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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF MONTEREY**

BENITO GONZALEZ; MACARIA  
LIGARIO; as individuals, on behalf of  
themselves and others similarly situated,

PLAINTIFFS,

v.

WISH FARMS CA, LLC; and DOES 1 thru  
50, inclusive,

DEFENDANTS.

CASE NO. 23CV001632

[Case Assigned for All Purposes to Hon.  
Carrie M. Panetta in Dept. 14]

**FIRST AMENDED CLASS AND  
REPRESENTATIVE ACTION  
COMPLAINT**

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

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199
2. Failure to Provide Compliant Rest Breaks Pursuant to Labor Code § 226.7
3. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiffs BENITO GONZALEZ; MACARIA LIGARIO, as individuals, on behalf of  
2 themselves and all others similarly situated, (“Plaintiffs”), and on behalf of the people of the State  
3 of California and as “aggrieved employees” under Labor Code Private Attorneys General Act of  
4 2004, § 2699, *et seq.* (hereafter “PAGA”), complain of Defendant WISH FARMS CA, LLC  
5 (“Defendant”) and each of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §  
9 382 and Labor Code §2699, *et seq.*, on behalf of Plaintiffs and a Proposed Class defined as:

10 All non-exempt employees who are employed or have been  
11 employed by WISH FARMS CA, LLC, in the State of California  
12 who worked one of more pay periods since four (4) years prior to  
13 the filing of this action to the present plus any additional time during  
14 which the statutes of limitation for the causes of action herein were  
tollled pursuant to Emergency Rule 9 of the California Rules of  
Court, the ‘Emergency Rules Related to COVID-19. (“Proposed  
Class”)

15 2. For at least four (4) years prior to the filing of this action continuing to the present,  
16 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class  
17 Members at the appropriate rate of pay. Plaintiffs and the Proposed Class were not properly  
18 compensated for all hours worked because Defendant failed to pay Plaintiffs and the Proposed  
19 Class for each and every hour worked. Plaintiffs and the Proposed Class routinely worked “off  
20 the clock” and performed compensable activities before and after working each shift for which no  
21 pay was provided. Further, Plaintiffs and the Proposed Class are not properly compensated for  
22 their time spent traveling from ranch to ranch. This time spent was “clocked out” and as such,  
23 Plaintiffs and the Proposed Class are not compensated for the time worked before, after, and during  
24 their working shifts even though this time is compensable.

25 3. For at least four (4) years prior to the filing of this action and continuing to the  
26 present, Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated  
27 with rest periods and failed to provide compliant rest periods. Defendant failed to provide  
28 Plaintiffs and the Proposed Class with rest breaks of not less than ten (10) minutes per four (4)

1 hour work period, or major fraction thereof. Instead, Defendant required Plaintiffs and the  
2 Proposed Class to forgo at least one of their rest breaks on a regular and consistent basis during  
3 the relevant time period. Moreover, Plaintiffs and the Proposed Class were not compensated with  
4 one (1) hour of wages at the regular rate of compensation for each missed rest period as described  
5 above and as required by Labor Code § 226.7. On the rare occasion, if any, that Defendant paid  
6 rest period premiums, Defendant has had a consistent policy of improperly paying rest period  
7 premiums at the base rate and not blended rate in violation of California rest period laws.

8 4. For at least four (4) years prior to the filing of this action and continuing to the  
9 present, Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of using their  
10 personal vehicles and purchasing specialized tools and/or equipment necessary to perform their  
11 job duties. The work performed by Plaintiffs and the Proposed Class necessitated the use of  
12 vehicles and tools/equipment. These vehicles and tools/equipment were not provided by  
13 Defendant. As a result, Plaintiffs and the Proposed Class purchased these tools and used their own  
14 vehicles and Defendant never reimbursed them for the costs.

15 5. For at least one (1) year prior to the filing of this action continuing to the present,  
16 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 14-  
17 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements reporting  
18 total hours worked by Plaintiffs and the Proposed Class and the appropriate rate of pay.

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

22 7. Plaintiffs, on behalf of themselves and all Proposed Class members bring this action  
23 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1194.2, 1199, and 2802; Wage  
24 Order 14-2001; and California Code of Regulations, Title 8, Section 11140, seeking unpaid  
25 wages/overtime, compliant rest periods, unreimbursed expenses, accurate itemized wage  
26 statements, other penalties, injunctive and other equitable relief, and reasonable attorneys’ fees  
27 and costs.

28 8. Plaintiffs, on behalf of themselves and all Proposed Class members, pursuant to

1 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and  
2 disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

3 9. For at least one (1) year prior to the date of the letter sent to the Labor Workforce  
4 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to  
5 PAGA and continuing to the present, Defendant has violated Labor Code provisions, as detailed  
6 below, giving rise to a claim pursuant to PAGA. Plaintiffs, on behalf of themselves and all  
7 aggrieved employees presently or formerly employed by Defendant during the liability period as  
8 defined in their PAGA notice letter (*see* Exhibit “1”), bring this representative action pursuant to  
9 Labor Code § 2699, *et seq.* seeking penalties for Defendant’s violations of Labor §§ 201, 202, 203,  
10 226(a), 226.7, 510, 1194, 1194.2, 1199, and 2802.

## 11 II.

### 12 JURISDICTION AND VENUE

13 10. This Court has subject matter jurisdiction over all causes of action asserted herein  
14 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure  
15 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive  
16 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the  
17 State of California or is subject to adjudication in the courts of the State of California.

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

22 12. Venue as to each Defendant is proper in this judicial district, pursuant to Code of  
23 Civil Procedure § 395. Defendant operates within California and does business within Monterey  
24 County. The unlawful acts alleged herein have a direct effect on Plaintiffs and all Proposed Class  
25 Members within the State of California and the county of Monterey.

26 13. This case should be classified as complex according to Rule 3.400 of the California  
27 Rules of Court, and assigned to a complex litigation judge and department, as it will involve  
28 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive

1 motion practice raising difficult or novel issues that will be time-consuming to resolve and would  
2 require substantial post judgment judicial supervision.

3 14. Plaintiffs file this amended complaint adding a claim for penalties pursuant to  
4 Labor Code § 2699, et seq. as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C).

5 **III.**

6 **PARTIES**

7 **A. PLAINTIFFS**

8 15. Plaintiffs BENITO GONZALEZ and MACARIA LIGARIO are residents of  
9 California.

10 16. Plaintiffs and all Proposed Class members, were regularly required to:

- 11 a. Work without being paid for all hours at the appropriate overtime rate;
- 12 b. Work without being paid for all hours worked;
- 13 c. Work without being provided compliant rest periods;
- 14 d. Work without being reimbursed for their out of pocket expenses;
- 15 e. Work without Defendant providing accurate itemized wage statements.

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

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

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

23 **B. DEFENDANTS**

24 20. Defendant WISH FARMS CA, LLC is believed to be a Florida corporation  
25 operating within the State of California. Defendant’s corporate address, according to the Secretary  
26 of State website<sup>1</sup> is believed to be 367 West Market Street Suite B Salinas, CA 93901. Upon  
27

28 <sup>1</sup> <https://bizfileonline.sos.ca.gov/search/business>

1 information and belief, Defendant employed Plaintiffs and similarly situated persons as hourly  
2 employees within California. Defendant has done and does business throughout the State of  
3 California.

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

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

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

#### 21 IV.

#### 22 FACTUAL BACKGROUND

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

27 25. Upon information and belief, Plaintiffs and the Proposed Class are covered by  
28 California Industrial Welfare Commission Occupational Wage Order No. 14-2001 (Title 8 Cal.

1 Code of Regs. § 11140).

2 26. From at least four (4) years prior to the filing of this action continuing to the present,  
3 Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class  
4 Members at the appropriate rate of pay, as follows:

5 a. First, Plaintiffs and the Proposed Class were not properly compensated for  
6 all hours worked because Defendant failed to pay Plaintiffs and the Proposed Class for each and  
7 every hour worked. Plaintiffs and the Proposed Class routinely worked “off the clock” and  
8 performed compensable activities before and after working each shift for which no pay was  
9 provided. Plaintiffs and the Proposed Class are not paid any wages for any pre-shift or post-shift  
10 activities. Plaintiffs and the Proposed Class often spend time preparing for their scheduled shifts  
11 while “clocked out”. At the end of their scheduled shifts, Defendant’s foremen punches out for  
12 Plaintiffs and the Proposed Class despite the fact that Plaintiffs and the Proposed Class members  
13 are still packing up for the day. This time spent packing up for the day was “clocked out” and as  
14 such, Plaintiffs and the Proposed Class members are not compensated for this time worked even  
15 though this time is compensable.

16 b. Second, Defendant had a consistent policy of failing to compensate  
17 Plaintiffs and the Proposed Class for their time spent traveling from ranch to ranch. Plaintiffs and  
18 the Proposed Class members were not properly compensated for their travel time between ranches,  
19 despite performing compensable activities. This time was spent “clocked out” and as such,  
20 Plaintiffs and the Proposed Class are not compensated for this time worked even though this time  
21 is compensable.

22 27. On a regular and consistent basis, Plaintiffs and the Proposed Class were not  
23 provided with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major  
24 fraction thereof. Instead, Defendant required Plaintiffs and the Proposed Class to forgo at least  
25 one of their rest breaks on a regular and consistent basis during the relevant time period.  
26 Specifically, Plaintiffs and the Proposed Class have been required to work four-hour increments  
27 (or major fractions thereof) without being provided with compliant second ten (10) minute rest  
28 periods. Plaintiffs and the Proposed Class were not compensated with one (1) hour of wages at the

1 regular rate of compensation for each missed rest period as described above and as required by  
2 Labor Code § 226.7. On the rare occasion, if any, that Defendant paid rest period premiums,  
3 Defendant has had a consistent policy of improperly paying rest period premiums at the base rate  
4 and not blended rate in violation of California law. Additionally, Defendant failed to maintain a  
5 policy of informing Plaintiffs and the Proposed Class of these rights.

6 28. On a regular and consistent basis, Plaintiffs and the Proposed Class have not been  
7 properly reimbursed expenses associated with the cost of using their personal vehicles and  
8 purchasing tools/equipment necessary for the completion of their job duties.

9 29. For at least one (1) year prior to the filing of this action continuing to the present,  
10 Defendant has failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 14-  
11 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements to Plaintiffs  
12 and the Proposed Class.

13 30. Defendant willfully failed to pay wages and compensation, when Plaintiffs and all  
14 Proposed Class members quit or were discharged. This failure was willful, without legal  
15 justification, and interfered with Plaintiffs’ and the Proposed Class members’ rights.

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

17 **V.**

18 **CLASS ACTION ALLEGATIONS**

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

22 All non-exempt employees who are employed or have been  
23 employed by WISH FARMS CA, LLC, in the State of California  
24 who worked one of more pay periods since four (4) years prior to  
25 the filing of this action to the present plus any additional time during  
26 which the statutes of limitation for the causes of action herein were  
27 tolled pursuant to Emergency Rule 9 of the California Rules of  
28 Court, the ‘Emergency Rules Related to COVID-19. (“Proposed  
Class”)

33. Plaintiffs reserve the right under Rule 3.765(b) of the California Rules of Court to  
amend or modify the class description with greater specificity, by division into subclasses, or by

1 limitation to particular issues.

2 34. This action has been brought and may properly be maintained as a class action  
3 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined  
4 community of interest in the litigation and the Proposed Class are easily ascertainable.

5 **A. NUMEROSITY**

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

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

14 **B. COMMONALITY**

15 37. There are questions of law and fact common to the Proposed Class that predominate  
16 over any questions affecting only individual Proposed Class members. These common questions  
17 of law and fact include, without limitation:

18 a. Whether Defendant failed to pay wages and/or overtime compensation as  
19 required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, 1194.2, and 1199;

20 b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 14-  
21 2001 or other applicable IWC Wage Orders by failing to provide required rest periods throughout  
22 the term of employment and/or failing to compensate Proposed Class members one (1) hour of  
23 wages at their regular rate of compensation in lieu of rest periods;

24 c. Whether Defendants violated Labor Code § 2802 and/or Wage Order 14-  
25 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the  
26 cost of vehicles and tools and/or equipment;

27 d. Whether Defendants violated Labor Code § 226(a) and Wage Order 14-  
28 2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11140 by failing

1 to provide an accurate itemized wage statements that accurately report the total hours worked and  
2 the applicable rates, for Plaintiffs and the members of the Proposed Class;

3 e. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay  
4 compensation due and owing at the time that any Proposed Class member's employment with  
5 Defendant terminated;

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

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

10 h. Whether Defendant violated Labor Code § 2699, *et seq.* by engaging in the  
11 acts alleged herein.

12 **C. TYPICALITY**

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

17 **D. ADEQUACY OF REPRESENTATION**

18 39. Plaintiffs will fairly and adequately represent and protect the interests of the  
19 members of the proposed Class.

20 40. Counsel who represents Plaintiffs and the Proposed Class are competent and  
21 experienced in litigating large employment class actions.

22 **E. SUPERIORITY OF CLASS ACTION**

23 41. A class action is superior to other available means for the fair and efficient  
24 adjudication of this controversy. Individual joinder of all Proposed Class members is not  
25 practicable, and questions of law and fact common to the Proposed Class predominate over any  
26 questions affecting only individual members of the Proposed Class. Each member of the Proposed  
27 Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or  
28 practice of failing to pay all wages due, failing to provide compliant rest periods, failing to

1 reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all  
2 wages upon resignation or termination.

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

7 **VI.**

8 **FIRST CAUSE OF ACTION**

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

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

11 **LABOR CODE §§ 510, 1194, 1194.2, AND 1199**

12 43. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and  
13 incorporates by reference all previous paragraphs.

14 44. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its  
15 employees at the rate of no less than one and one-half times the regular rate of pay for any work  
16 in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

17 45. Here, Defendant has had a consistent policy of failing to pay wages and/or overtime  
18 to Plaintiff and the Proposed Class. Plaintiff and the Proposed Class were not properly  
19 compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week.

20 46. Plaintiffs and the Proposed Class members were not properly compensated for all  
21 hours worked because Defendant failed to pay Plaintiffs and the Proposed Class for each and every  
22 hour worked. Plaintiffs and the Proposed Class members routinely worked “off the clock” and  
23 performed compensable activities before and after working each shift for which no pay was  
24 provided.

25 47. Plaintiffs and the Proposed Class members are not paid any wages for any pre-shift  
26 or post-shift activities. Plaintiffs and members of the Proposed Class often spend time preparing  
27 for their scheduled shifts while “clocked out”.

28 48. At the end of their scheduled shifts, Defendant’s foremen punches out for Plaintiffs

1 and the Proposed Class despite the fact that Plaintiffs and the Proposed Class members are still  
2 packing up for the day.

3 49. This time spent packing up for the day was “clocked out” and as such, Plaintiffs  
4 and the Proposed Class are not compensated for this time worked even though this time is  
5 compensable.

6 50. Further, Defendant had a consistent policy of failing to compensate Plaintiffs and  
7 members of the Proposed Class for their time spent traveling from ranch to ranch.

8 51. Plaintiffs and the Proposed Class members were not properly compensated for their  
9 travel time between ranches, despite performing compensable activities. This time was spent  
10 “clocked out” and as such, Plaintiffs and the Proposed Class are not compensated for this time  
11 worked even though this time is compensable.

12 52. By their policy of requiring Plaintiffs and members of the Proposed Class to work  
13 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without  
14 compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully  
15 violated the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199.

16 53. As a result of the unlawful acts of Defendant, Plaintiffs and the Proposed Class  
17 members have been deprived of wages and/or overtime in amounts to be determined at trial, and  
18 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys’ fees, and  
19 costs.

20 **VII.**

21 **SECOND CAUSE OF ACTION**

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

23 **FAILURE TO PROVIDE REST PERIODS PURSUANT TO**

24 **LABOR CODE § 226.7**

25 54. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and  
26 incorporates by reference all previous paragraphs.

27 55. Labor Code § 226.7 and IWC Wage Order 14 require an employer to provide rest  
28 periods or to pay an additional one (1) hour of wages for each rest period the employer fails to

1 provide. Employees are entitled to a ten (10) minute rest break for every four (4) hours worked or  
2 major fraction thereof.

3 56. Defendant failed to maintain a policy informing Plaintiffs and the Proposed Class  
4 of this right.

5 57. Plaintiffs and the Proposed Class consistently worked shifts over three and one-half  
6 hours.

7 58. On a regular and consistent basis, Defendant failed to provide Plaintiffs and the  
8 Proposed Class with rest breaks of not less than ten (10) minutes per four (4) hour work period or  
9 major fraction thereof during the relevant time period. Instead, Defendant required Plaintiffs and  
10 the Proposed Class to forgo at least one of their rest breaks on a regular and consistent basis during  
11 the relevant time period. Specifically, Plaintiffs and the Proposed Class have been required to  
12 work four-hour increments (or major fractions thereof) without being provided with compliant  
13 second ten (10) minute rest periods.

14 59. Plaintiffs and the Proposed Class were not compensated with one (1) hour of wages  
15 at the regular rate of compensation for each missed rest period as described above and as required  
16 by Labor Code § 226.7.

17 60. On the rare occasion if any that Defendant paid rest period premiums, Defendant  
18 has had a consistent policy of improperly paying rest period premiums at the base rate and not  
19 blended rate.

20 61. Defendant's policies and practices as alleged herein violate Labor Code § 226.7  
21 and are inconsistent with the California Supreme Court's recent decision in *Ferra v. Loews*  
22 *Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021) ("we hold that the term 'regular rate of  
23 compensation' in section 226.7(c) has the same meaning of regular rate of pay' in section 510(a)  
24 and encompass not only hourly wages, but all nondiscretionary payments for work performed by  
25 the employee.").

26 62. Pursuant to Labor Code § 226.7, Plaintiffs and the Proposed Class are entitled to  
27 damages in an amount equal to one (1) hour of wages at the regular rate of compensation per  
28 missed rest break, per day in a sum to be proven at trial.

1 **VIII.**

2 **THIRD CAUSE OF ACTION**

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

4 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

5 **LABOR CODE § 2802**

6 63. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and  
7 incorporates by reference all previous paragraphs.

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

10 65. Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of  
11 using their personal vehicles and tools/equipment for business related purposes but were necessary  
12 for the performance of Plaintiffs and the Proposed Class's job duties.

13 66. Defendant required that Plaintiffs and the Proposed Class use their own vehicles to  
14 for work-related purposes. Specifically, Plaintiffs and the Proposed Class were required to use  
15 their personal vehicle to travel between Defendant's ranches and carry Defendant's products, and  
16 this was necessary to perform their job duties.

17 67. Defendant did not provide a car, truck, and/or other alternative means of  
18 transportation for Plaintiffs and other members of the Proposed Class to use to complete their job  
19 duties.

20 68. Defendant also required Plaintiffs and the Proposed Class to purchase their own  
21 tools and/or equipment such as knee protectors, shovels, scissors, and knives, and this was  
22 necessary to perform their job duties.

23 69. These tools and/or equipment that were used to pick crops on Defendant's ranches  
24 were not provided by Defendant. Plaintiffs and the Proposed Class members were required to  
25 purchase these necessary tools and/or equipment.

26 70. On a regular and consistent basis, Defendant failed to reimburse Plaintiffs and the  
27 Proposed Class for the costs associated with using their personal vehicles and purchasing  
28 tools/equipment all in violation of Labor Code § 2802.

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

IX.

#### **FOURTH CAUSE OF ACTION**

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

**VIOLATION OF LABOR CODE § 226(A)**

72. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

73. California Labor Code § 226(a) requires employers to issue wage statements that accurately report total hours worked, accurately report appropriate rates of pay and the corresponding number of hours worked at each hourly rate. (Labor Code §§ 226(a)(2), and (9).)

74. Plaintiffs and the Proposed Class are issued wage statements that do not include the total hours worked by the employee.

75. Plaintiffs and the Proposed Class are issued wage statements that do 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.

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

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

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1 X.

2 FIFTH CAUSE OF ACTION

3 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

4 WAITING TIME PENALTIES UNDER LABOR CODE § 203

5 78. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and  
6 incorporates by reference all previous paragraphs.

7 79. Numerous members of the Proposed Class including the Plaintiffs are no longer  
8 employed by Defendant. They were either fired or quit Defendant's employ.

9 80. Defendant's failure to pay wages, as alleged above was willful in that Defendant  
10 knew wages to be due but failed to pay them, thus entitling Plaintiffs and the Proposed Class to  
11 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a  
12 penalty until paid for a period of up to thirty (30) days from the time they were due.

13 81. Defendant has failed to pay Plaintiffs and others a sum certain at the time of  
14 termination or within seventy-two (72) hours of their resignation, and have failed to pay those  
15 sums for thirty (30) days thereafter.

16 82. Pursuant to the provisions of Labor Code § 203, Plaintiffs and the Proposed Class  
17 are entitled to a penalty in the amount of Plaintiffs' and the Proposed Class members' daily wage  
18 multiplied by thirty (30) days.

19 XI.

20 SIXTH CAUSE OF ACTION

21 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

22 UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

23 83. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and  
24 incorporates by reference all previous paragraphs.

25 84. This is a Class Action for Unfair Business Practices. Plaintiffs, on behalf of  
26 themselves, on behalf of the general public, and on behalf of the Proposed Class, bring this claim  
27 pursuant to Business & Professions Code § 17200, *et seq.* The conduct of Defendant as alleged in  
28 this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiffs, the general

1 public, and the Proposed Class. Plaintiffs seek to enforce important rights affecting the public  
2 interest within the meaning of Code of Civil Procedure § 1021.5.

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

6 86. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business  
7 practices.

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

15 88. Defendant has violated statutes and public policies as alleged herein. Through the  
16 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have  
17 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair  
18 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiffs,  
19 and all persons similarly situated, and all interested persons of rights, benefits, and privileges  
20 guaranteed to all employees under law.

21 89. Defendant’s conduct, as alleged hereinabove, constitutes unfair competition in  
22 violation of § 17200, *et seq.* of the Business & Professions Code.

23 90. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise  
24 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of  
25 § 17200, *et seq.* of the Business & Professions Code.

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

28 92. Unless restrained, Defendant will continue to engage in the unlawful conduct as

1 alleged above. Pursuant to the Business & Professions Code, this court should make such orders  
2 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or  
3 employment by Defendant, its agents, or employees, of any unlawful or deceptive practices  
4 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution  
5 and disgorgement of profits which may be necessary to restore Plaintiffs and members of the  
6 proposed Class the money Defendant has unlawfully failed to pay.

7 **XII.**

8 **SEVENTH CAUSE OF ACTION**

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

10 93. Plaintiffs, on behalf of themselves and all aggrieved employees, reallege and  
11 incorporate by reference all previous paragraphs.

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

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

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

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

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

22 97. Pursuant to Labor Code § 2699.3(a)(1), Plaintiff uploaded a notice letter to the  
23 LWDA<sup>2</sup> and mailed a letter by certified mail to Defendant's entity address, as proscribed by the  
24 Code on May 19, 2023, describing Defendant's conduct in violation of Labor Code §§ 201, 202,  
25 203, 226(a), 226.7, 510, 1194, 1194.2, 1199, and 2802. (*see* Exhibit "1.") Plaintiffs received signed  
26 green return receipts from Defendant, confirming that it received Plaintiffs' notice letter. (*see*

27 <sup>2</sup> Plaintiff 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>).

Exhibit “2”). Plaintiffs also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit “3”).

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

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

**RELIEF REQUESTED**

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

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

2. For compensatory damages in the amount of Plaintiffs’ and each Proposed Class members’ hourly wage at the appropriate regular rate of compensation for each rest period that Defendant failed to provide from at least four (4) years prior to the filing of this action to the present as may be proven;

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

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

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

6. An award of prejudgment and post judgment interest;

7. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or

1 overtime, rest periods, unreimbursed business expenses, accurate itemized wage statements, and  
2 wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510,  
3 1194, 1194.2, 1199, 2802, and IWC 14-2001;

4 8. For restitution for unfair competition pursuant to Business & Professions Code  
5 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

6 9. For penalties and other relief pursuant to Labor Code §2699, *et seq.* for Plaintiffs  
7 and all other Aggrieved Employees for Defendant's violation of Labor Code §§ 201, 202, 203,  
8 226(a), 226.7, 510, 1194, 1194.2, 1199, and 2802; Wage Order 14-2001; and California Code of  
9 Regulations, Title 8, Section 11140.

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

11 11. An award of attorneys' fees; and

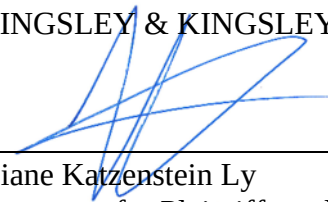
12 12. Such other and further relief as this Court may deem proper and just.

13 **DEMAND FOR JURY TRIAL**

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

15  
16 DATED: July 24, 2023

KINGSLEY & KINGSLEY, APC

17  
18 By: 

Liane Katzenstein Ly

Attorneys for Plaintiffs and the Proposed Class

**EXHIBIT "1"**

# KINGSLEY & KINGSLEY

| L A W Y E R S |

May 19, 2023

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

Wish Farms CA, LLC  
367 West Market Street  
Suite B  
Salinas, CA 93901  
*Via Certified Mailing # 7022 3330 0002 1335 6376*

Wish Farms CA, LLC  
100 Stearns St.  
Plant City, FL 33563-5045  
*Via Certified Mailing # 7022 3330 0002 1335 6383*

Re: Benito Gonzalez; Macaria Ligario v. Wish Farms CA, LLC  
*California Labor Code § 2699 Penalties*

Gentlepersons:

This office represents Benito Gonzalez; Macaria Ligario (“Plaintiffs”) and a proposed group of current and former employees working for Wish Farms CA, LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiffs and all of Defendant’s aggrieved employees.

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by Wish Farms CA, LLC, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19. (“aggrieved employees”).

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight

LABOR & WORKFORCE DEVELOPMENT AGENCY

*California Labor Code §2699 Penalties*

May 19, 2023

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hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and all aggrieved employees. Plaintiffs and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week.

Plaintiffs and other aggrieved employees were not properly compensated for all hours worked because Defendant failed to pay Plaintiffs and the aggrieved employees for each and every hour worked. Plaintiffs and the aggrieved employees routinely worked “off the clock” and performed compensable activities before and after working each shift for which no pay was provided. Plaintiffs and the aggrieved employees are not paid any wages for any pre-shift or post-shift activities. Plaintiffs and the aggrieved employees often spend time preparing for their scheduled shifts while “clocked out”. At the end of their scheduled shifts, Defendant’s foremen punches out for Plaintiffs and the aggrieved employees despite the fact that Plaintiffs and the aggrieved employees are still packing up for the day. This time spent packing up for the day was “clocked out” and as such, Plaintiffs and the aggrieved employees are not compensated for this time worked even though this time is compensable.

Further, Defendant had a consistent policy of failing to compensate Plaintiffs and all aggrieved employees for their time spent traveling from ranch to ranch. Plaintiffs and the aggrieved employees were not properly compensated for their travel time between ranches, despite performing compensable activities. This time was spent “clocked out” and as such, Plaintiffs and the aggrieved employees are not compensated for this time worked even though this time is compensable.

Defendant failed to apprise Plaintiffs and the aggrieved employees of their rights associated with rest periods and failed to provide compliant rest periods. Pursuant to Labor Code § 226.7 and Wage Order 14-2001, Defendant failed to provide Plaintiffs and the aggrieved employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Instead, Defendant required Plaintiffs and all aggrieved employees to forgo at least one of their rest breaks on a regular and consistent basis during the relevant time period. Specifically, Plaintiffs and the aggrieved employees have been required to work four-hour increments (or major fractions thereof) without being provided with compliant second ten (10) minute rest periods.

Moreover, Plaintiffs and the aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each missed rest period as described above and as required by Labor Code § 226.7. On the rare occasion if any that Defendant paid rest period premiums, Defendant has had a consistent policy of improperly paying rest period premiums at the base rate and not blended rate. Defendant’s policies and practices as alleged herein violate Labor Code § 226.7 and are inconsistent with the California Supreme Court’s recent decision in *Ferra v. Loews Hollywood Hotel, LLC*, 11 Cal. 5th 858, 878 (2021) (“we hold that the term ‘regular rate of compensation’ in section 226.7(c) has the same meaning of regular rate of pay’ in section

LABOR & WORKFORCE DEVELOPMENT AGENCY

*California Labor Code §2699 Penalties*

May 19, 2023

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510(a) and encompass not only hourly wages, but all nondiscretionary payments for work performed by the employee.”). As such, Plaintiffs are aggrieved employees within the meaning of PAGA and Defendant has violated Labor Code § 226.7 as well as IWC Wage Order No. 14-2001 with respect to Plaintiffs and all aggrieved employees.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. Defendant has failed to reimburse Plaintiffs and aggrieved employees the cost of using their personal vehicles and tools/equipment for business related purposes.

First, Defendant required that Plaintiffs and the aggrieved employees use their own vehicles for work-related purposes. Specifically, Plaintiffs and other aggrieved employees were required to use their personal vehicle to travel between Defendant’s ranches and carry Defendant’s products, and this was necessary to perform their job duties. Defendant did not provide a car, truck, and/or other alternative means of transportation for Plaintiffs and other aggrieved employees to use to complete their job duties.

Additionally, Defendant required Plaintiffs and the aggrieved employees to purchase their own tools and/or equipment such as knee protectors, shovels, scissors, and knives, and this was necessary to perform their job duties. These tools and/or equipment that were used to pick crops on Defendant’s ranches were not provided by Defendant. Plaintiffs and aggrieved employees were required to purchase these necessary tools and/or equipment. As such, Defendant failed to reimburse Plaintiffs and the aggrieved employees for the costs associated with using their personal vehicles and purchasing tools/equipment.

As a result of the claims alleged above, Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) which requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period, and the corresponding number of hours worked at each hourly rate by the employee.

Labor Code §226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. 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 Defendant has violated Labor Code §226(a) with respect to Plaintiffs and all aggrieved employees.

Also, Defendant issued to Plaintiffs and the aggrieved employees itemized wage statements that

LABOR & WORKFORCE DEVELOPMENT AGENCY

*California Labor Code §2699 Penalties*

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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 § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiffs and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ. As such, Plaintiffs are aggrieved employees and Defendant failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 1194, 1194.2, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/km

Cc: 1. Martinez Aguilaoscho Law, Inc., P.O. Box 1998, Bakersfield, CA 93303

## **EXHIBIT "2"**



State of California

Labor and Workforce Development Agency /  
Department of Industrial Relations

## Private Attorneys General Act (PAGA) – Filing

## New PAGA Claim Notice

## Your Information (Person Who is Filing)

Your First Name \*

Liane

Your Last Name \*

Ly

Firm Name (if any) \*

Kingsley &amp; Kingsley, APC

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

Your Email Address \*

service@kingsleykingsley.c

Your Street Name, Number and Suite/Apt \*

16133 Ventura Blvd Suite

Your Mobile Phone Number

8189908300

Your City \*

Encino

Your Work Phone Number

8189908300

Your State \*

California

Your Zip/Postal Code \*

91436

## Plaintiff Information

Plaintiff/Aggrieved Employee Name \*

Benito Gonzalez

Plaintiff/Aggrieved Employee Occupation \*

farm worker

## Plaintiff Information

Plaintiff/Aggrieved Employee Name \*

Macaria Ligario

Plaintiff/Aggrieved Employee Occupation \*

farm worker

[Remove](#)[Add Additional Plaintiffs](#)

## Employer Information

## Employer Entity Type

Corporation ▼

## Employer Name \*

Wish Farms CA, LLC

Maximum 80 Character Limit

## Employer Street Name, Number and Suite/Apt \*

367 West Market Street, Suite B

## Employer City \*

Salinas

## Employer State \*

California ▼

## Employer Zip/Postal Code \*

93901

## 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

Corporation ▼

## Employer Name \*

Wish Farms CA, LLC

Maximum 80 Character Limit

## Employer Street Name, Number and Suite/Apt \*

100 Stearns St.

## Employer City \*

Plant City

## Employer State \*

Florida ▼

## Employer Zip/Postal Code \*

33563-5045

## Employer Industry \*

Agriculture ▼

[Add Additional Employers](#)

## Notice General Information

## Estimated Number of Employees Impacted by Violations \*

50

**Notice Violations – Check All that Apply \***

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

**Child Labor – Specify Ages**

**PAGA Claim Type – Check All that Apply \***

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

**Filing Fee**

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

**IFP**

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

**Billing information****Billing First Name \***

Eric

**Billing Last Name \***

Kingsley

**Billing Email \***

service@kingsleykingsley.c

**Billing Phone**

8189908300

**Billing Street Name, Number and Suite/Apt \***

16133 Ventura Blvd Suite 1200

**Billing City \***

Encino

**Billing State \***

California

**Billing Zip/Postal Code \***

91436

**Credit Card Type \***

[REDACTED] ▼

**Credit Card Number \***

[REDACTED]

**CVV Number \***

[REDACTED]

**Credit Card Expiration Month \***

[REDACTED]

mm

**Credit Card Expiration Year \***

[REDACTED]

yyyy

**Notice and Other Attachments****PAGA Claim Notice (must be a .pdf) \*****Choose File** LWDA Letter ...ms CA LLC.pdf**Other Attachment – (if any) (must be a .pdf)****Choose File** No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto:PAGAInfo@dir.ca.gov)

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

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

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

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

[Click Here](#) to Search Case

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**From:** noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>  
**Sent:** Friday, May 19, 2023 12:47 PM  
**To:** Service Email  
**Subject:** Thank you for submission of your PAGA Case.

External Email!

5/19/2023

LWDA Case No. LWDA-CM-956190-23  
Law Firm : Kingsley & Kingsley, APC  
Plaintiff Name : Benito Gonzalez, Macaria Ligario  
Employer: Wish Farms CA, 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.

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website:

[https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate\\_Attorneys\\_General\\_Act.htm&data=05%7C01%7CLealie%40kingsleykingsley.com%7Cac0389d4f235453bcd1a08db58a1d5bf%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638201224334090017%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=gnFlpTzZpKpt0qmnRzRT088nOqUWsMclKx63v%2FJ8fM4%3D&reserved=0](https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7CLealie%40kingsleykingsley.com%7Cac0389d4f235453bcd1a08db58a1d5bf%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638201224334090017%7CUnknown%7CTWFpbGZsb3d8eyJWlloiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IklhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=gnFlpTzZpKpt0qmnRzRT088nOqUWsMclKx63v%2FJ8fM4%3D&reserved=0)

---

**From:** noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>  
**Sent:** Friday, May 19, 2023 12:48 PM  
**To:** Service Email  
**Subject:** State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-956190-23

Order Number: ORD-000222447

Total:\$75.00

Card Type: Master Card

Date: 5/19/2023

---

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd Suite 1200

Encino, California

91436

## **EXHIBIT "3"**

## 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:

Wish Farms CA, LLC  
100 Stearn St.  
Plant City, FL 33563-5045



9590 9402 7019 1225 1739 56

## 2. Article Number (Transfer from service label)

7022 3330 0002 1335 6383

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

John Sauer

C. Date of Delivery

5-23-23

D. Is delivery address different from item 1?

☐ Yes

If YES, enter delivery address below:

☒ No

## 3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured MailMail Restricted Delivery  
(0)☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation Restricted Delivery

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

Domestic Return Receipt

USPS TRACKING#



9590 9402 7019 1225 1739 56



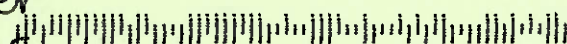
First-Class Mail  
Postage & Fees Paid  
USPS  
Permit No. G-10

United States  
Postal Service

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

KINGSLEY & KINGSLEY, APC  
16133 VENTURA BLVD.  
SUITE 1200  
ENCINO, CA 91436

PAGA Letter  
Wish Farms



## 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:

WISH Farms CA, LLC  
367 West Market Street  
Suite B  
Salinas, CA 93901



9590 9402 7019 1225 1739 49

2. Article Number (Transfer from service label)

7022 3330 0002 1335 6376

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

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

☐ Agent☐ Addressee

B. Received by (Printed Name)

Pilar Vigil

C. Date of Delivery

5-22-20

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

☐ Yes☒ No

## 3. Service Type

- ☐ Adult Signature  
☐ Adult Signature Restricted Delivery  
☒ Certified Mail®  
☐ Certified Mail Restricted Delivery  
☐ Collect on Delivery  
☐ Collect on Delivery Restricted Delivery

- ☐ Priority Mail Express®  
☐ Registered Mail™  
☐ Registered Mail Restricted Delivery  
☐ Signature Confirmation™  
☐ Signature Confirmation Restricted Delivery

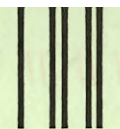
☐ Mail Restricted Delivery

Domestic Return Receipt

USPS TRACKING#



9590 9402 7019 1225 1739 49



First-Class Mail  
Postage & Fees Paid  
USPS  
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