an “employer” as
27 the term is used in the Labor Code and IWC Wage Orders.

28 5. Defendant CALIFORNIA ARTICHOKE AND VEGETABLE GROWERS

1 CORPORATION DBA OCEAN MIST FOODS is and at all relevant times herein was a
2 California corporation, having its principal place of business at 10855 Ocean Mist Parkway,
3 Castroville, CA 95012, and is the owner and operator of an industry, business and/or facility
4 licensed to do business and actually doing business in the State of California as grower and
5 distributor of produce. Defendant CALIFORNIA ARTICHOKE AND VEGETABLE GROWERS
6 CORPORATION DBA OCEAN MIST FOODS is an “employer” as the term is used in the Labor
7 Code and IWC Wage Orders.

8 6. Defendant OCEAN MIST FOODS, LLC is and at all relevant times herein was a
9 California limited liability company, having its principal place of business at 10855 Ocean Mist
10 Parkway, Castroville, CA 95012, and is the owner and operator of an industry, business and/or
11 facility licensed to do business and actually doing business in the State of California as grower and
12 distributor of produce. Defendant OCEAN MIST FOODS, LLC is an “employer” as the term is
13 used in the Labor Code and IWC Wage Orders.

14 7. Defendant OCEAN MIST HARVESTING, LLC is and at all relevant times herein
15 was a California limited liability company, having its principal place of business at 10855 Ocean
16 Mist Parkway, Castroville, CA 95012, and is the owner and operator of an industry, business
17 and/or facility licensed to do business and actually doing business in the State of California as
18 grower and distributor of produce. Defendant OCEAN MIST HARVESTING, LLC. is an
19 “employer” as the term is used in the Labor Code and IWC Wage Orders.

20 8. Defendant OCEAN MIST ORGANIC, LLC is and at all relevant times herein was
21 a California limited liability company, having its principal place of business at 10855 Ocean Mist
22 Parkway, Castroville, CA 95012, and is the owner and operator of an industry, business and/or
23 facility licensed to do business and actually doing business in the State of California as grower and
24 distributor of produce. Defendant OCEAN MIST ORGANIC, LLC is an “employer” as the term is
25 used in the Labor Code and IWC Wage Orders

26 9. The Defendants sued by the fictitious names DOES 1 through 100, inclusive, are on
27 information and belief now, and/or at all times mentioned in this Complaint were licensed to do
28 business and/or actually doing business in California, including Monterey County, and each of the

1 fictitiously named Defendants are responsible for the conduct alleged in this Complaint. Plaintiff
2 does not know the true names or capacities, whether individual, partner or corporate, of DOES 1
3 through 100, inclusive and for that reason, DOES 1 through 100 are sued under such fictitious
4 names pursuant to California Code of Civil Procedure (“Code of Civil Procedure”) section 474.
5 Plaintiff will seek leave of court to amend this Complaint to allege such names and capacities as soon
6 as they are ascertained.

7 10. Defendants, and each of them, are now and/or at all times mentioned in this
8 Complaint were in some manner legally responsible for the events, happenings and circumstances
9 alleged in this Complaint.

10 11. Defendants, and each of them, proximately subjected Plaintiff to the unlawful
11 practices, wrongs, complaints, injuries and/or damages alleged in this Complaint.

12 12. Defendants, and each of them, are now and/or at all times mentioned herein were
13 the agents, servants and/or employees of some or all other Defendants, or vice-versa, and in doing
14 the things alleged in this Complaint, Defendants are now and/or at all times mentioned in this
15 Complaint were acting within the course and scope of that agency, servitude and/or employment.

16 13. Defendants, and each of them, are now and/or at all times mentioned in this
17 Complaint were members of and/or engaged in a joint venture, partnership and common
18 enterprise, and were acting within the course and scope of, and in pursuance of said joint venture,
19 partnership and common enterprise.

20 14. Defendants, and each of them, at all times mentioned in this Complaint concurred
21 and contributed to the various acts and omissions of each and every one of the other Defendants in
22 proximately causing the complaints, injuries and/or damages alleged in this Complaint.

23 15. Defendants, and each of them, at all times mentioned in this Complaint approved
24 of, condoned and/or otherwise ratified each and every one of the acts and/or omissions alleged in
25 this Complaint.

26 16. Defendants, and each of them, at all times mentioned in this Complaint aided and
27 abetted the acts and omissions of each and every one of the other Defendants thereby proximately
28 causing the damages alleged in this Complaint.

JURISDICTION AND VENUE

17. The California Superior Court has jurisdiction in this matter pursuant to California Constitution Article VI, Section 10, which grants the Superior Court “original jurisdiction in all causes except those given by statute to other trial courts.” The statutes under which this action is brought do not specify any other specific basis for jurisdiction.

18. The California Superior Court also has jurisdiction in this matter because both the individual and aggregate monetary damages and restitution sought herein exceed the minimal jurisdictional limits of the Superior Court and will be established at trial, according to proof.

19. The California Superior Court also has jurisdiction over Defendants because they are corporations and/or entities and/or persons with sufficient minimum contacts in California, are citizens of California, or otherwise intentionally availed themselves of the California market so as to render the exercise of jurisdiction over them by the California courts consistent with traditional notions of fair play and substantial justice. There is no federal question at issue as the issues herein are based solely on California statutes and law, including the Labor Code. Thus, this Court maintains appropriate jurisdiction to hear this matter.

20. Venue is proper in the Superior Court of California for the County of Monterey, pursuant to Code of Civil Procedure section 395(a) and Code of Civil Procedure section 395.5 in that liability arose in Monterey County because at least some of the acts and omissions that are the subject matter of this Complaint occurred therein and/or each Defendant either is found, maintains offices, transacts business, exists, and/or has an agent in Monterey County.

FACTUAL ALLEGATIONS

21. During the applicable statutory period, Defendants employed Plaintiff as an hourly paid, non-exempt employee from approximately January of 2023 through January 13, 2025.

22. During the relevant statutory period, Defendants failed to pay Plaintiff for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week. For example, Plaintiff did not have any means to clock in or out of his shifts. Rather, the supervisor would write down the hours worked by Plaintiff. Plaintiff was required to park his car and walk 10-20 minutes before reaching the “clock in” area, where he would meet his supervisor.

1 Once Plaintiff reached the “clock in” area, he would have to wait an additional 10 minutes of
2 uncompensated time for the supervisor to complete roll call. If Plaintiff worked over 8 hours or his
3 walk time to and from the supervisor went over 8 hours, he was only paid 8 hours. In addition,
4 Plaintiff was sometimes required to work at two locations in one day but was not compensated for
5 the travel time between facilities. As such, Plaintiff was not paid for all time under which he was
6 subject to the control of Defendants.

7 23. During the relevant statutory period, Defendants further failed to pay Plaintiff for
8 all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a
9 week due to Defendants’ policy and practice of rounding the time worked by Plaintiff in
10 Defendants’ favor such that Plaintiff not paid for all time actually worked. As mentioned in the
11 preceding paragraph, the supervisors on site write down the hours worked by employees.
12 However, the supervisors, round all hours to the quarter hour, irrespective of what time the
13 employees actually work. As such, Plaintiff was not paid for all time under which he was subject
14 to the control of Defendants.

15 24. During the relevant statutory period, Defendants failed and fail to provide Plaintiff
16 with compliant thirty minute off-duty thirty-minute-long meal periods for work periods and failed
17 to pay him premium wages at the regular rate of pay thereto. For example, Plaintiff often had to
18 take short meal periods. Specifically, Plaintiff took his meal periods at the direction of the lead and
19 was required to be back at his work area within 30 minutes. These meal periods are late by reason
20 of the unaccounted for time in which Plaintiff had to walk to his “clock in” area at the beginning
21 of his shifts. Given the latter, Plaintiff’s meal periods were short in time.

22 25. During the relevant statutory period, Defendants failed to relinquish control over
23 Plaintiff to provide him with legally-compliant ten (10) minute off-duty rest periods for every four
24 (4) hours of work or major fraction thereof, as required by California law and failed to pay
25 premiums for the incompliant rest periods. For example, Defendants do not take into account the
26 time Plaintiff had spend walking to and from the port a potties which are a walking distance of
27 approximately a minimum of 5 minutes. Furthermore, when Plaintiff was scheduled to work 10
28 hour shifts, he was entitled to a third rest period, which he did not receive.

1 26. During the relevant statutory period, Defendants failed to compensate Plaintiff for
2 all vested sick time earned at the correct accrual rates in accordance with his employment
3 contracts and/or Defendants' policies. For example, Plaintiff started working for Defendants in
4 January of 2023 and did not take sick time. Yet, according to his December 2024 wage statement,
5 he had only earned 6 hours of sick time despite not taking any sick time.

6 27. During the relevant statutory period, Defendants failed to indemnify Plaintiff for all
7 necessary expenditures incurred in direct consequence of the discharge of his duties by requiring
8 Plaintiff to use his own vehicle when required to work at multiple facilities in one day, and not
9 reimburse him for the costs incurred.

10 28. During the relevant statutory period, Defendants failed to provide Plaintiff with
11 accurate itemized wage statements. For example, Plaintiff's January 9, 2025 wage statement
12 shows a pay period of October 10, 2024 to January 5, 2025 when the correct dates should be
13 December 20, 2024 to January 5, 2025. Additionally, as a result of the alleged violations discussed
14 above, Defendants furnished wage statements that failed to correctly show, among other items: (1)
15 gross wages earned, (2) all deductions, and (3) net wages earned.

16 29. During the relevant statutory period, Defendants willfully failed to pay all wages
17 owed to Plaintiff upon separation of employment. Defendants still have yet to pay Plaintiff all
18 final wages owed to him due to their failure to pay Plaintiff for all overtime compensation, meal
19 and rest premiums, and sick pay.

20 **GENERAL ALLEGATIONS**

21 30. Plaintiff and all other aggrieved employees are current and former non-exempt
22 employees of Defendants that work or worked at Defendants' facilities in California as non-
23 exempt employees during the statutory period.

24 31. Plaintiff is informed and believes, and thereon alleges, that during the applicable
25 statutory period, Plaintiff and other current and former aggrieved employees were subject to the
26 same various policies, procedures, and practices implemented by Defendants that, as alleged
27 herein, were and are in violation of the Labor Code.

28 32. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy

1 and/or practice, Defendants failed to pay Plaintiff and all other aggrieved employees for all hours
2 worked and overtime hours worked after eight hours in a day and/or after forty hours in a week
3 due to Defendants' policy and practice of not compensating Plaintiff and aggrieved employees for
4 all time they are subject to Defendant's control.

5 33. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
6 and/or practice, Defendants further failed to pay Plaintiff and all other aggrieved employees for all
7 hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a
8 week due to Defendants' policy and practice of rounding the time worked by Plaintiff and
9 aggrieved employees in Defendants' favor such that Plaintiff and aggrieved employees are not
10 paid for all time actually worked.

11 34. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
12 and/or practice, Defendants failed and fail to provide Plaintiff and aggrieved employees with
13 compliant thirty minute off-duty thirty-minute-long meal periods for work periods and failed to
14 pay them premium wages at the regular rate of pay thereto.

15 35. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
16 and/or practice, Defendants failed to relinquish control over Plaintiff and aggrieved employees to
17 provide them with legally-compliant ten (10) minute off-duty rest periods for every four (4) hours
18 of work or major fraction thereof, as required by California law and failed to pay premiums for the
19 noncompliant rest periods.

20 36. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
21 and/or practice, Defendants failed and fail to compensate Plaintiff and all other aggrieved
22 employees all vested sick time earned at the correct accrual rates in accordance with their
23 employment contracts and/or Defendants' policies.

24 37. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
25 and/or practice, Defendants failed to indemnify Plaintiff and aggrieved employees for all
26 necessary expenditures incurred in direct consequence of the discharge of their duties.

27 38. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
28 and/or practice, Defendants, failed to provide Plaintiff and all other aggrieved employees with

1 accurate itemized wage statements though their failure to have the correct pay period dates on the
2 wage statements. Additionally, as a result of alleged violations discussed above, Defendants
3 furnished wage statements that failed to correctly show, among other items: (1) the gross wages
4 earned, (2) all deductions, and (3) net wages earned.

5 39. Plaintiff is informed and believes, and thereon alleges, that as a matter of policy
6 and/or practice, Defendants willfully failed to pay all wages owed to Plaintiff and all other
7 aggrieved employees upon separation of employment. Defendants still have yet to pay Plaintiff
8 and all other aggrieved employees all final wages owed to them due to their failure to pay them for
9 all minimum wages, overtime compensation, meal and rest premiums, and Defendants' failure to
10 pay sick pay.

11 **FIRST CAUSE OF ACTION**

12 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

13 **(California Labor Code §§ 2698, *et seq.*)**

14 40. Plaintiff incorporates by reference and realleges each and every one of the
15 allegations contained in the preceding and foregoing paragraphs of this complaint, as though fully
16 set forth herein.

17 41. Pursuant to Labor Code section 2698, *et seq.*, Plaintiff seeks to recover all
18 applicable civil penalties and reasonable attorneys' fees and costs, permitted under PAGA through
19 a representative action on behalf of himself and all other aggrieved employees that work or
20 worked for Defendants during the relevant time period.

21 42. In accordance with *Arias v. Superior Court* (2009) 46 Cal.4th 969, a representative
22 action is not subject to the formalities required of a class action and class certification of PAGA
23 claims is not required.

24 43. Plaintiff is an "aggrieved employee" within the meaning of Labor Code section
25 2699(c) because he was employed by Defendants during the applicable statutory period and
26 suffered one or more of the Labor Code violations, as alleged herein. Thus, Plaintiff is well suited
27 to represent the interests of all other aggrieved employees in in this PAGA representative action.

28 44. Pursuant to Labor Code section 2699(i), seventy-five percent (75%) of civil

1 penalties recovered by aggrieved employees shall be distributed to the Labor and Workforce
2 Development Agency (hereinafter “LWDA”) for enforcement of labor laws and education of
3 employers and employees about their rights and responsibilities under this code, and twenty-five
4 percent (25%) shall be distributed to the aggrieved employees.

5 45. Plaintiff’s representative action alleges violations of certain Labor Code sections
6 that are listed within Labor Code section 2699.5. Accordingly, Labor Code section 2699.3(a)
7 applies to this action, and Labor Code section 2699.3(b)-(c) do not apply.

8 46. On May 8, 2025, Plaintiff complied with Labor Code section 2699.3(a) by
9 electronically filing written notice with the LWDA and serving written notice, via certified mail,
10 upon the LWDA and Defendants regarding the specific provisions of the Labor Code alleged to
11 have been violated by Defendants and Plaintiff’s intent to pursue civil penalties against
12 Defendants on behalf of himself and all other aggrieved employees pursuant to PAGA. Attached
13 hereto as **Exhibit 1** is a true and correct copy of Plaintiff’s notice letter. On June 18, 2025,
14 Plaintiff filed an amended PAGA notice with the LWDA and was served on all interested parties
15 in this Complaint. Attached hereto as **Exhibit 2** is a true and correct copy of Plaintiff’s amended
16 notice letter.

17 47. Labor Code section 2699.3(a) provides in pertinent part that: “The agency shall
18 notify the employer and the aggrieved employee or representative by certified mail that it does not
19 intend to investigate the alleged violation within 60 calendar days of the postmark date of the
20 notice received... [u]pon receipt of that notice or if no notice is provided within 65 calendar days
21 of the postmark date of the notice given... the aggrieved employee may commence a civil action
22 pursuant to Section 2699.”

23 48. Sixty-five calendar days have passed since Plaintiff served notice upon the LWDA
24 and Defendants, and the LWDA did not provide notice of its intent to investigate Plaintiff’s
25 claims. Accordingly, Plaintiff exhausted his obligation to provide administrative notice and is
26 authorized to commence this representative action seeking civil penalties on behalf of himself and
27 all other aggrieved employees of Defendants.

28 49. Pursuant to Labor Code section 2699(a), any provision of the Labor Code that

1 provides for a civil penalty to be assessed and collected by the LWDA or any of its departments,
2 divisions, commissions, boards, agencies or employees for violation of the code may, as an
3 alternative, be recovered through a civil action brought by an aggrieved employee on behalf of
4 himself and other current or former employees pursuant to the procedures specified in Labor Code
5 section 2699.3.

6 50. Pursuant to Labor Code section 2699(f)(2), for all provisions of the Labor Code for
7 which a civil penalty is not specifically provided, there is established a civil penalty that imposes a
8 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
9 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
10 subsequent violation.

11 51. Pursuant to Labor Code sections 2699(a) and (f), Plaintiff, on behalf of himself and
12 aggrieved employees, seeks applicable civil penalties for violations of Labor Code sections 201,
13 202, 203, 204, 226, 226.7, 246, 248.2, 248.5, 510, 512, 1194, 1197, 1198, 1199, and 2802 during
14 the statutory period as set forth below:

15 a. For violations of Labor Code section 201, 202, 203, 204, 226.7, 246, 248.2,
16 248.5, 510, 512, 1194, 1197 1198, 1199, and 2802, Labor Code section 2699(f)(2) imposes a civil
17 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for each initial
18 violation and two hundred dollars (\$200) for each aggrieved employee per pay period for each
19 subsequent violation;

20 b. For violations of Labor Code section 204, Labor Code section 210 imposes
21 a civil penalty of one hundred dollars (\$100) for each aggrieved employee for each initial violation
22 that was neither willful nor intentional, and two hundred dollars (\$200) for each aggrieved
23 employee, for each subsequent violation, regardless of whether the subsequent violation was
24 willful or intentional;

25 c. Defendants violated Labor Code sections 510, 1194, 1197, and 1198 by not
26 paying Plaintiff and aggrieved employees all wages owed for all hours worked for each pay period
27 as a result of Defendants' policy or practice of subjecting them to Defendants' control while off
28 the clock. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil

1 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
2 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
3 subsequent violation;

4 d. Defendants further violated Labor Code sections 510, 1194, 1197, and 1198
5 by not paying Plaintiff and aggrieved employees all wages owed for all hours worked for each pay
6 period as a result of Defendants' policy and practice of rounding the time worked by Plaintiff and
7 aggrieved employees in Defendants' favor such that Plaintiff and aggrieved employees are not
8 paid for all time actually worked. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are
9 subject to a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay
10 period for the initial violation, and two hundred dollars (\$200) for each aggrieved employee per
11 pay period for each subsequent violation;

12 e. Defendants violated Labor Code sections 226.7 and 512 by denying
13 Plaintiff and other aggrieved employees an opportunity to take timely off-duty and uninterrupted
14 thirty minute meal periods for every five hours worked, including timely off-duty and
15 uninterrupted thirty minute long meal periods before the end of the fifth hour of work, and by
16 failing to pay a premium wage equivalent to an additional hour of pay at the regular rate of pay for
17 each day a compliant meal period was not provided. Thus, pursuant to Labor Code section
18 2699(f)(2), Defendants are subject to a civil penalty of one hundred dollars (\$100) for each
19 aggrieved employee per pay period for the initial violation, and two hundred dollars (\$200) for
20 each aggrieved employee per pay period for each subsequent violation;

21 f. Defendants violated Labor Code section 226.7 by denying Plaintiff and
22 other aggrieved employees of Defendants a ten minute off-duty rest period for every four hours
23 worked, or major fraction thereof, and by failing to provide a premium wage equivalent to an
24 additional hour of pay at the regular rate of pay for each workday that a compliant rest period was
25 not provided. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
26 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
27 violation, and two hundred dollars (\$200) for each aggrieved employee per pay period for each
28 subsequent violation;

1 g. Defendants violated Labor Code sections 246 and 248 by willfully failing to
2 properly compensate Plaintiff and aggrieved employees for all vested sick time earned at the
3 correct accrual rates in accordance with their employment contracts and/or Defendants' policies
4 when they sought sick leave. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are
5 subject to a civil penalty of one hundred dollars (\$100) for each aggrieved employee per pay
6 period for the initial violation of these sections, and two hundred dollars (\$200) for each aggrieved
7 employee per pay period for each subsequent violation;

8 h. Defendants violated Labor Code section 2802 by forcing Plaintiff and
9 aggrieved employees to make business related expenditures without reimbursement. Thus,
10 pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil penalty of one
11 hundred dollars (\$100) for each aggrieved employee per pay period for the initial violation, and
12 two hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent
13 violation;

14 i. Defendants violated Labor Code section 226(a) by failing to provide
15 Plaintiff and aggrieved employees with accurate itemized wage statements correctly identifying,
16 among other things, the correct wages earned, the correct amount of net wages earned, and the
17 correct amount of deductions that were paid or should have been paid. Thus, pursuant to Labor
18 Code sections 226.3 and 2699(a), Defendants, in addition to, and entirely independent and apart
19 from any other penalty, are subject to a civil penalty for violation Labor Code section 226(a) in the
20 amount of two hundred and fifty dollars (\$250) per aggrieved employee per violation in an initial
21 citation and one thousand dollars (\$1,000) per aggrieved employee for each violation in a
22 subsequent citation;

23 j. Defendants violated Labor Code sections 201, 202, and 203 by willfully
24 failing to timely pay Plaintiff and aggrieved employees all wages owed upon separation of
25 employment by failing to pay all overtime compensation, and Defendants' failure to vacation and
26 sick pay. Thus, pursuant to Labor Code section 2699(f)(2), Defendants are subject to a civil
27 penalty of one hundred dollars (\$100) for each aggrieved employee per pay period for the initial
28 violation of these sections, and two hundred dollars (\$200) for each aggrieved employee per pay

1 period for each subsequent violation.

2 52. At all material times, Defendants were Plaintiff and all other aggrieved employees’
3 employers, or persons acting on their behalf, within the meaning of Labor Code section 558, who
4 violated or caused to be violated, a section of Part 2, Chapter 1 of the Labor Code or any provision
5 regulating hours and days of work in the applicable IWC Wage Order and, as such, are subject to
6 civil penalties for each underpaid employee as set forth in Labor Code section 558. The civil
7 penalties provided for under Labor Code section 558 are in addition to any other civil penalty
8 provided by law.

9 53. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
10 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
11 subsequent violation of Labor Code sections 510 and 1194 for each pay period for which Plaintiff
12 and all other aggrieved employees of Defendants were not paid all wages owed as a result of
13 Defendants’ failure to pay wages owed for all overtime, as alleged herein.

14 54. Pursuant to Labor Code sections 558 and 2699(a), Defendants are subject to a civil
15 penalty of fifty dollars (\$50) for each initial violation and one hundred dollars (\$100) for each
16 subsequent violation of Labor Code section 226.7 for each pay period for which Plaintiff and all
17 other aggrieved employees of Defendants were not provided with a compliant timely off-duty and
18 uninterrupted thirty minute meal period and/or ten minute long rest periods for every four hours
19 worked, or major fraction thereof, as alleged herein.

20 55. Defendants violated Labor Code section 1198 by failing to comply with the
21 maximum hours of work and the standards conditions of labor fixed by the IWC under the “Hours
22 and Days of Work”, and “Record” sections of the applicable IWC Wage Order, by failing to keep
23 and provide accurate records, and failing to timely pay owed wages upon separation of
24 employment, as alleged herein. Thus pursuant to Labor Code section 2699(f)(2), Defendants are
25 subject to a civil penalty in the amount of one hundred dollars (\$100) for each aggrieved employee
26 per pay period for the initial violation, and two hundred dollars (\$200) for each aggrieved
27 employee per pay period for each subsequent violation.

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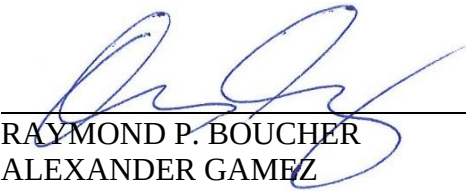
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DATED: September 8, 2025

BOUCHER LLP

By: 
RAYMOND P. BOUCHER
ALEXANDER GAMEZ

*Attorneys for Plaintiff Antonio de Jesus Galindo
Ramirez, Aggrieved Employee of Defendants,
on Behalf of the State of California's
Labor and Workforce Development Agency
for All Aggrieved Employees of Defendants*

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DATED: September 8, 2025

By:

*Attorneys for Plaintiff Antonio de Jesus Galindo
Ramirez, Aggrieved Employee of Defendants,
on Behalf of the State of California's
Labor and Workforce Development Agency
for All Aggrieved Employees of Defendants*

EXHIBIT 1

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21600 Oxnard Street, Suite 600
Woodland Hills, California 91367

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May 8, 2025

ELECTRONICALLY FILED

Attn: PAGA Administrator
Labor and Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, California 94612
<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL

Premier Packing of California Inc.
c/o Agent for Service of Process
Attn: Paul W. Moncrief
16 W Gabilan Street
Salinas, CA 93901

Desert Mist Farms
Desert Mist Farms, LLC
c/o Agent for Service of Process
Attn: Jeffrey R. Percy
52-300 Enterprise Way
Coachella, CA 92236

Ocean Mist Foods, LLC
Ocean Mist Harvesting, LLC
Ocean Mist Organic, Inc.
C/O Agent for Service of Process
Attn: Timothy J. Baldwin
333 Salinas Street
Salinas, CA 93901

Re: *Antonio de Jesus Galindo Ramirez v. Premier Packing of California Inc., et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

Pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 ("PAGA" or "the Act") (Lab. Code § 2698 *et seq.*), this letter shall serve as written notice of

claims for civil penalties that will be pursued by Mr. Antonio Galindo Ramirez as proxy for the Labor and Workforce Development Agency (“LWDA”) on behalf of all non-exempt aggrieved employees employed by Premier Packing of California Inc. (“Premier Packing”), Desert Mist Farms and Desert Mist Farms, LLC (“Desert Mist”), and Ocean Mist Foods, LLC, Ocean Mist Harvesting, LLC, and Ocean Mist Organic, Inc. (“Ocean Mist”) (collectively “Defendants”), in California during the statutory period.

Premier Packing specializes in sourcing farm labor and is headquartered in Indio, California but has satellite offices along the Central California Coast, Mexicali and Central Mexico. Mr. Galindo Ramirez was employed by Premier Packing and was assigned to work at Desert Mist and Ocean Mist facilities in California from approximately January of 2023 through January 13, 2025. Pursuant to California law, Premier Packing has at all relevant times been Mr. Galindo Ramirez’s employer during the statutory period.

Ocean Mist is the largest grower of fresh artichokes in North America. Farming artichokes year-round in three ideal California growing regions: Castroville, Oxnard and Coachella. Ocean Mist Farms to become the largest grower of fresh artichokes in the U.S. Today, they grow artichokes plus 30 other fresh vegetables. Ocean Mist is jointly responsible for the Labor Code violations alleged to have been committed below by Defendants as it shared, controlled, or oversaw Mr. Galindo Ramirez’s work by, for example, supervising the quality of worked performed by Mr. Galindo Ramirez.

On information and belief, Desert Mist refers to the entity growing operations of Ocean Mist in the Coachella Valley and other desert areas. In essence, Desert Mist is a specific location and operational name within the larger Ocean Mist. Ocean Mist is jointly responsible for the Labor Code violations alleged to have been committed below by Defendants as it shared, controlled, or oversaw Mr. Galindo Ramirez’s work by, for example, supervising the quality of worked performed by Mr. Galindo Ramirez.

In her representative action, Mr. Galindo Ramirez will seek civil penalties pursuant to PAGA as a result of Defendants’ failure to: (1) compensate for all hours worked, including overtime (Lab. Code §§ 204, 510, 1194, 1197, 1198); (2) provide proper meal periods and/or premium pay for non-compliant meal periods (Lab. Code §§ 226.7, 512, 558, 1198, 1199); (3) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1197, 1198, 1199); (4) provide paid sick time payment for sick leave (Lab. Code §§ 246, 248.2, 248.5); (5) indemnify for business expenses (Lab. Code § 2802); (6) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (7) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

FAILURE TO PAY HOURLY AND OVERTIME WAGES
(Labor Code §§ 204, 510, 1194, 1197, 1198, and 2699)

Labor Code section 204 states that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

Pursuant to Labor Code section 510, non-exempt employees are entitled to 1.5 times their hourly rate of pay for any work performed in excess of 8 hours in a day or any work performed in excess of 40 hours per week, and twice their regular hourly rate for any work performed past 12 hours in one day or past 8 hours on the seventh consecutive day.

Labor Code section 1194(a) states, “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 1197 states, in pertinent part, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

In relevant part, Section 4 of the applicable Wage Order states that, “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise.”

In conjunction, the provisions of the applicable Wage Order and Labor Code require employers to pay non-exempt employees no less than their agreed upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” when the employer knows or reasonably should know that employees are working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

Upon information and belief, during Mr. Galindo Ramirez’s employment, Defendants failed and fail to compensate him and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week. For example, Mr.

Galindo Ramirez and aggrieved employees do not have any means to clock in or out of their shifts. Rather, the supervisor writes down the hours worked by Mr. Galindo Ramirez and aggrieved employees. Mr. Galindo Ramirez and aggrieved employees are required to park their cars and walk 10-20 minutes before reaching the “clock in” area, where they meet their supervisor. Once Mr. Galindo Ramirez and aggrieved employees reach the “clock in” area, they have to wait an additional 10 minutes of uncompensated time for the supervisor to complete roll call. If Mr. Galindo Ramirez and aggrieved employees work over 8 hours or their walk time to and from the supervisor goes over 8 hours, they are only paid 8 hours. In addition, Mr. Galindo Ramirez and aggrieved employees are sometimes required to work at two locations in one day. However, they are not compensated for the travel time between facilities. As such, Mr. Galindo Ramirez and aggrieved employees are not paid for all time under which they are subject to the control of Defendants.

Moreover, Upon information and belief, during Galindo Ramirez’s employment, Defendants also failed and fail to compensate him and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week due to Defendants’ policy and practice of rounding the time worked by non-exempt employees in Defendants’ favor such that Mr. Galindo Ramirez and other non-exempt employees were not paid for all time actually worked. As mentioned in the preceding paragraph, the supervisors on site write down the hours worked by employees. However, the supervisors, round all hours to the quarter hour, irrespective of what time the employees actually work. As such, Mr. Galindo Ramirez and aggrieved employees are not paid for all time under which they are subject to the control of Defendants.

Accordingly, Mr. Galindo Ramirez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the “Meal Periods” Section of the
Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a meal period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Labor Code section 512(a) states, in pertinent part, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with

a meal period of not less than 30 minutes... [a]n employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

Section 11 of the applicable Wage Order provides that:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on-duty” meal period and counted as time worked. An “on-duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer’s regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, Defendants failed and fail to provide Mr. Galindo Ramirez and aggrieved employees with compliant thirty minute off-duty meal periods for work periods and failed to pay them premium wages at their regular rates of pay thereto. For example, Mr. Galindo Ramirez often had to take short meal periods. Specifically, Mr. Galindo Ramirez and aggrieved employees take their meal periods at the direction of the lead and are required to be back at their work area within 30 minutes. These meal periods are late by reason of the unaccounted for time in which employees have to talk to their “clock in” area at the beginning of their shifts. Given the latter, employees’ meal periods are short in time.

Accordingly, Mr. Galindo Ramirez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1197, 1198, 2699, and the “Rest Periods” Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, “The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.”

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, Defendants’ policies and practices failed and fail to provide Mr. Galindo Ramirez and aggrieved employees with off-duty rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. For example, as mentioned above, Defendants do not take into account the time

Mr.. Galindo Ramirez and other employees have to spend walking to and from the “clock in” area. Thus, when employees are scheduled to work 10 hour shifts, they are entitled to a third rest period, which they do not receive.

Accordingly, Mr. Galindo Ramirez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE PAYMENT FOR SICK LEAVE

(Labor Code §§ 246, 248.5, 2699)

Labor Code section 246(a)(1) provides that an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code section 246(b)(1) provides that an employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment, subject to the use and accrual limitations set forth in this section.

Labor Code section 246(n) provides that an employer shall provide payment for sick leave taken by an employee no later than the payday for the next regular payroll period after the sick leave was taken.

Labor Code section 248.5(a)(2) states that if paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.

Upon information and belief, Mr. Galindo Ramirez and aggrieved employees accrued sick time throughout their employment, but Defendants failed to properly accrue and compensate them for all vested sick time earned at the correct accrual rates in accordance with their employment contracts and/or Defendants policies when they sought sick leave. For example, Mr. Galindo Ramirez started working for Defendants in January of 2023 and did not take sick time. Yet, according to his December 2024 wage statement, he had only earned 6 hours of sick time despite not taking any sick time.

Accordingly, Mr. Galindo Ramirez, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

In pertinent part, Labor Code section 2802(a) states that, “An employer shall indemnify his or her employee(s) for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties. At relevant times during the statutory period, Defendants required Mr. Galindo Ramirez and aggrieved employees to incur business expenses which Defendants failed and/or refused to reimburse them for. For example, Mr. Galindo Ramirez and aggrieved employees were and are required to use their own vehicles when required to work at multiple facilities in one day, without compensation.

Accordingly, Mr. Galindo Ramirez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is pay; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

Mr. Galindo Ramirez and aggrieved employees were and continue to be furnished with inaccurate itemized wage statements during the statutory period. For example, Mr. Galindo Ramirez’s January 9, 2025 wage statement shows a pay period of October 10, 2024 to January 5, 2025 when the correct dates should be December 20, 2024 to January 5, 2025. Additionally, as a result of the alleged violations discussed above, Defendants furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned. Accordingly, Mr. Galindo Ramirez on behalf of himself and other aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT

(Labor Code §§ 201, 202, 203, and 2699)

Labor Code section 201 states, in pertinent part, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Upon information and belief, Defendants willfully failed and fail to provide aggrieved employees all wages due and owed upon separation of employment. By furnishing aggrieved employees with a final check that failed to include all earned and owed wages and meal and rest period premiums – as described above, Defendants violated Labor Code sections 201 or 202.

Accordingly, Mr. Galindo Ramirez on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS

(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid, and \$100 for each subsequent violation.

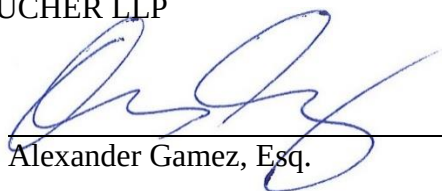
As set forth above, Defendants failed to pay all overtime compensation and provide Mr. Galindo Ramirez and aggrieved employees compliant meal periods and/or rest periods and failed to pay premium wages owed. Accordingly, Mr. Galindo Ramirez, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Mr. Galindo Ramirez's employment with Defendants, including wage statements and Mr. Galindo Ramirez's confirmation of Defendants' unlawful practices and policies. As a result of the foregoing violations, Mr. Galindo Ramirez is entitled to file a Complaint and invoke the protections of the Act. Mr. Galindo Ramirez has placed Defendants on notice by mailing a certified copy of this notice to its corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

By: 

Alexander Gamez, Esq.

cc via email:
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Garen Majarian
Majarian Law Group, APC
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EXHIBIT 2

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June 18, 2025

ELECTRONICALLY FILED

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1515 Clay Street, Suite 801
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<https://dir.tfaforms.net/308>

VIA CERTIFIED MAIL

Premier Packing of California Inc.
c/o Agent for Service of Process
Attn: Paul W. Moncrief
16 W Gabilan Street
Salinas, CA 93901

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Ocean Mist Harvesting, LLC
Ocean Mist Organic, Inc.
c/o Agent for Service of Process
Attn: Timothy J. Baldwin
333 Salinas Street
Salinas, CA 93901

Desert Mist Farms
Desert Mist Farms, LLC
c/o Agent for Service of Process
Attn: Jeffrey R. Percy
52-300 Enterprise Way
Coachella, CA 92236

California Artichoke and Vegetable
Growers Corporation dba Ocean Mist Farms
c/o Agent for Service of Process
Attn: Timothy J. Baldwin
333 Salinas Street
Salinas, CA 93901

Re: *Antonio de Jesus Galindo Ramirez v. Premier Packing of California Inc., et al.*
Notice Regarding Private Attorneys General Act of 2004 Claim

To Whom It May Concern:

This letter is being sent to inform you that Mr. Antonio de Jesus Galindo Ramirez hereby amends his prior May 8, 2025 notification of intent to pursue civil penalties pursuant to section 2699.3 of the California Labor Code Private Attorneys General Act of 2004 (“PAGA” or “the Act”) (Lab. Code § 2698 *et seq.*), on behalf of all non-exempt aggrieved employees employed by Premier Packing of California Inc. (“Premier Packing”), Desert Mist Farms and Desert Mist Farms, LLC (“Desert Mist”), and Ocean Mist Foods, LLC, Ocean Mist Harvesting, LLC, and

Ocean Mist Organic, Inc. (“Ocean Mist”) (collectively “Defendants”), in California during the statutory period. Mr. Galindo Ramirez amends his prior notice to put California Artichoke and Vegetable Growers Corporation dba Ocean Mist Farms on notice that it is also responsible for the Labor Code violations alleged to have been committed below by the Defendants identified above.

Premier Packing specializes in sourcing farm labor and is headquartered in Indio, California but has satellite offices along the Central California Coast, Mexicali and Central Mexico. Mr. Galindo Ramirez was employed by Premier Packing and was assigned to work at Desert Mist and Ocean Mist facilities in California from approximately January of 2023 through January 13, 2025. Pursuant to California law, Premier Packing has at all relevant times been Mr. Galindo Ramirez’s employer during the statutory period.

Ocean Mist¹ is the largest grower of fresh artichokes in North America. Farming artichokes year-round in three ideal California growing regions: Castroville, Oxnard and Coachella. Ocean Mist Farms to become the largest grower of fresh artichokes in the U.S. Today, they grow artichokes plus 30 other fresh vegetables. Ocean Mist is jointly responsible for the Labor Code violations alleged to have been committed below by Defendants as it shared, controlled, or oversaw Mr. Galindo Ramirez’s work by, for example, supervising the quality of worked performed by Mr. Galindo Ramirez.

On information and belief, Desert Mist grows produce such as brussels sprouts in the Coachella Valley and other desert areas. Desert Mist is jointly responsible for the Labor Code violations alleged to have been committed below by Defendants as it shared, controlled, or oversaw Mr. Galindo Ramirez’s work by, for example, supervising the quality of worked performed by Mr. Galindo Ramirez.

In her representative action, Mr. Galindo Ramirez will seek civil penalties pursuant to PAGA as a result of Defendants’ failure to: (1) compensate for all hours worked, including overtime (Lab. Code §§ 204, 510, 1194, 1197, 1198); (2) provide proper meal periods and/or premium pay for non-compliant meal periods (Lab. Code §§ 226.7, 512, 558, 1198, 1199); (3) provide proper rest periods and/or premium pay for non-compliant rest periods (Lab. Code §§ 226.7, 558, 1197, 1198, 1199); (4) provide paid sick time payment for sick leave (Lab. Code §§ 246, 248.2, 248.5); (5) indemnify for business expenses (Lab. Code § 2802); (6) furnish complete and accurate itemized wage statements (Lab. Code § 226(a)); and (7) timely pay all wages due within the time permitted upon separation of employment (Lab. Code §§ 201-203).

¹ California Artichoke and Vegetable Growers Corporation dba Ocean Mist Farms falls within this grouping of “Ocean Mist.”

FAILURE TO PAY HOURLY AND OVERTIME WAGES

(Labor Code §§ 204, 510, 1194, 1197, 1198, and 2699)

Labor Code section 204 states that “all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period.”

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Labor Code section 1194(a) states, “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorney’s fees, and costs of suit.”

Labor Code section 1197 states, in pertinent part, “The minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a less wage than minimum wage so fixed is unlawful.”

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In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

In relevant part, Section 4 of the applicable Wage Order states that, “Every employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission or otherwise.”

In conjunction, the provisions of the applicable Wage Order and Labor Code require employers to pay non-exempt employees no less than their agreed upon or statutorily mandated wage rates for all hours worked, including hours spent working “off-the-clock” when the employer knows or reasonably should know that employees are working during those hours. *Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585.

Upon information and belief, during Mr. Galindo Ramirez’s employment, Defendants failed and fail to compensate him and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week. For example, Mr.

Galindo Ramirez and aggrieved employees do not have any means to clock in or out of their shifts. Rather, the supervisor writes down the hours worked by Mr. Galindo Ramirez and aggrieved employees. Mr. Galindo Ramirez and aggrieved employees are required to park their cars and walk 10-20 minutes before reaching the “clock in” area, where they meet their supervisor. Once Mr. Galindo Ramirez and aggrieved employees reach the “clock in” area, they have to wait an additional 10 minutes of uncompensated time for the supervisor to complete roll call. If Mr. Galindo Ramirez and aggrieved employees work over 8 hours or their walk time to and from the supervisor goes over 8 hours, they are only paid 8 hours. In addition, Mr. Galindo Ramirez and aggrieved employees are sometimes required to work at two locations in one day. However, they are not compensated for the travel time between facilities. As such, Mr. Galindo Ramirez and aggrieved employees are not paid for all time under which they are subject to the control of Defendants.

Moreover, Upon information and belief, during Galindo Ramirez’s employment, Defendants also failed and fail to compensate him and aggrieved employees for all hours worked and overtime hours worked after eight hours in a day and/or after forty hours in a week due to Defendants’ policy and practice of rounding the time worked by non-exempt employees in Defendants’ favor such that Mr. Galindo Ramirez and other non-exempt employees were not paid for all time actually worked. As mentioned in the preceding paragraph, the supervisors on site write down the hours worked by employees. However, the supervisors, round all hours to the quarter hour, irrespective of what time the employees actually work. As such, Mr. Galindo Ramirez and aggrieved employees are not paid for all time under which they are subject to the control of Defendants.

Accordingly, Mr. Galindo Ramirez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE MEAL PERIODS

(Labor Code §§ 226.7, 512(a), 558, 1198, 2699, and the “Meal Periods” Section of the
Applicable Wage Order)

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a meal period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Labor Code section 512(a) states, in pertinent part, “An employer may not employ an employee for a work period of more than five hours per day without providing the employee with

a meal period of not less than 30 minutes... [a]n employer may not employ an employee for a work period of more than ten hours per day without providing the employee with a second meal period of not less than thirty minutes, except that if the total hours worked is no more than twelve hours, the second meal period may be waived by mutual consent of the employer and employee only if the first meal period was not waived.”

Labor Code section 1198 states, in pertinent part, “The employment of any employee... under conditions of labor prohibited by the [Wage Order] is unlawful.”

In relevant part, Section 2 of the applicable Wage Order states that, “Hours worked means the time during which an employee is subject to the control of an employer, and includes all the time the employee is suffered or permitted to work.”

Section 11 of the applicable Wage Order provides that:

(A) No employer shall employ any person for a work period of more than five (5) hours without a meal period of not less than 30 minutes, except that when a work period of not more than six (6) hours will complete the day’s work the meal period may be waived by mutual consent of the employer and the employee. Unless the employee is relieved of all duty during a 30 minute meal period, the meal period shall be considered an “on-duty” meal period and counted as time worked. An “on-duty” meal period shall be permitted only when the nature of the work prevents an employee from being relieved of all duty and when by written agreement between the parties an on-the-job paid meal period is agreed to. The written agreement shall state that the employee may, in writing, revoke the agreement at any time.

(B) If an employer fails to provide an employee a meal period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employer’s regular rate of compensation for each workday that the meal period is not provided.

Upon information and belief, Defendants failed and fail to provide Mr. Galindo Ramirez and aggrieved employees with compliant thirty minute off-duty meal periods for work periods and failed to pay them premium wages at their regular rates of pay thereto. For example, Mr. Galindo Ramirez often had to take short meal periods. Specifically, Mr. Galindo Ramirez and aggrieved employees take their meal periods at the direction of the lead and are required to be back at their work area within 30 minutes. These meal periods are late by reason of the unaccounted for time in which employees have to talk to their “clock in” area at the beginning of their shifts. Given the latter, employees’ meal periods are short in time.

Accordingly, Mr. Galindo Ramirez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE REST PERIODS

(Labor Code §§ 226.7, 1197, 1198, 2699, and the “Rest Periods” Section of the Applicable Wage Order)

Labor Code section 1198 states, in pertinent part, “The employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the order is unlawful.”

Labor Code section 226.7(b) states, in pertinent part, “An employer shall not require an employee to work during meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation, standard, or order of the Industrial Welfare Commission.”

Pursuant to *Augustus v. ABM Security Services, Inc.*, (2017) 2 Cal.5th 257, 260, “[d]uring required rest periods, employers must relieve their employees of all duties and relinquish any control over how employees spend their break time.”

Labor Code section 226.7(c), provides that if an employer fails to provide an employee a rest period in accordance with statute or an applicable order of the Industrial Welfare Commission, the employer shall pay the employee one additional hour of pay at the employee’s regular rate of compensation for each work day that the meal period is not provided.

Section 12 of the applicable Wage Order provides that:

- (A) Every employer shall authorize and permit all employees to take rest periods, which insofar as practicable shall be in the middle each work period. The authorized rest period shall be based on the total hours worked daily at the rate of ten (10) minutes net rest time per four (4) hours or major fraction thereof.
- (B) If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensations for each workday that the rest period is not provided.

Upon information and belief, Defendants’ policies and practices failed and fail to provide Mr. Galindo Ramirez and aggrieved employees with off-duty rest periods of at least ten minutes for each four hour work period, or major fraction thereof, and failed and fail to pay them a premium wage at their regular rates of pay on workdays they failed to provide them with an opportunity to take rest periods. For example, as mentioned above, Defendants do not take into account the time

Mr.. Galindo Ramirez and other employees have to spend walking to and from the “clock in” area. Thus, when employees are scheduled to work 10 hour shifts, they are entitled to a third rest period, which they do not receive.

Accordingly, Mr. Galindo Ramirez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE PAYMENT FOR SICK LEAVE

(Labor Code §§ 246, 248.5, 2699)

Labor Code section 246(a)(1) provides that an employee who, on or after July 1, 2015, works in California for the same employer for 30 or more days within a year from the commencement of employment is entitled to paid sick days.

Labor Code section 246(b)(1) provides that an employee shall accrue paid sick days at the rate of not less than one hour per every 30 hours worked, beginning at the commencement of employment, subject to the use and accrual limitations set forth in this section.

Labor Code section 246(n) provides that an employer shall provide payment for sick leave taken by an employee no later than the payday for the next regular payroll period after the sick leave was taken.

Labor Code section 248.5(a)(2) states that if paid sick days were unlawfully withheld, the dollar amount of paid sick days withheld from the employee multiplied by three, or two hundred fifty dollars (\$250), whichever amount is greater, but not to exceed an aggregate penalty of four thousand dollars (\$4,000), shall be included in the administrative penalty.

Upon information and belief, Mr. Galindo Ramirez and aggrieved employees accrued sick time throughout their employment, but Defendants failed to properly accrue and compensate them for all vested sick time earned at the correct accrual rates in accordance with their employment contracts and/or Defendants policies when they sought sick leave. For example, Mr. Galindo Ramirez started working for Defendants in January of 2023 and did not take sick time. Yet, according to his December 2024 wage statement, he had only earned 6 hours of sick time despite not taking any sick time.

Accordingly, Mr. Galindo Ramirez, on behalf of aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO REIMBURSE BUSINESS EXPENSES

(Labor Code § 2802)

In pertinent part, Labor Code section 2802(a) states that, “An employer shall indemnify his or her employee(s) for all necessary expenditures incurred by the employee in direct consequence of the discharge of his or her duties. At relevant times during the statutory period, Defendants required Mr. Galindo Ramirez and aggrieved employees to incur business expenses which Defendants failed and/or refused to reimburse them for. For example, Mr. Galindo Ramirez and aggrieved employees were and are required to use their own vehicles when required to work at multiple facilities in one day, without compensation.

Accordingly, Mr. Galindo Ramirez, on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

FAILURE TO PROVIDE ACCURATE ITEMIZED WAGE STATEMENTS

(Labor Code §§ 226, 226.3, and 2699)

Labor Code section 226(a) requires an employer to provide an employee with an accurate itemized wage statement that shows: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece-rate if the employee is paid on a piece-rate basis; (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item; (5) net wages earned; (6) the inclusive dates of the period for which the employee is pay; (7) the name of the employee and the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate by the employee.

For violations of Labor Code section 226(a), Labor Code section 226.3 imposes a civil penalty on any employer that violates section 226(a) in the amount of \$250.00 per employee per violation in an initial citation and \$1,000.00 per employee for each subsequent violation. The civil penalties provided for in Labor Code section 226.3 are in addition to any other penalty provided by law.

Mr. Galindo Ramirez and aggrieved employees were and continue to be furnished with inaccurate itemized wage statements during the statutory period. For example, Mr. Galindo Ramirez’s January 9, 2025 wage statement shows a pay period of October 10, 2024 to January 5, 2025 when the correct dates should be December 20, 2024 to January 5, 2025. Additionally, as a result of the alleged violations discussed above, Defendants furnished wage statements that failed to correctly show, among other items: (1) gross wages earned, (2) all deductions, and (3) net wages earned. Accordingly, Mr. Galindo Ramirez on behalf of himself and other aggrieved employees, will seek to recover available civil penalties for violations of Labor Code 226(a).

FAILURE TO TIMELY PAY WAGES UPON SEPARATION OF EMPLOYMENT

(Labor Code §§ 201, 202, 203, and 2699)

Labor Code section 201 states, in pertinent part, “If an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.”

Labor Code section 202 states, in pertinent part, “If an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.”

Labor Code section 203 provides that an employee’s wages shall continue as a penalty from when they first become due at the same rate until paid for up to 30 days when an employer willfully fails to timely pay all earned and unpaid wages in accordance with Labor Code section 201 or 202.

Upon information and belief, Defendants willfully failed and fail to provide aggrieved employees all wages due and owed upon separation of employment. By furnishing aggrieved employees with a final check that failed to include all earned and owed wages and meal and rest period premiums – as described above, Defendants violated Labor Code sections 201 or 202.

Accordingly, Mr. Galindo Ramirez on behalf of himself and aggrieved employees, will pursue civil penalties and all available remedies to the extent allowed by law for the alleged violations.

CIVIL PENALTIES FOR VIOLATION OF THE LABOR CODE AND IWC WAGE ORDERS

(Labor Code § 558)

Labor Code section 558 subjects any employer or other person acting on behalf of an employer who violates Part 2, Chapter 1, of the Labor Code (Labor Code §§ 500-558), or any provision regulating the hours and days in any IWC Wage Order, to a civil penalty in the amount of \$50 for any initial violation for each pay period in which an employee is underpaid, and \$100 for each subsequent violation.

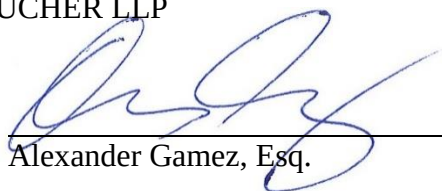
As set forth above, Defendants failed to pay all overtime compensation and provide Mr. Galindo Ramirez and aggrieved employees compliant meal periods and/or rest periods and failed to pay premium wages owed. Accordingly, Mr. Galindo Ramirez, on behalf of aggrieved employees, will seek to recover civil penalties under Labor Code section 558.

CONCLUSION

The allegations set forth herein are supported by, among other things, records and documents from Mr. Galindo Ramirez's employment with Defendants, including wage statements and Mr. Galindo Ramirez's confirmation of Defendants' unlawful practices and policies. As a result of the foregoing violations, Mr. Galindo Ramirez is entitled to file a Complaint and invoke the protections of the Act. Mr. Galindo Ramirez has placed Defendants on notice by mailing a certified copy of this notice to its corporate headquarters and/or authorized agents.

Very truly yours,

BOUCHER LLP

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