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County of Santa Barbara
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA (NORTH COUNTY)**

BEATRIZ ZACARIAS NINCHE; TERESA
LOPEZ ENCARNACION, as individuals, on
behalf of themselves and others similarly
situated

PLAINTIFFS,

v.

ROSENDO HERNANDEZ HERNANDEZ
DBA HERNANDEZ FARMS LLC;
ELIZABETH LUCAS ANGELES DBA
LUCAS FARMS, LLC; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. 25CV03928

[Case Assigned for All Purposes to Hon.
James F. Rigali in SM Dept. 2]

**[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.

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1 Plaintiffs BEATRIZ ZACARIAS NINCHE; TERESA LOPEZ ENCARNACION,
2 (“Plaintiffs”) as individuals, on behalf of themselves, all others similarly situated, and on behalf
3 of the people of the State of California as “aggrieved employees” under Labor Code Private
4 Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”), complains of Defendants
5 ROSENDO HERNANDEZ HERNANDEZ DBA HERNANDEZ FARMS LLC; ELIZABETH
6 LUCAS ANGELES DBA LUCAS FARMS, LLC (“Defendants”) and each of them, as follows:

7 **I.**

8 **INTRODUCTION**

9 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
10 382, on behalf of Plaintiffs and a Proposed Class defined as:

11 All persons who are employed or have been employed as a non-
12 exempt employee by ROSENDO HERNANDEZ HERNANDEZ
13 DBA HERNANDEZ FARMS LLC; and/or ELIZABETH LUCAS
14 ANGELES DBA LUCAS FARMS, LLC in the State of California
since four (4) years prior to the filing of this action to the present.
15 (“Proposed Class”)

16 2. Plaintiffs and the Proposed Class worked for Defendants in or near Santa Barbara
17 County, California as seasonal agricultural workers. Plaintiffs and the Proposed Class worked in
18 the cultivation and harvesting of strawberries (and occasionally green beans), and doing other
19 agricultural work on land owned, leased, managed, and/or operated, harvested, or otherwise
20 made productive by Defendants. Plaintiffs and the Proposed Class were paid on an hourly basis
and also earned a piece rate for work picking crops.

21 3. From at least four (4) years prior to the filing of this action continuing to the
22 present, Defendants have had a consistent policy of failing to pay wages and/or overtime to all
23 Proposed Class Members at the appropriate rate. Plaintiffs and the Proposed Class were not paid
24 at the proper corresponding rate for all hours worked, including overtime. Plaintiffs and the
25 Proposed Class regularly worked in excess of eight hours in one workday and in excess of 40
26 hours in one workweek and not compensated at the appropriate overtime rate for all hours
27 worked.

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1 4. Plaintiffs and the Proposed Class were not properly compensated for all hours
2 worked because Defendants failed to pay Plaintiffs and the Proposed Class for each and every
3 hour worked. Plaintiffs and the Proposed Class were required to routinely work “off the clock”
4 and performed compensable activities before, during, and after each working shift for which no
5 pay was provided.

- 6 a. With regard to pre-shift work, Plaintiffs and the Proposed Class are required
7 to report to work prior to their scheduled shift and perform work but are
8 routinely told by Defendants to wait anywhere before Plaintiffs and the
9 Proposed Class can begin their scheduled shifts. Plaintiffs and the Proposed
10 Class are required to arrive to the job site thirty (30) minutes to get their tools
11 and materials ready. In addition, Plaintiffs and the Proposed Class are required
12 to walkaround ten (10) minutes every day from their cars to the field, all of
13 which is performed while “off the clock” and no pay is provided. Also, once a
14 month, Plaintiffs and the Proposed Class were required to attend a meeting
15 with the foreman, which occurred before Plaintiffs and the Proposed Class
16 member’s scheduled shifts. This required “off the clock” pre-shift work is
17 performed daily and Plaintiffs and the Proposed Class are not compensated for
18 this wait time or worked performed. During winter, Plaintiffs and the
19 Proposed Class are required to wait around thirty (30) minutes at least three
20 times during the season before they begin their scheduled shifts. Sometimes,
21 Plaintiffs and the Proposed Class are even sent back home after the waiting
22 time without pay. This required waiting time is not compensated by
23 Defendants. These activities and time are compensable, but Defendants fail to
24 pay Plaintiffs and the Proposed Class for this time worked.
- 25 b. In the middle of shifts, Defendants required Plaintiffs and the Proposed Class
26 to travel between fields once Plaintiffs and the Proposed Class are done
27 picking at one field. Plaintiffs and the Proposed Class are required to use their
28 own vehicles(s) to travel between fields per shift, at least one to two times per

1 week, but potentially more during peak season. The time spent by Plaintiffs
2 and the Proposed Class to travel between fields varies from ten (10) minutes
3 up to thirty (30) minutes, depending on what field they are traveling to.
4 Plaintiffs and the Proposed Class are not compensated for this travel time, nor
5 are Plaintiffs and the Proposed Class reimbursed for their use of their personal
6 vehicle to perform required work.

- 7 c. With regard to post-shift work, at the end of each working shift, Plaintiffs and
8 the Proposed Class are instructed by the foreman to line up and drop off their
9 boxes every day, before they could be dismissed. Plaintiffs and the Proposed
10 Class worked from approximately fifteen (15) minutes to twenty (20) minutes
11 every day after the end of their shift in order to line up and drop off their
12 boxes. Additionally, the foreman requires Plaintiffs and the Proposed Class to
13 finish their “corte” or row, and this can take around one (1) to two (2) hours
14 after the end of their shift. This time spent lining up to drop off their boxes
15 and finishing their rows, was performed after being “clocked out” and as such,
16 Plaintiffs and the Proposed Class are not compensated for this time even
17 though this time is compensable.
- 18 d. Additionally, Defendants have had a consistent policy of failing to pay wages
19 and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of
20 pay. Plaintiffs and the Proposed Class were not properly compensated for all
21 hours worked over eight (8) hours in one day or forty (40) hours in one week.
22 Plaintiffs and the Proposed Class were not properly compensated for overtime
23 worked because Defendants failed to pay Plaintiffs and the Proposed Class for
24 all hours worked over 8 hours per day or 40 hours per week. Defendants failed
25 to pay travel time, include work performed off-the-clock, and failed to
26 compensate Plaintiffs and the Proposed Class for all hours worked.

27 5. From at least four (4) years prior to the filing of this action and continuing to the
28 present, Defendants have had a consistent policy of failing to inform Proposed Class members of

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

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

17 7. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendants have failed to reimburse Plaintiffs and the Proposed Class for their tools and
19 mileage necessary to perform their job duties. The work performed by Plaintiffs and the
20 Proposed Class necessitated the use of special tools. The work performed by Plaintiffs and the
21 Proposed Class necessitated the use of tools such as, but not limited to, harvest carts, tires,
22 gloves, specialized rings, scissors, boots, and various other tools. Defendants fail to reimburse
23 Plaintiffs and the Proposed Class for the costs associated with purchasing and using these tools.
24 Defendants also required Plaintiffs and the Proposed Class to travel between fields to perform
25 work tasks. Because Defendants did not provide buses or other transportation to workers so that
26 they could travel from field to field in the middle of their shifts, Plaintiffs and the Proposed Class
27 used their own vehicles to travel from field to field. Defendants did not reimburse Plaintiffs and
28

1 the Proposed Class for their vehicle use for travel between Defendants' job sites during the
2 course of a work shift, in violation of California law.

3 8. For at least one (1) year prior to the filing of this action continuing to the present,
4 Defendants have failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
5 2001 and Labor Code § 226(a) by failing issue accurate itemized wage statements reporting all
6 applicable hourly rates in effect during the pay period, and the corresponding number of hours
7 worked at each hourly rate by the employee and failing to include the required information on the
8 itemized wage statements.

9 9. For at least three (3) years prior to the filing of this action continuing to the present,
10 Defendants have failed to pay all wages due at the time of termination or resignation to Plaintiffs
11 and the Proposed Class.

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

18 11. Plaintiffs, on behalf of themselves and all Proposed Class Members, pursuant to
19 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
20 disgorgement of all benefits Defendants enjoyed from its unlawful conduct as described herein.

21 12. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
22 and Development Agency ("LWDA") and Defendants giving notice of the claims pursuant to
23 PAGA, Defendants have violated Labor Code provisions, as detailed below, giving rise to a claim
24 pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or
25 formerly employed by Defendant during the liability period as defined in their PAGA notice letter
26 (*see* Exhibit "1"), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
27 penalties for Defendants' violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 245.5, 246,
28 510, 512, 1194, 1194.2, 1199, and 2802.

1 **II.**

2 **JURISDICTION AND VENUE**

3 13. This Court has subject matter jurisdiction over all causes of action asserted herein
4 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
5 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
6 of interest, exceeds \$35,000, and because each cause of action asserted arises under the laws of the
7 State of California or is subject to adjudication in the courts of the State of California.

8 14. This Court has personal jurisdiction over Defendants because Defendants have
9 caused injuries in the County of Santa Barbara and the State of California through their acts, and
10 by their violation of the California Labor Code, California state common law, and California
11 Business & Professions Code § 17200, *et seq.*

12 15. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
13 Civil Procedure § 395. Defendants operate within California and does business within Santa
14 Barbara County. The unlawful acts alleged herein have a direct effect on Plaintiffs and all
15 Proposed Class Members within the State of California and the county of Santa Barabara.

16 16. This case should be classified as complex according to Rule 3.400 of the California
17 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
18 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
19 motion practice raising difficult or novel issues that will be time-consuming to resolve and would
20 require substantial post judgment judicial supervision.

21 17. Plaintiffs file this amended complaint adding a claim for penalties pursuant to
22 Labor Code § 2699, *et seq.* as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

23 **III.**

24 **PARTIES**

25 **A. PLAINTIFFS**

26 18. Plaintiffs BEATRIZ ZACARIAS NINCHE; TERESA LOPEZ ENCARNACION
27 are residents of California.

28 19. Plaintiffs and all Proposed Class Members, were regularly required to:

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

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

21. As a result of this conduct, Defendants have engaged in unfair competition and unlawful business practices.

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

B. DEFENDANTS

23. Defendant ROSENDO HERNANDEZ HERNANDEZ DBA HERNANDEZ FARMS LLC is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 1892 Silva Dr., Santa Maria, CA 93454. Upon information and belief, Defendant employed Plaintiffs and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

24. Defendant ELIZABETH LUCAS ANGELES DBA LUCAS FARMS, LLC is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 1892 Silva Dr., Santa Maria, CA 93454. Upon information and belief, Defendant employed Plaintiffs and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

25. 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

1 Plaintiffs, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
2 § 474. Plaintiffs are informed and believe, and based thereon allege, that each of the Defendants
3 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
4 to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and
5 capacities of the Defendants designated hereinafter as DOES when such identities become known.

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

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

16 IV.

17 FACTUAL BACKGROUND

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

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

24 30. On a regular and consistent basis, Defendants have had a consistent policy of failing
25 to pay wages and/or overtime to Plaintiffs and all Proposed Class Members at the appropriate rate
26 as follows:

- 27 a. Plaintiffs and the Proposed Class were not paid at the proper corresponding rate
28 for all hours worked, including overtime. Plaintiffs and the Proposed Class

1 regularly worked in excess of eight hours in one workday and in excess of 40
2 hours in one workweek and not compensated at the appropriate overtime rate
3 for all hours worked.

4 b. Plaintiffs and the Proposed Class were not properly compensated for all hours
5 worked because Defendants failed to pay Plaintiffs and the Proposed Class for
6 each and every hour worked. Plaintiffs and the Proposed Class were required to
7 routinely work “off the clock” and performed compensable activities before,
8 during, and after each working shift for which no pay was provided.

9 c. With regard to pre-shift work, Plaintiffs and the Proposed Class are required
10 to report to work prior to their scheduled shift and perform work but are
11 routinely told by Defendants to wait anywhere before Plaintiffs and the
12 Proposed Class can begin their scheduled shifts. Plaintiffs and the Proposed
13 Class are required to arrive to the job site thirty (30) minutes to get their tools
14 and materials ready. In addition, Plaintiffs and the Proposed Class are required
15 to walkaround ten (10) minutes every day from their cars to the field, all of
16 which is performed while “off the clock” and no pay is provided. Also, once a
17 month, Plaintiffs and the Proposed Class were required to attend a meeting
18 with the foreman, which occurred before Plaintiffs and the Proposed Class
19 member’s scheduled shifts. This required “off the clock” pre-shift work is
20 performed daily and Plaintiffs and the Proposed Class are not compensated for
21 this wait time or worked performed. During winter, Plaintiffs and the
22 Proposed Class are required to wait around thirty (30) minutes at least three
23 times during the season before they begin their scheduled shifts. Sometimes,
24 Plaintiffs and the Proposed Class are even sent back home after the waiting
25 time without pay. This required waiting time is not compensated by
26 Defendants. These activities and time are compensable, but Defendants fail to
27 pay Plaintiffs and the Proposed Class for this time worked.
28

- 1 d. In the middle of shifts, Defendants 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 one to two times per
5 week, but potentially more during peak season. The time spent by Plaintiffs
6 and the Proposed Class to travel between fields varies from ten (10) minutes
7 up to thirty (30) minutes, depending on what field they are traveling to.
8 Plaintiffs and the Proposed Class are not compensated for this travel time, nor
9 are Plaintiffs and the Proposed Class reimbursed for their use of their personal
10 vehicle to perform required work.
- 11 e. 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 line up and drop off their
13 boxes every day, before they could be dismissed. Plaintiffs and the Proposed
14 Class worked from approximately fifteen (15) minutes to twenty (20) minutes
15 every day after the end of their shift in order to line up and drop off their
16 boxes. Additionally, the foreman requires Plaintiffs and the Proposed Class to
17 finish their “corte” or row, and this can take around one (1) to two (2) hours
18 after the end of their shift. This time spent lining up to drop off their boxes
19 and finishing their rows, was performed after being “clocked out” and as such,
20 Plaintiffs and the Proposed Class are not compensated for this time even
21 though this time is compensable.
- 22 f. Additionally, Defendants have had a consistent policy of failing to pay wages
23 and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of
24 pay. Plaintiffs and the Proposed Class were not properly compensated for all
25 hours worked over eight (8) hours in one day or forty (40) hours in one week.
26 Plaintiffs and the Proposed Class were not properly compensated for overtime
27 worked because Defendants failed to pay Plaintiffs and the Proposed Class for
28 all hours worked over 8 hours per day or 40 hours per week. Defendants failed

1 to pay travel time, include work performed off-the-clock, and failed to
2 compensate Plaintiffs and the Proposed Class for all hours worked.

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

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

19 33. For at least four (4) years prior to the filing of this action and continuing to the
20 present, Defendants have failed to reimburse Plaintiffs and the Proposed Class for their tools and
21 mileage necessary to perform their job duties. The work performed by Plaintiffs and the
22 Proposed Class necessitated the use of special tools. Defendants fail to reimburse Plaintiffs and
23 the Proposed Class for the costs associated with purchasing and using these tools. Defendants
24 also required Plaintiffs and the Proposed Class to travel between fields to perform work tasks.
25 Because Defendants did not provide buses or other transportation to workers so that they could
26 travel from field to field in the middle of their shifts, Plaintiffs and the Proposed Class used their
27 own vehicles to travel from field to field. Defendants did not reimburse Plaintiffs and the
28

1 Proposed Class for their vehicle use for travel between Defendants' job sites during the course of
2 a work shift, in violation of California law.

3 34. For at least one (1) year prior to the filing of this action continuing to the present,
4 Defendants have failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
5 2001 and Labor Code § 226(a) by failing issue accurate itemized wage statements reporting all
6 applicable hourly rates in effect during the pay period, and the corresponding number of hours
7 worked at each hourly rate by the employee and failing to include the required information on
8 the itemized wage statements.

9 35. Defendants willfully failed to pay wages and compensation, when Plaintiffs and all
10 Proposed Class Members quit or were discharged. This failure was willful, without legal
11 justification, and interfered with Plaintiffs' and Class Members' rights.

12 36. As a result of the acts alleged herein, Defendants violated Labor Code §2699, *et*
13 *seq.*

14 **V.**

15 **CLASS ACTION ALLEGATIONS**

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

19 All persons who are employed or have been employed as a non-
20 exempt employee by ROSENDO HERNANDEZ HERNANDEZ
21 DBA HERNANDEZ FARMS LLC; and/or ELIZABETH LUCAS
22 ANGELES DBA LUCAS FARMS, LLC in the State of California
since four (4) years prior to the filing of this action to the present.
("Proposed Class")

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

26 39. This action has been brought and may properly be maintained as a class action
27 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
28 community of interest in the litigation and the Proposed Classes are easily ascertainable.

1 **A. NUMEROSITY**

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

7 41. Plaintiffs allege that Defendants' employment records would provide information
8 as to the number and location of all Proposed Class Members. Joinder of all members of the
9 Proposed Class is not practicable.

10 **B. COMMONALITY**

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

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

16 b. Whether Defendants violated Labor Code § 226.7 and IWC Wage Order
17 14-2001 or other applicable IWC Wage Orders, by failing to inform Plaintiffs and the Proposed
18 Class of their right to take meal periods and by failing to provide required meal periods throughout
19 the term of employment and failing to compensate said employees one (1) hours wages in lieu of
20 rest periods;

21 c. Whether Defendants violated Labor Code § 226.7 and IWC Wage Order 14
22 -2001 or other applicable IWC Wage Orders, by failing to inform Plaintiffs and the Proposed Class
23 of their right to take rest periods and failing to provide required rest periods throughout the term
24 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
25 periods;

26 d. Whether Defendants violated Labor Code § 2802 and/or Wage Order 14-
27 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the
28 cost of tools and using their own vehicles to perform required work;

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

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

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

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

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

15 **C. TYPICALITY**

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

20 **D. ADEQUACY OF REPRESENTATION**

21 44. Plaintiffs will fairly and adequately represent and protect the interests of the
22 members of the proposed Class.

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

25 **E. SUPERIORITY OF CLASS ACTION**

26 46. A class action is superior to other available means for the fair and efficient
27 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
28 practicable, and questions of law and fact common to the Proposed Class predominate over any

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

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

10 **VI.**

11 **FIRST CAUSE OF ACTION**

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

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

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

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

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

24 50. Defendants have had a consistent policy of failing to pay wages and/or overtime
25 to all Proposed Class Members at the appropriate rate. Plaintiffs and the Proposed Class were not
26 paid at the proper corresponding rate for all hours worked, including overtime. Plaintiffs and the
27 Proposed Class regularly worked in excess of eight hours in one workday and in excess of 40
28

1 hours in one workweek and not compensated at the appropriate overtime rate for all hours
2 worked.

3 51. Here, Defendants have had a consistent policy of failing to pay wages and/or
4 overtime to all Proposed Class Members at the appropriate rate. Plaintiffs and the Proposed Class
5 were not properly compensated for all hours worked because Defendants failed to pay Plaintiffs
6 and the Proposed Class for each and every hour worked. Plaintiffs and the Proposed Class were
7 required to routinely work “off the clock” and performed compensable activities before, during,
8 and after each working shift for which no pay was provided.

9 a. With regard to pre-shift work, Plaintiffs and the Proposed Class are required
10 to report to work prior to their scheduled shift and perform work but are
11 routinely told by Defendants to wait anywhere before Plaintiffs and the
12 Proposed Class can begin their scheduled shifts. Plaintiffs and the Proposed
13 Class are required to arrive to the job site thirty (30) minutes to get their tools
14 and materials ready. In addition, Plaintiffs and the Proposed Class are required
15 to walkaround ten (10) minutes every day from their cars to the field, all of
16 which is performed while “off the clock” and no pay is provided. Also, once a
17 month, Plaintiffs and the Proposed Class were required to attend a meeting
18 with the foreman, which occurred before Plaintiffs and the Proposed Class
19 member’s scheduled shifts. This required “off the clock” pre-shift work is
20 performed daily and Plaintiffs and the Proposed Class are not compensated for
21 this wait time or worked performed. During winter, Plaintiffs and the
22 Proposed Class are required to wait around thirty (30) minutes at least three
23 times during the season before they begin their scheduled shifts. Sometimes,
24 Plaintiffs and the Proposed Class are even sent back home after the waiting
25 time without pay. This required waiting time is not compensated by
26 Defendants. These activities and time are compensable, but Defendants fail to
27 pay Plaintiffs and the Proposed Class for this time worked.
28

- 1 b. In the middle of shifts, Defendants 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 one to two times per
5 week, but potentially more during peak season. The time spent by Plaintiffs
6 and the Proposed Class to travel between fields varies from ten (10) minutes
7 up to thirty (30) minutes, depending on what field they are traveling to.
8 Plaintiffs and the Proposed Class are not compensated for this travel time, nor
9 are Plaintiffs and the Proposed Class reimbursed for their use of their personal
10 vehicle to perform required work.
- 11 c. 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 line up and drop off their
13 boxes every day, before they could be dismissed. Plaintiffs and the Proposed
14 Class worked from approximately fifteen (15) minutes to twenty (20) minutes
15 every day after the end of their shift in order to line up and drop off their
16 boxes. Additionally, the foreman requires Plaintiffs and the Proposed Class to
17 finish their “corte” or row, and this can take around one (1) to two (2) hours
18 after the end of their shift. This time spent lining up to drop off their boxes
19 and finishing their rows, was performed after being “clocked out” and as such,
20 Plaintiffs and the Proposed Class are not compensated for this time even
21 though this time is compensable.
- 22 d. Additionally, Defendants have had a consistent policy of failing to pay wages
23 and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of
24 pay. Plaintiffs and the Proposed Class were not properly compensated for all
25 hours worked over eight (8) hours in one day or forty (40) hours in one week.
26 Plaintiffs and the Proposed Class were not properly compensated for overtime
27 worked because Defendants failed to pay Plaintiffs and the Proposed Class for
28 all hours worked over 8 hours per day or 40 hours per week. Defendants failed

1 to pay travel time, include work performed off-the-clock, and failed to
2 compensate Plaintiffs and the Proposed Class for all hours worked.

3 52. Defendants failed to pay travel time, include work performed off-the-clock, and
4 failed to compensate Plaintiffs and the Proposed Class for all hours worked

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

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

13 **VII.**

14 **SECOND CAUSE OF ACTION**

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

16 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

17 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

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

27 57. Defendants failed to apprise Plaintiffs and the Proposed Class of their rights
28 associated with meal periods and failed to provide timely meal periods. Defendants have had a

1 consistent policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal
2 periods; and (2) failed to pay such employees one (1) hour of pay at the employees regular rate of
3 compensation for each workday that the first meal period was not provided within the first (5)
4 hours of the shift or that a second meal period was not provided.

5 58. On Fridays, Defendants frequently interrupted Plaintiffs and the Proposed Class on
6 their meal period to hand out their paychecks. Plaintiffs and the Proposed Class are not provided
7 with a second meal period, despite working up to twelve (12) hours a day.

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

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

21 VIII.

22 THIRD CAUSE OF ACTION

23 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

24 FAILURE TO ALLOW REST PERIODS PURSUANT TO

25 LABOR CODE § 226.7

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

28 62. Labor Code § 226.7 requires an employer to pay an additional hour (1) of

1 compensation for each rest period the employer fails to provide. Employees are entitled to a paid
2 ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendants
3 failed to maintain a policy informing Plaintiffs and the Proposed Class of this right.

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

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

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

19 IX.

20 FOURTH CAUSE OF ACTION

21 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

22 FAILURE TO REIMBURSE EXPENSES PURSUANT TO

23 LABOR CODE § 2802

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

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

28 68. Defendants have failed to reimburse Plaintiffs and the Proposed Class the cost of

1 using their personal tools for business related purposes.

2 69. Defendants requires Plaintiffs and the Proposed Class to purchase a variety of tools
3 in order to perform their work adequately. These tools/equipment include: (1) harvest cart - \$45.00
4 per season; (2) blue gloves - \$25.00 every week; (3) a specialized ring (“anillo”) for berry
5 harvesting - \$10.00 per season; (4) tires for the harvest cart - \$10.00 twice per season; (5) scissors
6 - \$12.00 per season; (6) boots - \$25.00 per season. None of these tools are provided by Defendants.
7 Defendants fail to reimburse Plaintiffs and the Proposed Class for the costs associated with
8 purchasing and using these tools/equipment.

9 70. Defendants also required Plaintiffs and the Proposed Class to travel between fields
10 to perform work tasks. Because Defendants did not provide buses or other transportation to
11 workers so that they could travel from field to field in the middle of their shifts, Plaintiffs and the
12 Proposed Class used their own vehicles to travel from field to field. Defendants did not reimburse
13 Plaintiffs and the Proposed Class for their vehicle use for travel between Defendants’ job sites
14 during the course of a work shift, in violation of California law.

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

18 **X.**

19 **FIFTH CAUSE OF ACTION**

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

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

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

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

28 74. As a result of Defendants’ failure to pay wages as described above, Defendants has

1 failed to include the appropriate rates of pay and the accurate hours worked on itemized wage
2 statements for Plaintiffs and the Proposed Class.

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

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

14 77. Defendants' failure to provide accurate itemized wages statements according to
15 Labor Code § 226(a) was all done on a regular and consistent basis.

16 78. An employee suffering injury as a result of a knowing and intentional failure by an
17 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
18 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
19 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
20 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and
21 reasonable attorneys' fees.

22 **XI.**

23 **SIXTH CAUSE OF ACTION**

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

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

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

28 80. Numerous members of the Proposed Class including the Plaintiffs are no longer

1 employed by Defendants. They were either fired, quit Defendants' employ, or were seasonally
2 laid off.

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

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

14 **XII.**

15 **SEVENTH CAUSE OF ACTION**

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

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

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

20 84. This is a Class Action for Unfair Business Practices. Plaintiffs, on behalf of
21 themselves, on behalf of the general public, and on behalf of the Proposed Class, bring this claim
22 pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendants as alleged
23 in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the
24 general public, and the Proposed Class. Plaintiffs seek to enforce important rights affecting the
25 public interest within the meaning of Code of Civil Procedure § 1021.5.

26 85. Plaintiffs are each considered a "person" within the meaning of Business &
27 Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive
28 relief, restitution, and other appropriate equitable relief.

1 86. B&P Code § 17200, *et seq.* prohibits unlawful and unfair business practices.

2 87. California's wage and hour laws express fundamental public policies. Providing
3 employees with proper wages and compensation are fundamental public policies of this State and
4 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
5 vigorously minimum labor standards, to ensure that employees are not required or permitted to
6 work under substandard and unlawful conditions, and to protect law-abiding employers and their
7 employees from competitors who lower their costs by failing to comply with minimum labor
8 standards.

9 88. Defendants have violated statutes and public policies as alleged herein. Through
10 the conduct alleged in this Complaint, Defendants have acted contrary to these public policies,
11 have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
12 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiffs,
13 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
14 guaranteed to all employees under law.

15 89. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in
16 violation of § 17200, *et seq.* of the Business & Professions Code.

17 90. Defendants, by engaging in the conduct herein alleged, either knew or in the
18 exercise of reasonable care, should have known that the conduct was unlawful. As such it is a
19 violation of § 17200, *et seq.* of the Business & Professions Code.

20 91. As a proximate result of the above-mentioned acts of Defendants, Plaintiffs and
21 others similarly situated have been damaged in a sum as may be proven.

22 92. Unless restrained, Defendants will continue to engage in the unlawful conduct as
23 alleged above. Pursuant to the Business & Professions Code, this court should make such orders
24 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or
25 employment by Defendants, its agents, or employees, of any unlawful or deceptive practices
26 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution
27 and disgorgement of profits which may be necessary to restore Plaintiffs and members of the
28 proposed Class the money Defendants has unlawfully failed to pay.

XIII.

EIGHTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.

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

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

95. Plaintiffs bring this representative action on behalf of themselves and the State of California as well as a group of aggrieved employees defined as: "All persons who are employed or have been employed as a non-exempt employee by Rosendo Hernandez Hernandez dba Hernandez Farms LLC; and/or Elizabeth Lucas Angeles dba Lucas Farms, LLC, in the State of California since one (1) year prior to the date of Plaintiffs' PAGA Notice Letter to the LWDA and Defendant and continuing to the present". ("aggrieved employees").

96. In addition to the Labor Code claims alleged in detail above, Plaintiffs also allege that Defendants violated Labor Code §§ 245.5 and 246 as the basis for a PAGA claim on behalf of themselves and the aggrieved employees.

97. For at least one (1) year prior to the date of the letter sent to the Labor and Workforce Development Agency and Defendants giving notice of these PAGA claims and continuing to the present, Defendants have violated Labor Code §§ 245.5 and 246 with respect to Plaintiffs and the aggrieved employees.

98. Labor Code §245.5 and 246 provide that "[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee's itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee's payment of wages."

1 99. Here, Defendants have failed to set forth the amount of sick leave available, or paid
2 time off leave an employer provides in lieu of sick leave, on the itemized wage statements
3 described in Section 226 that it issues to Plaintiffs and all aggrieved employees. Therefore,
4 Defendants have violated Labor Code §245.5 and 246 with respect to our client and all aggrieved
5 employees.

6 100. Plaintiffs are each an aggrieved employee within the meaning of PAGA and
7 Defendants have violated Labor Code § 245.5 and 246 with respect to Plaintiffs and the aggrieved
8 employees.

9 101. As a result of the acts alleged above, Plaintiffs, on behalf of themselves and the
10 aggrieved employees, seeks penalties under Labor Code § 2699, *et seq.* because of Defendants’
11 violation of Labor Code §§ 245.5 and 246, for which a civil penalty applies under PAGA.

12 102. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code §
13 2699, *et seq.* because of Defendants’ violation of Labor Code §§ 201, 202, 203, 226(a), 226.7,
14 245.5, 246, 510, 512, 1194, 1194.2, 1199, and 2802, which call for civil penalties.

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

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

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

19 104. These penalties shall be allocated seventy-five percent (75%) to the LWDA and
20 twenty-five percent (25%) to the affected employees.

21 105. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the
22 LWDA¹ and mailed a letter by certified mail to Defendant’s entity address, which is 1892 Silva
23 Dr., Santa Maria, CA 93454, as proscribed by the Code on June 25, 2025, describing Defendants’
24 conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 245.5, 246, 510, 512, 1194,
25 1194.2, 1199, and 2802, (*see* Exhibit “1”). Plaintiffs also obtained an e-filing confirmation from
26

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 the LWDA confirming receipt of the notice (*see* Exhibit “2”). Additionally, Plaintiffs received
2 signed green return receipts from Defendants, indicating that it received Plaintiffs’ letter. (*see*
3 Exhibit “3”).

4 106. As no letter evidencing the LWDA’s intention to investigate was received by
5 Plaintiffs’ Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil
6 action as though the LWDA had not chosen to investigate pursuant to Labor Code
7 §2699.3(a)(2)(A). Plaintiffs will also provide the LWDA with a filed-stamped copy of the First
8 Amended Class and Representative Action Complaint immediately.

9 **RELIEF REQUESTED**

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

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

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

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

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

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

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

26 7. An order enjoining Defendants and its agents, servants, and employees, and all
27 persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or
28 overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon

1 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
2 1199, 2802, and IWC 14-2001;

3 8. For restitution for unfair competition pursuant to Business & Professions Code
4 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

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

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

9 11. For penalties under Labor Code §2699, *et seq.* for Defendants' violation of Labor
10 Code §§ 201, 202, 203, 226(a), 226.7, 245.5, 246, 510, 512, 1194, 1194.2, 1199, and 2802;

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

12 13. An award of attorneys' fees; and

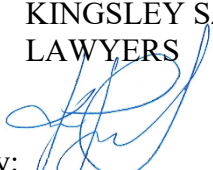
13 14. Such other and further relief as this Court may deem proper and just.

14 **DEMAND FOR JURY TRIAL**

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

16
17 DATED: September 2, 2025

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

18
19
20 By: 

Kelsey M. Szamet
Attorneys for Plaintiffs and the Proposed Class

EXHIBIT "1"



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June 25, 2025

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

Rosendo Hernandez Hernandez dba Hernandez Farms LLC
1892 Silva Dr.
Santa Maria, CA 93454
Via Certified Mailing # 9589 0710 5270 1148 9685 70

Elizabeth Lucas Angeles dba Lucas Farms, LLC
1892 Silva Dr.
Santa Maria, CA 93454
Via Certified Mailing # 9589 0710 5270 1148 9685 63

Re: Beatriz Zacarias Ninche; Teresa Lopez Encarnacion v. Rosendo Hernandez Hernandez
dba Hernandez Farms LLC; Elizabeth Lucas Angeles dba Lucas Farms, LLC

California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Beatriz Zacarias Ninche; Teresa Lopez Encarnacion (“Plaintiffs”) and a proposed group of current and former employees working for Rosendo Hernandez Hernandez dba Hernandez Farms LLC; Elizabeth Lucas Angeles dba Lucas Farms, LLC (“Defendants”) 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 Defendants’ 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 Rosendo Hernandez Hernandez dba Hernandez Farms LLC; and/or Elizabeth Lucas Angeles dba Lucas Farms, LLC, in the State of California since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

June 25, 2025

Page 2 of 3

Plaintiffs and the aggrieved employees worked for Defendants in or near Santa Barbara County, California as seasonal agricultural workers. Plaintiffs and the aggrieved employees worked in the cultivation and harvesting of strawberries (and occasionally green beans), and doing other agricultural work on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Defendants. Plaintiffs and the aggrieved employees were paid on an hourly basis and also earned a piece rate for work picking crops.

Defendants have 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 regularly worked 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, Defendants have 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 Defendants 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 Defendants to wait anywhere before Plaintiffs and the aggrieved employees can begin their scheduled shifts. Plaintiffs and the aggrieved employees are required to arrive to the job site thirty (30) minutes to get their tools and materials ready. In addition, Plaintiffs and the aggrieved employees are required to walkaround ten (10) minutes every day from their cars to the field, all of which is performed while “off the clock” and no pay is provided. Also, once a month, Plaintiffs and the aggrieved employees were required to attend a meeting with the foreman, which occurred before Plaintiffs and the aggrieved employees’ scheduled shifts. 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 thirty (30) minutes at least three times during the season before they begin their scheduled shifts.

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June 25, 2025

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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 Defendants. These activities and time are compensable, but Defendant fails to pay Plaintiffs and the aggrieved employees for this time worked.

In the middle of shifts, Defendants 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 one to two times per week, 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 thirty (30) minutes, 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 line up and drop off their boxes every day, before they could be dismissed. Plaintiffs and the aggrieved employees worked from approximately fifteen (15) minutes to twenty (20) minutes every day after the end of their shift in order to line up and drop off their boxes. Additionally, the foreman requires Plaintiffs and the aggrieved employees to finish their “corte” or row, and this can take around one (1) to two (2) hours after the end of their shift. This time spent lining up to drop off their boxes and finishing their rows, 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, Defendants have 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 Defendants failed to pay Plaintiffs and the aggrieved employees for all hours worked over 8 hours per day or 40 hours per week. Defendants 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

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Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the 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, Defendants failed to apprise Plaintiffs and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendants have 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. On Fridays, Defendants frequently interrupted Plaintiffs and the aggrieved employees on their meal period to hand out their paychecks. 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, Defendants 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 apprise 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 Defendants 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 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

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June 25, 2025

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unlawful.

Defendants have failed to reimburse Plaintiffs and aggrieved employees the cost of using their personal tools for business related purposes. Defendants requires Plaintiffs and the aggrieved employees to purchase a variety of tools in order to perform their work adequately. These tools/equipment include: (1) harvest cart - \$45.00 per season; (2) blue gloves - \$25.00 every week; (3) a specialized ring (“anillo”) for berry harvesting - \$10.00 per season; (4) tires for the harvest cart - \$10.00 twice per season; (5) scissors - \$12.00 per season; (6) boots - \$25.00 per season. None of these tools are provided by Defendants. Defendants fail to reimburse Plaintiffs and the aggrieved employees for the costs associated with purchasing and using these tools/equipment.

Defendants also required Plaintiffs and all aggrieved employees to travel between fields to perform work tasks. Because Defendants 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. Defendants did not reimburse Plaintiffs and the aggrieved employees for their vehicle use for travel between Defendants’ job sites during the course of a work shift, in violation of California law.

As a result of the claims alleged above, Defendants 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, Defendants 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.

Labor Code §245.5 and 246 provide that “[a]n employer shall provide an employee with written notice that sets forth the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, for use on either the employee’s itemized wage statement described in Section 226 or in a separate writing provided on the designated pay date with the employee’s

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June 25, 2025

Page 6 of 7

payment of wages.” Here, Defendants have failed to set forth the amount of sick leave available, or paid time off leave an employer provides in lieu of sick leave, on the itemized wage statements described in Section 226 that it issues to Plaintiffs and all aggrieved employees. Therefore, Defendant has violated Labor Code §245.5 and 246 with respect to our client and all aggrieved employees. Thus, Plaintiffs are aggrieved employees within the meaning PAGA.

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 Defendants’ employ or upon each seasonal lay off. As such, Plaintiffs are aggrieved employees and Defendants 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, Defendants 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), Defendants 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, 245.5, 246, 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.

LABOR & WORKFORCE DEVELOPMENT AGENCY

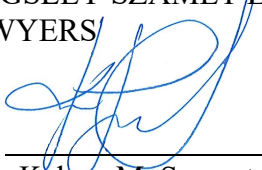
California Labor Code §2699 Penalties

June 25, 2025

Page 7 of 7

Very truly yours,

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

By: 

Kelsey M. Szamet

[KMS/tg]

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

EXHIBIT "2"

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.



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 Employment Lawyers

(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 1200

Your Mobile Phone Number

818-990-8300

Your Work Phone Number

818-990-8300

Your City *

Encino

Your State *

California

**Your Zip/Postal Code ***

91436



Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Beatriz Zacarias Ninche

Plaintiff/Aggrieved Employee Occupation *

Farmworker

Plaintiff Information[Remove](#)**Plaintiff/Aggrieved Employee Name ***

Teresa Lopez Encarnacion

Plaintiff/Aggrieved Employee Occupation *

Farmworker

[Add Additional Plaintiffs](#)**Employer Information****Employer Entity Type ***

Please select... ▼

Employer Name *

Rosendo Hernandez Hernandez dba Hernanc

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1892 Silva Dr.

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code *

93454

**Employer Industry ***

Agriculture ▼

Add additional defendants☒ Add any entity other than an individual☐ Add an individual/sole proprietor employer**Additional Employer Information (Corporation/General Partnership)****Employer Entity Type**

Please select... ▼

Employer Name *

Elizabeth Lucas Angeles dba Lucas Farms, LL

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1892 Silva Dr.

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code *

93454



Employer Industry *[Add Additional Employers](#)**Notice General Information****Estimated Number of Employees Impacted by Violations ***

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**Other PAGA Notices**

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

- ☒ No, there are no other PAGA claims against the employer(s) named in my New PAGA Claim Notice.
- ☐ Yes, other PAGA claims are listed on the website, or I am aware of other PAGA claims against the employer(s) named in my New PAGA Claim Notice.

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

PAGA Letter – ...cas Farms.pdf

Do not attach any documents to the Notice.

Other Attachment – (if any) (must be a .pdf)

No file chosen

[Add Another Attachment](#)

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.**

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

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reCAPTCHA helps prevent automated form spam.

[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



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 Wed 6/25/2025 10:19 AM
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-1107561-25

Submission Type: PAGA Notice

Order Number: ORD-000330324

Total:\$75.00

Card Type: [REDACTED]

Date: 6/25/2025

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436



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 Wed 6/25/2025 10:20 AM
To Service <service@kingsleylawyers.com>

External Email!

6/25/2025

LWDA Case No. LWDA-CM-1107561-25
Law Firm : Kingsley Szamet Employment Lawyers
Plaintiff Name : Beatriz Zacarias Ninche, Teresa Lopez Encarnacion
Employer: Rosendo Hernandez Hernandez dba Hernandez Farms LLC
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](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

EXHIBIT "3"

USPS TRACKING #



9590 9402 8465 3186 4070 04

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

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box®
Kingsley Szamet Employment Lawyers
16133 Ventura Blvd
Suite 1200
Encino, CA 91436

*WAS paid by sender

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Elizabeth Lucas Angeles dba
Lucas Farms, LLC
1892 Silver Dr.
Santa Maria, CA 93454



9590 9402 8465 3186 4070 04

2. Article Number (Transfer from service label)

9589 0710 5270 1148 9685 63

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☒ Agent ☐ Addressee

B. Received by (Printed Name) Elizabeth Lucas C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes ☒ No
If YES, enter delivery address below:

3. Service Type

☐ Adult Signature ☐ Priority Mail Express®
☐ Adult Signature Restricted Delivery ☐ Registered Mail™
☒ Certified Mail® ☐ Registered Mail Restricted Delivery
☐ Certified Mail Restricted Delivery ☐ Signature Confirmation™
☐ Collect on Delivery ☐ Signature Confirmation Restricted Delivery
☐ Collect on Delivery Restricted Delivery ☐ Restricted Delivery

4. Mail Restricted Delivery ☐ (500)

Domestic Return Receipt

USPS TRACKING #

SANTA CLARITA CA 913

13 JUN 2025 PM 2 L

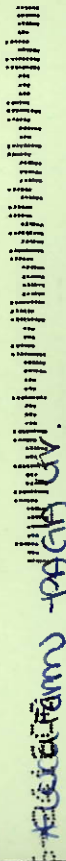
9590 9402 8465 3186 4070 11

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

United States
Postal Service

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

Kingsley Szamet Employment Lawyers
16133 Ventura Boulevard, Suite 1200
Encino, CA 91436



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Rosendo Hernandez Hernandez
 dba Hernandez Farms LLC
 1892 Silva Dr.
 Santa Maria, CA 93454



9590 9402 8465 3186 4070 11

2. Article Number (Transfer from service label)

589 0710 5270 1148 9685 70

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

☒ Agent
☐ Addressee

B. Received by (Printed Name)

Rosendo Hernandez

C. Date of Delivery

☐ Yes
☒ No

D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below:

JUN 28 2025

3. Service Type

- ☐ Adult Signature
- ☐ Adult Signature Restricted Delivery
- ☒ Certified Mail®
- ☐ Certified Mail Restricted Delivery
- ☐ Collect on Delivery
- ☐ Collect on Delivery Restricted Delivery
- ☐ Insured Mail
- ☐ Insured Mail Restricted Delivery (over \$500)
- ☐ Priority Mail Express®
- ☐ Registered Mail™
- ☐ Registered Mail Restricted Delivery
- ☐ Signature Confirmation™
- ☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt