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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MADERA

FRANCISCO VENTURA; VICTORIA
RAMIREZ; as individuals, on behalf of
themselves and others similarly situated

PLAINTIFFS,

v.

ACES FARM LABOR CONTRACTING
SERVICES, INC; THE FARMER'S
FLOWER; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. MCV089722

[Case Assigned for All Purposes to Dept. 44]

**[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.

ELECTRONICALLY FILED
Superior Court of California,
County of Madera
08/25/2023 at 09:52:03 AM
By: Annie Gomez, Deputy Clerk

1 Plaintiffs FRANCISCO VENTURA and VICTORIA MARTINEZ¹, as individuals, on
2 behalf of themselves and all others similarly situated (collectively, “Plaintiffs”), and on behalf of
3 the people of the State of California and as an “aggrieved employee” under Labor Code Private
4 Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”), complains of Defendants
5 ACES FARM LABOR CONTRACTING SERVICES, INC; THE FARMER’S FLOWER
6 (collectively, “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 non-exempt employees who are employed or have been
12 employed, by ACES FARM LABOR CONTRACTING
13 SERVICES, INC; THE FARMER’S FLOWER, in the State of
14 California who worked one of more pay periods since four (4) years
15 prior to the filing of this action to the present plus any additional
16 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.
 (“Proposed Class”)

17 2. Any limitations period referenced in this complaint is extended pursuant to
18 Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the
19 California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of
20 limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020
21 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action
22 that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the
23 relevant time period or statute of limitations referenced in this complaint is extended into the past
24 by the number of days in which this tolling was in effect.

25 3. Plaintiffs and the Proposed Class worked for Defendants, either directly or through

26 ¹ Plaintiffs sent a notice letter to the Labor and Workforce Development Agency
27 (“LWDA”) and Defendants Aces Farm Labor Contracting Services, Inc.; The Farmer’s Flower,
28 on June 20, 2023, which incorrectly stated Ms. Martinez’s last name as “Ramirez” instead of
“Martinez”. To correct this error, Plaintiffs sent an amended notice letter on July 31, 2023,
correctly stating Ms. Martinez’s last name as Martinez.

1 various Farm Labor Contractors (“FLC”), in or near Madera County, California as seasonal
2 agricultural workers. Plaintiffs and members of the Proposed Class worked in the cultivation and
3 harvest of cannabis, and doing other agricultural work, on land owned, leased, managed, and/or
4 operated, harvested, or otherwise made productive by Defendants. Plaintiffs and the Proposed
5 Class members were paid on a piece rate for work pruning crops.

6 4. From at least four (4) years prior to the filing of this action continuing to the present,
7 Defendants have had a consistent policy of failing to pay wages and/or overtime to all Proposed
8 Class Members at the appropriate rate of pay as follows:

9 a. Plaintiffs and the Proposed Class were not properly compensated for all hours
10 worked because Defendants failed to pay Plaintiffs and the Proposed Class for each and every hour
11 worked. Plaintiffs and the Proposed Class routinely worked “off the clock” and performed
12 compensable activities before, during, and after each working shift for which no pay was provided.
13 With regard to pre-shift work, Plaintiffs and the Proposed Class are required to report to work prior
14 to their scheduled shift and perform work, but are routinely told by Defendants to wait 1-2 hours
15 before they can begin their scheduled shifts. Additionally, Plaintiffs and the Proposed Class spend
16 time preparing their trays for crop picking while “off the clock”. In the middle of their shifts,
17 Defendants required Plaintiffs and the Proposed Class to travel between fields once they are done
18 picking at one field. With regard to post-shift work, at the end of each working shift Plaintiffs and
19 the Proposed Class are required to spend approximately thirty (30) minutes after their scheduled
20 shift has ended putting away ladders and other work-related equipment. Defendants failed to
21 record the waiting time, including work performed off-the-clock, and failed to compensate
22 Plaintiffs and the Proposed Class for all hours worked.

23 b. Furthermore, in order to avoid overtime requirements, Defendants would
24 frequently require Plaintiffs and the Proposed Class members to work two (2) shifts in one day,
25 and when this occurs, Plaintiffs and the Proposed Class members are not compensated for
26 overtime. Defendants fail to combine these two shifts and pay at the overtime rate for shifts over
27 eight hours. Because Plaintiffs and the Proposed Class members would always work 6 hours in the
28 morning, they were expected to work another 6 hours the same day to complete the rest of the

1 day's work without actually working overtime, and as such Plaintiffs and the Proposed Class
2 members were paid less than their proper compensation.

3 5. From at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendants failed to apprise Plaintiffs and the Proposed Class of their rights associated
5 with meal periods and failed to provide compliant meal periods. Defendants have had a consistent
6 policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal periods; and (2)
7 failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation
8 for each workday that the complaint meal period was not provided, as required by California state
9 wage and hour laws. Additionally, Defendants have had a consistent policy of failing to pay meal
10 period premiums in compliance with California law.

11 6. From at least four (4) years prior to the filing of this action and continuing to the
12 present, Defendants failed to apprise Plaintiffs and the Proposed Class of their rights associated
13 with rest periods and failed to provide compliant rest periods. Defendants have had a consistent
14 policy of failing to provide all required rest periods of at least ten (10) minutes per four (4) hours
15 worked or major fraction thereof. Further, for a period of time, Plaintiffs and the Proposed Class
16 were earning compensation on a piece rate basis. As piece rate employees, Plaintiffs and the
17 Proposed Class only earn compensation when they are producing. As such, if an employee took a
18 ten-minute rest period, this time would not be compensated. Defendants do not provide a paid rest
19 period to Plaintiffs and the Proposed Class despite consistently and regularly working shifts that
20 exceeded 3 ½ hours, as required by law. Any rest period Defendants argue it offered or provided
21 to Plaintiffs and the Proposed Class would be an uncompensated (and thus non-compliant) rest
22 period. Additionally, Defendants failed to pay such employees one (1) hour of pay at the
23 employee's regular rate of compensation for each workday that a compliant rest period was not
24 provided, as required by California state wage and hour laws. Defendants have had a consistent
25 policy of paying rest period premiums in violation of Labor Code §§ 226.7 and 512.

26 7. For at least four (4) years prior to the filing of this action and continuing to the
27 present, Defendants have failed to reimburse Plaintiffs and the Proposed Class the cost of using
28 their personal tools and vehicles necessary to perform their job duties. The work performed by

1 Plaintiffs and the Proposed Class necessitated the use of scissors and other tools. When employees
2 first begin performing work for Defendants, Defendants provide one pair of scissors to its
3 employees. However, these scissors were poor quality and were not sharpened enough to allow
4 the employees to perform their work adequately. Every season, Plaintiffs and the Proposed Class
5 members are required to purchase one pair of scissors that cost approximately \$30. Defendants fail
6 to reimburse Plaintiffs and the Proposed Class members for the costs associated with purchasing
7 and using these scissors. Additionally, as discussed above, Defendants required Plaintiffs and the
8 Proposed Class members to use their own vehicles to travel between fields in the middle of their
9 shifts. Plaintiffs and the Proposed Class members were not reimbursed for their vehicle use, such
10 as gas, for travel between Defendants' fields during the course of a work shift. By failing to provide
11 Plaintiffs and the Proposed Class members with the necessary tools and transportation
12 reimbursement, Defendants have burdened Plaintiffs and the Proposed Class members with the
13 cost of scissors and using their own vehicles to perform required work.

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

18 9. For at least three (3) years prior to the filing of this action continuing to the present,
19 Defendants have failed to pay Plaintiffs and the Proposed Class all wages due at the time they quit
20 or are laid off or discharged.

21 10. Plaintiffs, on behalf of themselves and all Proposed Class members bring this action
22 pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802;
23 Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11140, seeking unpaid
24 wages/overtime, meal and rest period penalties, unreimbursed expenses, accurate itemized wage
25 statements, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees
26 and costs.

27 11. Plaintiffs, on behalf of themselves and all Proposed Class members, pursuant to
28 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and

1 disgorgement of all benefits Defendants enjoyed from its unlawful conduct as described herein.

2 12. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
3 and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to
4 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
5 pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or
6 formerly employed by Defendant during the liability period as defined in their PAGA notice letter
7 (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
8 penalties for Defendant’s violations of Labor §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194,
9 1194.2, 1199, and 2802.

10 **II.**

11 **JURISDICTION AND VENUE**

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

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

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

25 16. This case should be classified as complex according to Rule 3.400 of the California
26 Rules of Court, and assigned to a complex litigation judge and department, as it will involve
27 substantial documentary evidence, a large number of witnesses, and is likely to involve extensive
28 motion practice raising difficult or novel issues that will be time-consuming to resolve and would

1 require substantial post judgment judicial supervision.

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

4 **III.**

5 **PARTIES**

6 **A. PLAINTIFFS**

7 18. Plaintiffs FRANCISCO VENTURA and VICTORIA MARTINEZ are residents of
8 California.

9 19. Plaintiffs and all Proposed Class members, were regularly required to:
10 a. Work without being paid for all hours worked;
11 b. Work without being paid at the appropriate overtime rate;
12 c. Work without being provided compliant meal periods;
13 d. Work without being provided compliant rest periods;
14 e. Work without being reimbursed for necessary tools and equipment and
15 using personal vehicles for work related purposes;
16 f. Work without Defendants providing accurate itemized wage statements.

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

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

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

24 **B. DEFENDANTS**

25 23. Defendant ACES FARM LABOR CONTRACTING SERVICES, INC is believed
26 to be a Delaware corporation operating within the State of California. Defendant’s corporate
27 address, according to the Secretary of State website² is believed to be 1984 Ivory Court Madera,

28 ² <https://bizfileonline.sos.ca.gov/search/business>

1 CA 93638. Defendant THE FARMER’S FLOWER is believed to be a California corporation
2 operating within the state of California. Defendant’s corporate addresses, according to the
3 Secretary of State website, is believed to be 1388 Haight Street, #103 San Francisco, CA 94117.
4 Upon information and belief, Defendants employed Plaintiffs and similarly situated persons as
5 agricultural employees on an hourly or piece rate basis within California. Defendants have done
6 and does business throughout the State of California.

7 24. Defendants issue or caused to be issued, or employ Farm Labor Contractors that
8 issue, payroll checks or payment to Plaintiffs and all other persons similarly situated for
9 agricultural work during the relevant time period. The work was performed for Defendant THE
10 FARMER’S FLOWER. Defendant THE FARMER’S FLOWER utilized, during the relevant time
11 period, Farm Labor Contractors for provision of agricultural labor, including but not limited to
12 ACES FARM LABOR CONTRACTING SERVICES, INC. Pursuant to California Law, including
13 but not limited to California Labor Code section 2810.3, Defendants THE FARMER’S FLOWER
14 are strictly liable for failure to pay all wages due to workers hired by ACES FARM LABOR
15 CONTRACTING SERVICES, INC.

16 25. Plaintiffs provided notice to THE FARMER’S FLOWER of these violations giving
17 rise to liability under section 2810.3 in a letter dated May 18, 2023. A true and correct copy of
18 their 2810.3 notice letter is attached hereto as Exhibit “2.” A true and correct copy of the return
19 receipts evidencing Defendants THE FARMER’S FLOWER receipt of this letter is attached hereto
20 as Exhibit “3.”

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

28 27. Plaintiffs are informed and believe, and based thereon allege, that each Defendant

1 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
2 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is
3 legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the
4 employer and/or joint employer of Plaintiffs and the Proposed Class members.

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

10 29. Defendants are engaged in the operation of agricultural fields for production of
11 cannabis, as described above. Defendants also own and operate packing facilities in or near Madera
12 County, California, to sort, grade, package and distribute crops harvested by Plaintiffs. At all times
13 mentioned herein, Defendants employed Plaintiffs and members of the Proposed Class as non-
14 exempt employees in Defendants' agricultural field operations. For a period of time, Plaintiffs and
15 other Proposed Class members were paid on a piece-rate basis.

16 30. Defendants issued or cause to be issued, or employed FLCs that issue, during the
17 relevant period, payroll checks to Plaintiffs and members of the Proposed Class for agricultural
18 work performed for Defendants.

19 31. Defendants are, and during the relevant period has been, engaged in the business of
20 cultivating, harvesting and packing crops as described above.

21 32. With respect to the events at issue in this case, Defendants acted as employer of
22 Plaintiffs and members of the Proposed Class. Defendants are liable for the wage violations alleged
23 herein, pursuant to California law, including, but not limited to California Labor Code section
24 2810.3.

25 33. As the employer of Plaintiffs and the Proposed Class, Defendants are liable for the
26 violations of law described in this Complaint. See Cal. Labor Code section 2810.3.

27 34. Plaintiffs have complied with Cal. Labor Code section 2810.3, because more than
28 thirty (30) days prior to the filing of the complaint, Plaintiffs notified Defendants of the violations

alleged in this complaint.

IV.

FACTUAL BACKGROUND

35. Plaintiffs and the Proposed Class are, and at all relevant times have been, non-exempt employees within the meaning of the California Labor Code § 500, *et seq.*, and the rules and regulations of California Industrial Welfare Commission (“IWC”) Wage Order No. 14-2001 [8 Cal. Code of Regs. § 11140] (“IWC Wage Order 14”), working in the cultivation and harvest of crops on land owned, leased, managed and/or operated, harvested or otherwise made productive by Defendants in or near Madera County, California. For a period of time, Plaintiffs and the Proposed Class members were paid on a piece rate for work pruning crops.

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

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

a. Plaintiffs and the Proposed Class were not properly compensated for all hours worked because Defendants failed to pay Plaintiffs and the Proposed Class for each and every hour worked. Plaintiffs and the Proposed Class routinely worked “off the clock” and performed compensable activities before, during, and after each working shift for which no pay was provided. With regard to pre-shift work, Plaintiffs and the Proposed Class are required to report to work prior to their scheduled shift and perform work, but are routinely told by Defendants to wait 1-2 hours before they can begin their scheduled shifts. Additionally, Plaintiffs and the Proposed Class spend time preparing their trays for crop picking while “off the clock”. In the middle of their shifts, Defendants required Plaintiffs and the Proposed Class to travel between fields once they are done picking at one field. With regard to post-shift work, at the end of each working shift Plaintiffs and the Proposed Class are required to spend approximately thirty (30) minutes after their scheduled shift has ended putting away ladders and other work-related equipment. Defendants failed to

1 record the waiting time, including work performed off-the-clock, and failed to compensate
2 Plaintiffs and the Proposed Class for all hours worked.

3 b. Furthermore, in order to avoid overtime requirements, Defendants would
4 frequently require Plaintiffs and the Proposed Class members to work two (2) shifts in one day,
5 and when this occurs, Plaintiffs and the Proposed Class members are not compensated for
6 overtime. Defendants fail to combine these two shifts and pay at the overtime rate for shifts over
7 eight hours. Because Plaintiffs and the Proposed Class members would always work 6 hours in the
8 morning, they were expected to work another 6 hours the same day to complete the rest of the
9 day's work without actually working overtime, and as such Plaintiffs and the Proposed Class
10 members were paid less than their proper compensation.

11 38. For at least four (4) years prior to the filing of this action and continuing to the
12 present, Plaintiff and all Proposed Class members have been forced by Defendants to work over
13 five (5) hours in one day without being provided a thirty (30) minute compliant meal break and
14 not being compensated one (1) hour of pay at their regular rate of compensation for each workday
15 that a meal period was not provided or provided after five (5) hours, all in violation of California
16 labor laws, regulations, and Industrial Welfare Commission Wage Orders. Defendants also failed
17 to inform Plaintiffs and the members of the Proposed Class of their right to take compliant meal
18 periods by way of a lawful policy.

19 39. For at least four (4) years prior to the filing of this action and continuing to the
20 present, Defendants have had a consistent policy of failing to provide all required rest periods of
21 at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such
22 employees one (1) hour of pay at the employee's regular rate of compensation for each workday
23 that the rest period was not provided, as required by California state wage and hour laws.
24 Defendants also failed to inform Plaintiffs and the members of the Proposed Class of their right to
25 take compliant rest periods by way of a lawful policy.

26 40. On a regular and consistent basis, Plaintiffs and the Proposed Class have not been
27 properly reimbursed expenses associated with the cost of scissors and using their own vehicles to
28 perform required work.

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

42. Defendants willfully failed to pay wages and compensation, when Plaintiffs and all Proposed Class members quit or are laid off or were discharged. This failure was willful, without legal justification, and interfered with Plaintiffs' and the Proposed Class members' rights.

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

V.

CLASS ACTION ALLEGATIONS

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

All non-exempt employees who are employed or have been employed, by ACES FARM LABOR CONTRACTING SERVICES, INC; THE FARMER’S FLOWER, in the State of California who worked one of more pay periods since four (4) years prior to the filing of this action 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. (“Proposed Class”)

45. 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 limitation to particular issues.

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

A. NUMEROSITY

47. The potential members of the Proposed Class as defined are so numerous that joinder of all the members of the Proposed Class is impracticable. While the precise number of

1 Proposed Class members has not been determined at this time, Plaintiffs are informed and believe
2 that Defendants currently employ, and during the relevant time periods employed over 50 members
3 of the Proposed Class.

4 48. Plaintiffs allege that Defendants' employment records would provide information
5 as to the number and location of all Proposed Class members. Joinder of all members of the
6 Proposed Class is not practicable.

7 **B. COMMONALITY**

8 49. There are questions of law and fact common to the Proposed Class that predominate
9 over any questions affecting only individual Proposed Class members. These common questions
10 of law and fact include, without limitation:

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

13 b. Whether Defendants violated Labor Code § 226.7, 512 and IWC Wage
14 Order 14-2001 or other applicable IWC Wage Orders by failing to inform Plaintiffs and the
15 Proposed Class of their right to take meal periods and by way of a lawful policy and failing to
16 provide required meal periods throughout the term of employment and/or failing to compensate
17 said employees one (1) hour of wages at their regular rate of compensation in lieu of meal periods;

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

23 d. Whether Defendants violated Labor Code § 2802 and/or Wage Order 14-
24 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the
25 cost of scissors and using their own vehicles to perform required work;

26 e. Whether Defendants violated Labor Code § 226(a) and Wage Order 14-
27 2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11140 by failing
28 to provide an accurate itemized wage statements that accurately report the total hours worked and

the applicable rates, for Plaintiffs and the members of the Proposed Class;

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

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

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

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

C. TYPICALITY

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

D. ADEQUACY OF REPRESENTATION

51. Plaintiffs will fairly and adequately represent and protect the interests of the members of the proposed Class.

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

E. SUPERIORITY OF CLASS ACTION

53. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or practice of failing to pay all wages due, failing to provide compliant meal and rest periods, failing to reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all

1 wages upon resignation or termination.

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

6 **VI.**

7 **FIRST CAUSE OF ACTION**

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

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

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

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

13 56. Defendants have violated Labor Code §§ 510, 1194, 1194.2 and 1199. These
14 statutes require an employer to compensate its employees at the minimum wage rate for all hours
15 worked and at a rate of no less than one and one-half times the regular rate of pay for any work in
16 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

17 57. Here, Defendants have had a consistent policy of failing to pay wages and/or
18 overtime to Plaintiffs and the Proposed Class members. Plaintiffs and the Proposed Class members
19 were not properly compensated for all hours worked over eight (8) hours in one day or forty (40)
20 hours in one week. Plaintiffs and the Proposed Class members were not properly compensated for
21 all hours worked, because Defendants failed to pay Plaintiffs and the Proposed Class members for
22 each and every hour worked. Plaintiffs and the Proposed Class members routinely worked “off the
23 clock” and performed compensable activities before, during, and after each working shift for which
24 no pay was provided as detailed below.

25 58. With regard to pre-shift work, Plaintiffs and the Proposed Class members are
26 required to report to work prior to their scheduled shift and perform work, but they are routinely
27 told by Defendants to wait approximately one (1) to two (2) hours before they can begin their
28 scheduled shifts. This occurs about two (2) to three (3) times per week and Plaintiffs and the

1 Proposed Class members are not compensated for this wait time. Additionally, Plaintiffs and the
2 Proposed Class members spend time preparing their trays for crop picking while “off the clock”.
3 These activities and time are compensable, but Defendants fail to pay Plaintiffs and the Proposed
4 Class members for this time worked.

5 59. In the middle of their shifts, Defendants required Plaintiffs and the Proposed Class
6 members to travel between fields once they are done picking at one field. Plaintiffs and the
7 Proposed Class members use their own vehicles to travel to approximately 4-5 fields per shift.
8 Plaintiffs and the Proposed Class members spend about thirty (30) minutes traveling between
9 fields. Plaintiffs and the Proposed Class members are not compensated for this travel time, nor are
10 they reimbursed for their use of their personal vehicles to perform required work.

11 60. With regard to post-shift work, at the end of each working shift Plaintiffs and the
12 Proposed Class members are required to spend approximately thirty (30) minutes after their
13 scheduled shift has ended putting away ladders and other work-related equipment. This time spent
14 putting equipment away was performed after being “clocked out” and as such, Plaintiffs and the
15 Proposed Class members are not compensated for this time worked even though this time is
16 compensable.

17 61. Defendants failed to record the waiting time, including work performed off-the-
18 clock, and failed to compensate Plaintiffs and the Proposed Class members for all hours worked.

19 62. Furthermore, Defendants had a consistent policy of failing to pay for wages and/or
20 overtime. In order to avoid overtime requirements, Defendants would frequently require Plaintiffs
21 and the Proposed Class members to work two (2) shifts in one day, and when this occurs, Plaintiffs
22 and the Proposed Class members are not compensated for overtime. Defendants fail to combine
23 these two shifts and pay at the overtime rate for shifts over eight hours. Because Plaintiffs and the
24 Proposed Class members would always work 6 hours in the morning, they were expected to work
25 another 6 hours the same day to complete the rest of the day’s work without actually working
26 overtime, and as such Plaintiffs and the Proposed Class members were paid less than their proper
27 compensation.

28 63. By their policy of requiring Plaintiffs and members of the Proposed Class to work

1 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without
2 compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendants willfully
3 violated the provisions of Labor Code §§ 510, 1194 and 1199.

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

8 **VII.**

9 **SECOND CAUSE OF ACTION**

10 **PLAINTIFFS ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

11 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

12 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

15 66. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of
16 compensation for each meal period the employer fails to provide. Employees are entitled to a first
17 meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the
18 first five (5) hours of the shift. Moreover, an employee who works more than ten (10) hours per
19 day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period.

20 67. Defendants failed to maintain a policy informing Plaintiffs and the Proposed Class
21 of these rights.

22 68. Plaintiffs and the Proposed Class consistently worked shifts over five (5) hours.

23 69. Defendants failed to provide Plaintiffs and the Proposed Class with proper meal
24 periods of not less than thirty (30) minutes within the first five hours of work as required by the
25 Labor Code during the relevant time period.

26 70. Defendants have had a consistent policy of failing to pay Plaintiffs and the Proposed
27 Class one (1) hour of pay at the employees' regular rate of compensation for each workday that all
28 required meal periods were not provided, as required by California state wage and hour laws. Very

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

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

VIII.

THIRD CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO ALLOW REST PERIODS PURSUANT TO

LABOR CODE § 226.7

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

73. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

74. Defendants are required to provide Plaintiffs and the Proposed Class with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendants failed to apprise Plaintiffs and the Proposed Class of their rights associated with rest periods and failed to provide all required ten (10) minute rest periods.

75. Further, for a period of time, Plaintiffs and the Proposed Class were earning compensation on a piece rate basis. As piece rate employees, Plaintiffs and the Proposed Class only earn compensation when they are producing. As such, if an employee took a ten-minute rest period, this time would not be compensated. Defendants do not provide a paid rest period to

1 Plaintiffs and the Proposed Class despite consistently and regularly working shifts that exceeded
2 3 ½ hours, as required by law. Any rest period Defendants argue it offered or provided to Plaintiffs
3 and the Proposed Class would be an uncompensated (and thus non-compliant) rest period.

4 76. Plaintiffs and the Proposed Class were not compensated with one (1) hour of wages
5 for each missed rest period as required by Labor Code § 226.7. As discussed above, *Ferra* requires
6 the rest period premium payments must include the hourly value of any nondiscretionary earnings
7 (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate.
8 Here, Defendants have had a consistent policy of failing to pay rest premiums in violation of Labor
9 Code § 226.7.

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

13 IX.

14 FOURTH CAUSE OF ACTION

15 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

16 FAILURE TO REIMBURSE EXPENSES PURSUANT TO

17 LABOR CODE § 2802

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

20 79. Labor Code § 2802 requires employers to indemnify employees for all necessary
21 expenditures incurred by employees in the discharge of their duties.

22 80. Plaintiffs and the Proposed Class are entitled to reimbursement of all business-
23 related expenses they incurred throughout the duration of their employment. Specifically,
24 Defendants have failed to reimburse Plaintiffs and the Proposed Class the cost of using their
25 personal tools and vehicles for business related purposes.

26 81. When employees first begin performing work for Defendants, Defendants provide
27 one pair of scissors to its employees. However, these scissors were poor quality and were not
28 sharpened enough to allow the employees to perform their work adequately. Every season,

1 Plaintiffs and the Proposed Class are required to purchase one pair of scissors that cost
2 approximately \$30. Defendants fail to reimburse Plaintiffs and the Proposed Class for the costs
3 associated with purchasing and using these scissors.

4 82. Additionally, as discussed above, Defendants required Plaintiffs and the Proposed
5 Class to use their own vehicles to travel between fields in the middle of their shifts. Plaintiffs and
6 the Proposed Class were not reimbursed for their vehicle use, such as gas, for travel between
7 Defendants' fields during the course of a work shift.

8 83. By failing to provide Plaintiffs and the Proposed Class with the necessary tools and
9 transportation reimbursement, Defendants have burdened Plaintiffs and the Proposed Class with
10 the cost of scissors and using their own vehicles to perform required work.

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

14 **X.**

15 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

25 88. Plaintiffs and the Proposed Class are issued wage statements that do not include all
26 applicable hourly rates in effect during the pay period and the corresponding number of hours
27 worked at each hourly rate by the employee.

28 89. Defendants' failure to provide accurate itemized wages statements according to

1 Labor Code § 226(a) was all done on a regular and consistent basis.

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

8 **XI.**

9 **SIXTH CAUSE OF ACTION**

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

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

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

14 92. Labor Code § 203(a) provides: If an employer willfully fails to pay, without
15 abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any
16 wages of an employee who is discharged or who quits, the wages of the employee shall continue
17 as a penalty from the due date thereof at the same rate until paid or until an action therefor is
18 commenced; but the wages shall not continue for more than thirty (30) days.

19 93. Numerous members of the Proposed Class, including the Plaintiffs, no longer work
20 for Defendants. Furthermore, Defendants' work is seasonal. This means that Plaintiffs and
21 members of the Proposed Class did not receive all wages owed when they were discharged, laid
22 off, or quit each season.

23 94. Defendants have failed to pay Plaintiffs and the Proposed Class members all wages
24 owed to them at the time they quit or are laid off or discharged, and have failed to pay those sums
25 for thirty (30) days thereafter in violation of Labor Code § 203.

26 95. Defendants have failed to pay Plaintiffs and others a sum certain at the time of
27 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
28 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiffs and

1 the Proposed Class are entitled to a penalty in the amount of Plaintiffs’ and the Proposed Class
2 members’ daily wage multiplied by thirty (30) days.

3 **XII.**

4 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

18 99. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
19 practices.

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

27 101. Defendants have violated statutes and public policies as alleged herein. Through
28 the conduct alleged in this Complaint, Defendants have acted contrary to these public policies,

1 have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
2 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiffs,
3 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
4 guaranteed to all employees under law.

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

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

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

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

19 **XIII.**

20 **EIGHTH CAUSE OF ACTION**

21 **PLAINTIFFS ON BEHALF OF THEMSELVES AND THE AGGRIEVED EMPLOYEES**

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

23 83. Plaintiffs, on behalf of themselves and all aggrieved employees, realleges and
24 incorporates by reference all previous paragraphs.

25 84. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs
26 seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§
27 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 14-2001; and
28 California Code of Regulations, Title 8, Section 11140, which call for civil penalties.

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

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

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

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

87. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the LWDA³ and mailed a letter by certified mail to Defendants' entity addresses, which are 1984 Ivory Court, Madera, CA 93638, for Aces Farm Labor Contracting Services, Inc. and 1388 Haight Street, #103, San Francisco, CA 94117 for The Farmer's Flower, as proscribed by the Code on June 20, 2023, describing Defendant's conduct in violation of Labor Code §§201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, (*see* Exhibit "1.") Plaintiffs also mailed this letter to Defendants' agents for service of process at 1505 Corporation CSC-Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento, CA 95833 for Aces Farm Labor Contracting Services, Inc. and 1401 21st St. Ste 370, Sacramento, CA 95811 for The Farmer's Flower. Additionally, Plaintiffs mailed this letter to Defendant and received a signed green return receipt from Defendant, indicating that it received Plaintiffs' notice letter. (*see* Exhibit "4") Plaintiffs also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "5").

88. As no letter evidencing the LWDA's intention to investigate was received by Plaintiff's 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). 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:

³ Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

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

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

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

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

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

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

18 7. An award of prejudgment and post judgment interest;

19 8. An order enjoining Defendants and its agents, servants, and employees, and all
20 persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or
21 overtime, meal periods, rest periods, unreimbursed expenses, accurate itemized wage statements,
22 and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7,
23 510, 512, 1194, 1194.2, 1199, and 2802, and IWC 14-2001;

24 9. For restitution for unfair competition pursuant to Business & Professions Code
25 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

26 10. For penalties and other relief pursuant to Labor Code §2699, *et seq.* for Plaintiffs
27 and all other Aggrieved Employees for Defendant's violation of Labor Code §§ 201, 202, 203,
28 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 14-2001; and California Code

1 of Regulations, Title 8, Section 11040;

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

3 12. An award of attorneys' fees; and

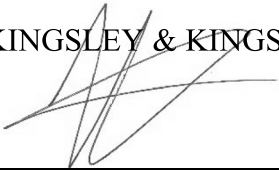
4 13. Such other and further relief as this Court may deem proper and just.

5 **DEMAND FOR JURY TRIAL**

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

7
8 DATED: August 25, 2023

KINGSLEY & KINGSLEY, APC

9
10 By: 

Liane Katzenstein Ly

Attorneys for Plaintiffs and the Proposed Class

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

June 20, 2023

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

Aces Farm Labor Contracting Services, Inc
1984 Ivory Court
Madera, CA 93638
Via Certified Mailing # 7022 3330 0002 1335 6598

Aces Farm Labor Contracting Services, Inc
C/O Agent for Service of Process
1505 Corporation
CSC-Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833
Via Certified Mailing # 7022 3330 0002 1335 6581

The Farmer's Flower
1388 Haight Street, #103
San Francisco, CA 94117
Via Certified Mailing # 7022 3330 0002 1335 6567

The Farmer's Flower
C/O Agent for Service of Process
California Registered Agent Inc
1401 21st St Ste 370
Sacramento, CA 95811
Via Certified Mailing # 7022 3330 0002 1335 6574

Re: Francisco Ventura; Victoria Ramirez v. Aces Farm Labor Contracting Services,
Inc; The Farmer's Flower
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Francisco Ventura and Victoria Ramirez (collectively, "Plaintiffs") and a proposed group of current and former employees working for Aces Farm Labor Contracting Services, Inc; The Farmer's Flower (collectively, "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

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Labor Code violations which we allege Defendants 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 non-exempt employees who are employed or have been employed, by Aces Farm Labor Contracting Services, Inc; The Farmer's Flower, 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").

Plaintiffs and the aggrieved employees worked for Defendants in or near Madera County, California as seasonal agricultural workers. Plaintiffs and the aggrieved employees worked in the cultivation and harvest of cannabis, 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 a piece rate for work pruning 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.

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 all aggrieved employees are required to report to work prior to their scheduled shift and perform work, but they are routinely told by Defendants to wait approximately one (1) to two (2) hours before they can begin their scheduled shifts. This occurs about two (2) to three (3) times per week and Plaintiffs and the aggrieved employees are not compensated for this wait time. Additionally, Plaintiffs and the aggrieved employees spend time preparing their trays for crop picking while "off the clock". These activities and time are compensable, but Defendants fail to pay Plaintiffs and all aggrieved employees for this time worked.

In the middle of their shifts, Defendants required Plaintiffs and the aggrieved employees to travel

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between fields once they are done picking at one field. Plaintiffs and the aggrieved employees use their own vehicles to travel to approximately 4-5 fields per shift. Plaintiffs and aggrieved employees spend about thirty (30) minutes traveling between fields. Plaintiffs and the aggrieved employees are not compensated for this travel time, nor are they reimbursed for their use of their personal vehicles to perform required work.

With regard to post-shift work, at the end of each working shift Plaintiffs and the aggrieved employees are required to spend approximately thirty (30) minutes after their scheduled shift has ended putting away ladders and other work-related equipment. This time spent putting equipment away was performed after being “clocked out” and as such, Plaintiffs and the aggrieved employees are not compensated for this time worked even though this time is compensable.

Defendants failed to record the waiting time, including work performed off-the-clock, and failed to compensate Plaintiffs and the aggrieved employees for all hours worked.

Furthermore, Defendants had a consistent policy of failing to pay for wages and/or overtime. In order to avoid overtime requirements, Defendants would frequently require Plaintiffs and all aggrieved employees to work two (2) shifts in one day, and when this occurs, Plaintiffs and the aggrieved employees are not compensated for overtime. Defendants fail to combine these two shifts and pay at the overtime rate for shifts over eight hours. Because Plaintiffs and the aggrieved employees would always work 6 hours in the morning, they were expected to work another 6 hours the same day to complete the rest of the day’s work without actually working overtime, and as such Plaintiffs and the aggrieved employees were paid less than their proper compensation.

In pertinent part, IWC Wage Orders 14, paragraph 7(A) provides that every employer shall keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period and total hours worked in the payroll period. When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. Here, in each pay period during the relevant period, Defendants have violated IWC Wage Order 14 by failing to record accurate information with respect to, among other things, when Plaintiffs and the aggrieved employees have begun and ended each work shift and the total 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 a least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hour of the shift. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Pursuant to Labor 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 no provided, was not provided in full, or was not provided in a timely manner

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Defendants failed to apprise Plaintiffs and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods. Defendants have had a consistent policy of: (1) failing to provide Plaintiffs and the aggrieved employees compliant meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the complaint meal period was not provided.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of 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 are required 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. Defendants 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. Further, for a period of time, Plaintiffs and the aggrieved employees were earning compensation on a piece rate basis. As piece rate employees, Plaintiffs and the aggrieved employees only earn compensation when they are producing. As such, if an employee took a ten-minute rest period, this time would not be compensated. Defendants do not provide a paid rest period to Plaintiffs and the aggrieved employees despite consistently and regularly working shifts that exceeded 3 ½ hours, as required by law. Any rest period Defendants argue it offered or provided to Plaintiffs and the aggrieved employees would be an uncompensated (and thus non-compliant) rest period.

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.

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. During the relevant period, Plaintiffs and the aggrieved employees are entitled to reimbursement of all business-related expenses they incurred throughout the duration of their employment. Specifically, Defendants have failed to reimburse Plaintiffs and aggrieved employees the cost of using their

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June 20, 2023

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personal tools and vehicles for business related purposes. When employees first begin performing work for Defendants, Defendants provide one pair of scissors to its employees. However, these scissors were poor quality and were not sharpened enough to allow the employees to perform their work adequately. Every season, Plaintiffs and the aggrieved employees are required to purchase one pair of scissors that cost approximately \$30. Defendants fail to reimburse Plaintiffs and all aggrieved employees for the costs associated with purchasing and using these scissors. Additionally, as discussed above, Defendants required Plaintiffs and the aggrieved employees to use their own vehicles to travel between fields in the middle of their shifts. Plaintiffs and the aggrieved employees were not reimbursed for their vehicle use, such as gas, for travel between Defendants' fields during the course of a work shift. By failing to provide Plaintiffs and all aggrieved employees with the necessary tools and transportation reimbursement, Defendants have burdened Plaintiffs and the aggrieved employees with the cost of scissors and using their own vehicles to perform required work.

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 have 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 § 203(a) provides: If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, 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. The aggrieved employees, including Plaintiffs, no longer work for Defendants. Furthermore, Defendants' work is seasonal. This means that Plaintiffs and all aggrieved employees did not receive all wages owed when they were discharged, laid off, or quit each season. As such, Defendants have failed to pay Plaintiffs and the aggrieved

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

June 20, 2023

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employees all wages owed to them at the time they quit or are laid off or discharged, 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, 512, 1194, 1194.2, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/km

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. Martinez Aguilaoscho Law, Inc., P.O. Box 1998, Bakersfield, CA93303

EXHIBIT "2"

KINGSLEY & KINGSLEY

| L A W Y E R S |

May 18, 2023

The Farmer's Flower
1388 Haight Street, #103
San Francisco, CA 94117
Via Certified Mailing # 7022 3330 0002 1335 6352

The Farmer's Flower
C/O Agent for Service of Process
California Registered Agent Inc
1401 21st St Ste 370
Sacramento, CA 95811
Via Certified Mailing # 7022 3330 0002 1335 6369

Re: Francisco Ventura v. The Farmer's Flower

Gentlepersons:

This office represents Francisco Ventura ("Employee"), a former employee of The Farmer's Flower ("Employer") in the State of California. We herein set forth the facts and theories of California Labor Code violations which we allege Employer engaged in with respect to Employee. Employer is liable for the wage and hour violations alleged in this letter pursuant to California Labor Code section 2810.3.

Labor Code Section 2810.3

Employer is a "Client Employer[s]" within the meaning of Labor Code section 2810.3. Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and liability for all workers supplied by that labor contractor for, among other things, the payment of wages and failure to secure valid workers' compensation coverage. A "Labor Contractor" is defined as an "individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business." A "Client Employer" is defined as "...a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor."

Aces Farm Labor Contracting Services, Inc. is the Client Employer.

Here, Employer issued or cause to be issued, or employed Farm Labor Contractors that issued or caused to be issued, during the relevant time period, payroll checks or payment to Employee for agricultural work performed for Employer as labor contractors covered by Labor Code section

2810.3.

In other words, Employer employed and/or retained, during the relevant time period, Farm Labor Contractors for provision of agricultural labor. Employer now attempts to abrogate Client Employer liability and instead posits that Labor Contractors assumed sole liability for any California Labor Code violations regarding Employee's employment. However, pursuant to California labor law, including but not limited to California Labor Code section 2810.3, Employer is strictly liable for failure to pay all wages due and owed to workers hired through Farm Labor Contractors, or Labor Contractors, as alleged herein.

Labor Code Violations

Employee worked for Employers in or near Madera County, California as a seasonal agricultural worker. Employee worked in the cultivation and harvest of cannabis, and doing other agricultural work, on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Employer. Employee was paid on a piece rate for work pruning crops.

Employer has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Employer has had a consistent policy of failing to pay wages and/or overtime to Employee. Employee was not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Employee was not properly compensated for all hours worked, because Employer fails to pay Employee for each and every hour worked. Employee 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, Employee is required to report to work prior to Employee's scheduled shift and perform work, but is routinely told by Employer to wait approximately one (1) to two (2) hours before Employee can begin Employee's scheduled shifts. This occurs about two (2) to three (3) times per week and Employee is not compensated for this wait time. Additionally, Employee spends time preparing trays for crop picking while "off the clock". These activities and time are compensable, but Employer fails to pay Employee for this time worked.

In the middle of Employee's shifts, Employer required Employee to travel between fields once Employee is done picking at one field. Employee uses Employee's own vehicles to travel to approximately 4-5 fields per shift. Employee spends about thirty (30) minutes traveling between fields. Employee is not compensated for this travel time, nor is Employee reimbursed for use of Employee's personal vehicle to perform required work.

With regard to post-shift work, at the end of each working shift Employee is required to spend approximately thirty (30) minutes after Employee's scheduled shift has ended putting away ladders and other work-related equipment. This time spent putting equipment away was performed after being "clocked out" and as such, Employee is not compensated for this time worked even though this time is compensable.

Employer fails to record the waiting time, including work performed off-the-clock, and failed to compensate Employee for all hours worked.

Furthermore, Employer had a consistent policy of failing to pay for wages and/or overtime. In order to avoid overtime requirements, Employer would frequently require Employee to work two (2) shifts in one day, and when this occurs, Employee is not compensated for overtime. Employer fails to combine these two shifts and pay at the overtime rate for shifts over eight hours. Because Employee would always work 6 hours in the morning, Employee was expected to work another 6 hours the same day to complete the rest of the day's work without actually working overtime, and as such Employee was paid less than Employee's proper compensation.

In pertinent part, IWC Wage Orders 14, paragraph 7(A) provides that every employer shall keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period and total hours worked in the payroll period. When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. Here, in each pay period during the relevant period, Employer has violated IWC Wage Order 14 by failing to record accurate information with respect to, among other things, when Employee has begun and ended each work shift and the total 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 a least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hour of the shift. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Pursuant to Labor 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 no provided, was not provided in full, or was not provided in a timely manner

Employer fails to apprise Employee of Employee's rights associated with meal periods and failed to provide compliant meal periods. Employer has had a consistent policy of: (1) failing to provide Employee compliant meal periods; and (2) failing to pay Employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the complaint meal period was not provided.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of 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, Employer has 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, employers are required to provide employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Employer fails to apprise Employee of Employee's rights associated with rest periods and failed to provide all required ten (10) minute rest periods. Further, for a period of time, Employee was earning compensation on a piece rate basis. As a piece rate employee, Employee only earned compensation when Employee is producing. As such, if an employee took a ten-minute rest period, this time would not be compensated. Employer does not provide a paid rest period to Employee despite consistently and regularly working shifts that exceeded 3 ½ hours, as required by law. Any rest period Employer argue it offered or provided to Employee would be an uncompensated (and thus non-compliant) rest period.

In addition, Employee was 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. Employer has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

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. During the relevant period, Employee is entitled to reimbursement of all business-related expenses Employee incurred throughout the duration of Employee's employment. Specifically, Employer has failed to reimburse Employee the cost of using personal tools and vehicles for business related purposes. When employees first begin performing work for Employer, Employer provides one pair of scissors to its employees. However, these scissors were poor quality and were not sharpened enough to allow the employees to perform their work adequately. Every season, Employee is required to purchase one pair of scissors that cost approximately \$30. Employer fails to reimburse Employee for the costs associated with purchasing and using these scissors. Additionally, as discussed above, Employer required Employee to use Employee's own vehicle to travel between fields in the middle of Employee's shifts. Employee was not reimbursed for Employee's vehicle use, such as gas, for travel between Employer's fields during the course of a work shift. By failing to provide Employee with the necessary tools and transportation reimbursement, Employer has burdened Employee with the cost of scissors and using Employee's own vehicles to perform

required work.

As a result of the claims alleged above, Employer 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. Employee is issued wage statements that do not include the total hours worked by the Employee.

Also, Employer issued to Employee 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 Employee did not include the hours worked at each hourly rate.

Labor Code § 203(a) provides: If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, 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. Employee no longer works for Employer. Furthermore, Employer's work is seasonal. This means that Employee did not receive all wages owed when Employee was discharged, laid off, or quit each season. As such, Employer has failed to pay Employee all wages owed to Employee at the time Employee quit or is laid off or discharged, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

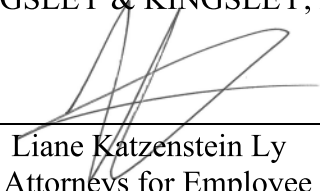
Conclusion

On behalf of the Employee and in compliance with Labor Code section 2810.3 and statutory notice, consider this correspondence notice that we plan on moving forward with the filing of an amended complaint alleging the causes of action as described above pursuant to the following Labor Code violations: 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and 2699. Pursuant to Labor Code section 2810.3, Employer will be liable as Employee's joint-employer with Field Labor Contractors.

The Farmer's Flower
May 18, 2023
Page 6 of 6

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly
Attorneys for Employee

LKL/km

- Cc:
1. Martinez Aguilaoscho Law, Inc., P.O. Box 1998, Bakersfield, CA93303
 2. Aces Farm Labor Contracting Services, Inc, 1984 Ivory Court, Madera, CA 93638
 3. Aces Farm Labor Contracting Services, Inc, c/o Agent for Service of Process, 1505 Corporation CSC-Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento, CA 95833

KINGSLEY & KINGSLEY

| L A W Y E R S |

May 18, 2023

The Farmer's Flower
1388 Haight Street, #103
San Francisco, CA 94117
Via Certified Mailing # 7022 3330 0002 1335 6352

The Farmer's Flower
C/O Agent for Service of Process
California Registered Agent Inc
1401 21st St Ste 370
Sacramento, CA 95811
Via Certified Mailing # 7022 3330 0002 1335 6369

Re: Victoria Ramirez v. The Farmer's Flower

Gentlepersons:

This office represents Victoria Ramirez ("Employee"), a former employee of The Farmer's Flower ("Employer") in the State of California. We herein set forth the facts and theories of California Labor Code violations which we allege Employer engaged in with respect to Employee. Employer is liable for the wage and hour violations alleged in this letter pursuant to California Labor Code section 2810.3.

Labor Code Section 2810.3

Employer is a "Client Employer[s]" within the meaning of Labor Code section 2810.3. Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and liability for all workers supplied by that labor contractor for, among other things, the payment of wages and failure to secure valid workers' compensation coverage. A "Labor Contractor" is defined as an "individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer's usual course of business." A "Client Employer" is defined as "...a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor."

Aces Farm Labor Contracting Services, Inc. is the Client Employer.

Here, Employer issued or cause to be issued, or employed Farm Labor Contractors that issued or caused to be issued, during the relevant time period, payroll checks or payment to Employee for

agricultural work performed for Employer as labor contractors covered by Labor Code section 2810.3.

In other words, Employer employed and/or retained, during the relevant time period, Farm Labor Contractors for provision of agricultural labor. Employer now attempts to abrogate Client Employer liability and instead posits that Labor Contractors assumed sole liability for any California Labor Code violations regarding Employee's employment. However, pursuant to California labor law, including but not limited to California Labor Code section 2810.3, Employer is strictly liable for failure to pay all wages due and owed to workers hired through Farm Labor Contractors, or Labor Contractors, as alleged herein.

Labor Code Violations

Employee worked for Employers in or near Madera County, California as a seasonal agricultural worker. Employee worked in the cultivation and harvest of cannabis, and doing other agricultural work, on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Employer. Employee was paid on a piece rate for work pruning crops.

Employer has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

Here, Employer has had a consistent policy of failing to pay wages and/or overtime to Employee. Employee was not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Employee was not properly compensated for all hours worked, because Employer fails to pay Employee for each and every hour worked. Employee 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, Employee is required to report to work prior to Employee's scheduled shift and perform work, but is routinely told by Employer to wait approximately one (1) to two (2) hours before Employee can begin Employee's scheduled shifts. This occurs about two (2) to three (3) times per week and Employee is not compensated for this wait time. Additionally, Employee spends time preparing trays for crop picking while "off the clock". These activities and time are compensable, but Employer fails to pay Employee for this time worked.

In the middle of Employee's shifts, Employer required Employee to travel between fields once Employee is done picking at one field. Employee uses Employee's own vehicles to travel to approximately 4-5 fields per shift. Employee spends about thirty (30) minutes traveling between fields. Employee is not compensated for this travel time, nor is Employee reimbursed for use of Employee's personal vehicle to perform required work.

With regard to post-shift work, at the end of each working shift Employee is required to spend approximately thirty (30) minutes after Employee's scheduled shift has ended putting away ladders and other work-related equipment. This time spent putting equipment away was performed after being "clocked out" and as such, Employee is not compensated for this time worked even though this time is compensable.

Employer fails to record the waiting time, including work performed off-the-clock, and failed to compensate Employee for all hours worked.

Furthermore, Employer had a consistent policy of failing to pay for wages and/or overtime. In order to avoid overtime requirements, Employer would frequently require Employee to work two (2) shifts in one day, and when this occurs, Employee is not compensated for overtime. Employer fails to combine these two shifts and pay at the overtime rate for shifts over eight hours. Because Employee would always work 6 hours in the morning, Employee was expected to work another 6 hours the same day to complete the rest of the day's work without actually working overtime, and as such Employee was paid less than Employee's proper compensation.

In pertinent part, IWC Wage Orders 14, paragraph 7(A) provides that every employer shall keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period and total hours worked in the payroll period. When a piece rate or incentive plan is in operation, piece rates or an explanation of the incentive plan formula shall be provided to employees. Here, in each pay period during the relevant period, Employer has violated IWC Wage Order 14 by failing to record accurate information with respect to, among other things, when Employee has begun and ended each work shift and the total 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 a least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hour of the shift. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Pursuant to Labor 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 no provided, was not provided in full, or was not provided in a timely manner

Employer fails to apprise Employee of Employee's rights associated with meal periods and failed to provide compliant meal periods. Employer has had a consistent policy of: (1) failing to provide Employee compliant meal periods; and (2) failing to pay Employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the complaint meal period was not provided.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of 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, Employer has 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, employers are required to provide employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Employer fails to apprise Employee of Employee's rights associated with rest periods and failed to provide all required ten (10) minute rest periods. Further, for a period of time, Employee was earning compensation on a piece rate basis. As a piece rate employee, Employee only earned compensation when Employee is producing. As such, if an employee took a ten-minute rest period, this time would not be compensated. Employer does not provide a paid rest period to Employee despite consistently and regularly working shifts that exceeded 3 ½ hours, as required by law. Any rest period Employer argue it offered or provided to Employee would be an uncompensated (and thus non-compliant) rest period.

In addition, Employee was 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. Employer has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

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. During the relevant period, Employee is entitled to reimbursement of all business-related expenses Employee incurred throughout the duration of Employee's employment. Specifically, Employer has failed to reimburse Employee the cost of using personal tools and vehicles for business related purposes. When employees first begin performing work for Employer, Employer provides one pair of scissors to its employees. However, these scissors were poor quality and were not sharpened enough to allow the employees to perform their work adequately. Every season, Employee is required to purchase one pair of scissors that cost approximately \$30. Employer fails to reimburse Employee for the costs associated with purchasing and using these scissors. Additionally, as discussed above, Employer required Employee to use Employee's own vehicle to travel between fields in the middle of Employee's shifts. Employee was not reimbursed for Employee's vehicle use, such as gas, for travel between Employer's fields during the course of a work shift. By failing to provide Employee with the necessary tools and transportation reimbursement, Employer has burdened Employee with the cost of scissors and using Employee's own vehicles to perform

required work.

As a result of the claims alleged above, Employer 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. Employee is issued wage statements that do not include the total hours worked by the Employee.

Also, Employer issued to Employee 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 Employee did not include the hours worked at each hourly rate.

Labor Code § 203(a) provides: If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, 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. Employee no longer works for Employer. Furthermore, Employer's work is seasonal. This means that Employee did not receive all wages owed when Employee was discharged, laid off, or quit each season. As such, Employer has failed to pay Employee all wages owed to Employee at the time Employee quit or is laid off or discharged, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

Conclusion

On behalf of the Employee and in compliance with Labor Code section 2810.3 and statutory notice, consider this correspondence notice that we plan on moving forward with the filing of an amended complaint alleging the causes of action as described above pursuant to the following Labor Code violations: 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and 2699. Pursuant to Labor Code section 2810.3, Employer will be liable as Employee's joint-employer with Field Labor Contractors.

The Farmer's Flower
May 18, 2023
Page 6 of 6

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly
Attorneys for Employee

LKL/km

- Cc:
1. Martinez Aguilaoscho Law, Inc., P.O. Box 1998, Bakersfield, CA93303
 2. Aces Farm Labor Contracting Services, Inc, 1984 Ivory Court, Madera, CA 93638
 3. Aces Farm Labor Contracting Services, Inc, c/o Agent for Service of Process, 1505 Corporation CSC-Lawyers Incorporating Service, 2710 Gateway Oaks Drive, Sacramento, CA 95833

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:

The Farmer's Flower
 10 Agent for Service of Process
 California Registered Agent Inc
 401 21st St Ste 378
 Sacramento, CA 95811



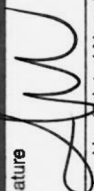
9590 9402 7019 1225 1739 63

2. Article Number (Transfer from service label)

7022 3330 0002 1335 6369

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature  ☒ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/22/23

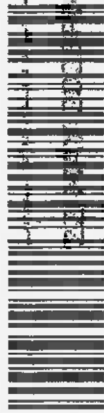
D. Is delivery address different from item 1? ☐ Yes
 If YES, enter delivery address below: ☒ No

- 3. Service Type**
- ☐ Adult Signature
 - ☐ Adult Signature Restricted Delivery
 - ☒ Certified Mail®
 - ☐ Certified Mail Restricted Delivery
 - ☐ Collect on Delivery
 - ☐ Collect on Delivery Restricted Delivery
 - ☐ Priority Mail Express®
 - ☐ Registered Mail™
 - ☐ Registered Mail Restricted Delivery
 - ☐ Signature Confirmation™
 - ☐ Signature Confirmation Restricted Delivery

Mail
 Mail Restricted Delivery
 (over \$500)

Domestic Return Receipt

USPS TRACKING#



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

9590 9402 7019 1225 1739 63

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

2810.3 Letter
Aces Farm Land



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:

The Farmer's Flower
1388 Haight Street, #103
San Francisco, CA 94117



9590 9402 7019 1225 1740 07

2. Article Number (Transfer from service label)

7022 3330 0002 1335 6352

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature ☒ Agent ☐ Addressee
 B. Received by (Printed Name) ma
 C. Date of Delivery 5/22/23
 D. Is delivery address different from item 1? ☐ Yes ☒ No
 If YES, enter delivery address below:

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

Domestic Return Receipt

USPS TRACKING #



9590 9402 7019 1225 1740 07



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

2810-3 Letter
Aes Farm Labor

EXHIBIT "4"

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:

Aces Farm Labor Contracting Services, Inc.
C/O Agent for Service of Process
1505 Corporation
CSC Lawyers Incorporating Service
2710 Gateway Oaks Drive
Sacramento, CA 95833



9590 9402 7019 1225 1737 58

2. Article Number (Transfer from service label)

7022 3330 0002 1335 6581

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

SHAMEEL MOHAMMED

C. Date of Delivery

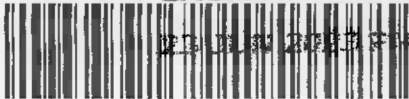
D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

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

USPS TRACKING #

SACRAMENTO CA 957



23 JUL 2007 PM 4:1

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

9590 9402 7019 1225 1737 58

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

PAGIA Ltr 6-20-23

Aces Farm C/O Agent for Service of Process
1505 Corporation

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:

The Farmer's Flower
40 Agent for Service of Process
California Registered Agent
HDI 21st ST, Ste 370
Sacramento, CA 95811



9590 9402 7019 1225 1737 34

2. Article Number (Transfer from service label)

7022 3330 0002 1335 6574

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

6/23

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

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 | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

USPS TRACKING#



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

9590 9402 7019 1225 1737 34

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

FAA Ltr. 6.20.23
The Farmer's Flower & Agent (ACES Farms)

EXHIBIT "5"



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 & 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 *

Francisco Ventura

Plaintiff/Aggrieved Employee Occupation *

farm worker

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Victoria Ramirez

Plaintiff/Aggrieved Employee Occupation *

farm worker

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

Employer Information

Employer Entity Type

Corporation ▼

Employer Name *

Aces Farm Labor Contracting Services, Inc

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1984 Ivory Court

Employer City *

Madera

Employer State *

California ▼

Employer Zip/Postal Code *

93638

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 *

The Farmer's Flower

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1388 Haight Street, #103

Employer City *

San Francisco

Employer State *

California ▼

Employer Zip/Postal Code *

94117

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 * ▼**Credit Card Number *****CVV Number *****Credit Card Expiration Month ***

mm

Credit Card Expiration Year *

yyyy

Notice and Other Attachments**PAGA Claim Notice (must be a .pdf) *** LWDA Letter – Aces Farm.pdf**Other Attachment – (if any) (must be a .pdf)** No file chosen

[Add Another Attachment](#)

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

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

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

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

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

[Click Here](#) to Search Case

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

noreply@salesforce.com <noreply@salesforce.com>

on behalf of

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Tue 6/20/2023 11:09 AM

To: **Service Email** <service@kingsleykingsley.com>

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-963141-23

Order Number: ORD-000231441

Total: \$75.00

Card Type: Master Card

Date: 6/20/2023

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd Suite 1200

Encino, California

91436