

Matthew A. Haulk (SBN 272457)
Email: mhaulk@hemploymentlaw.com
Jose M. Herrera (SBN 289590)
Email: jherrera@hemploymentlaw.com
HAULK & HERRERA LLP
100 Pine Street, Suite 1250
San Francisco, CA 94111
Telephone: (415) 745-3219
Facsimile: (415) 745-3301

Attorneys for Plaintiff
GUILLERMO VAZQUEZ-SANCHEZ

ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
1/17/2024 12:55 PM
By: Erin Josie , Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA BARBARA – SANTA MARIA COOK DIVISION

GUILLERMO VAZQUEZ-SANCHEZ, an
individual,

Plaintiff,

vs.

ACQUISTAPACE FARMS, INC., a
California Corporation, JAMES M.
ACQUISTAPACE, an individual, and DOES
1 TO 50,

Defendants.

CASE NO.: 24CV00329

COMPLAINT FOR:

**1. VIOLATION OF LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT (PAGA)**

[UNLIMITED CIVIL JURISDICTION]

INTRODUCTION

1. Plaintiff GUILLERMO VASQUEZ-SANCHEZ ("Plaintiff") worked for Defendant AQUISTAPACE FARMS, INC. (the "Company") from approximately June 2014 to April 2023. Defendant JAMES M. ACQUISTAPACE is Chief Executive Officer of the Company and, as alleged herein, individually liable for the claims asserted in this action. Plaintiff suffered Labor Code violations during his employment, including meal period and rest period violations, and he was not paid his wages owed at or after the separation of employment. Plaintiff brings this representative action under California's Labor Code Private Attorneys General Act ("PAGA") and on behalf of the State of California. Plaintiff does not allege or assert non-representative PAGA claims in this action. The claims

1 asserted in this action are limited to representative PAGA claims only.

2 **PARTIES**

3 2. Plaintiff GUILLERMO VAZQUEZ-SANCHEZ is a natural person and
4 suffered the violations alleged in the State of California.

5 3. Defendant ACQUISTAPACE FARMS, INC., a California Corporation, is and
6 at all relevant times was doing business in Santa Barbara County, California.

7 4. Defendant JAMES M. ACQUISTAPACE, an individual, is and at all relevant
8 times was domiciled in the State of California.

9 5. Plaintiff is ignorant of the true names and capacities of the defendants sued
10 under the fictitious names of Does 1 through 50. Plaintiff will amend this Complaint to show
11 their true names and capacities when the same have been ascertained. Plaintiff is
12 informed and believes that each of the fictitiously named Doe Defendants is legally
13 responsible in some manner for the occurrences alleged and that Plaintiff's injuries and
14 damages, as alleged, were proximately caused by these Doe Defendants' actions.

15 6. Defendant ACQUISTAPACE FARMS, INC., JAMES M. ACQUISTAPACE,
16 and Doe Defendants 1 through 50, inclusive, are referred to herein collectively as
17 "Defendants". Plaintiff is informed and believe and thereon allege that at all times pertinent
18 hereto, each Defendant was the agent and employee of each of its co-Defendants, and in
19 doing the things described herein, was acting within the course and scope of his/her
20 authority as such agent and employee, and each Defendant ratified and approved the acts
21 of his/her agents and employees.

22 **GENERAL FACTUAL ALLEGATIONS**

23 7. Defendants hired Plaintiff as an agricultural laborer in or around June 2014
24 and he worked in that capacity until his date of termination in or around April 27, 2023.

25 8. During his employment, Plaintiff generally worked shifts that exceeded 12
26 hours but, in violation of the law, he was not provided a meal period until after the 10th
27 hour of work. Plaintiff was never paid premium pay for missed or delayed meal periods.
28 During his employment, Plaintiff regularly worked in excess of 10 hours per day but, in

violation of the law, he was only provided two rest breaks per workday. Plaintiff was never paid premium pay for missed or delayed meal periods.

9. During his employment, Plaintiff regularly worked split-shifts but, in violation of the law, he was never paid a split-shift premium. Moreover, and during his employment, Plaintiff was never issued wage statements reflecting his actual hours worked and/or total wages earned. After separation from employment, Plaintiff was not paid all wages owed.

10. The Labor Code violations alleged herein were and (on information and belief) are endemic to Defendants' business and business operations and its treatment of its employees. On or about August 24, 2023, Plaintiff filed with the California Labor and Workforce Development Agency (hereafter, "LWDA") and thereafter served on Defendants JAMES M. AQUISTAPACE and ACQUISTAPACE FARMS, INC. a written notice, pursuant to Labor Code section 699.3(a), of their violations of the Labor Code and Wage Order. A true and correct copy of the aforesaid written notice and its certified mail receipt is attached hereto as **Exhibit 1**.

11. Defendant JAMES M. ACQUISTAPACE and Doe Defendants 1-50 acted as an employer or "other person acting on behalf of an employer" for the purpose of the claims asserted in this action. Defendant JAMES M. AQUISTAPACE and Doe Defendants 1-50 are therefore liable for the claims asserted in this action based on, among other grounds, Labor Code section 558(a) and Labor Code section 1197.1(a). See *Atempa v. Pedrazzani* (2018) 27 Cal.App.5th 809.

FIRST CAUSE OF ACTION
VIOLATION OF LABOR CODE PRIVATE ATTORNEYS GENERAL ACT ("PAGA")
(Plaintiff against All Defendants)

12. Plaintiff incorporates by reference all other paragraphs of this Complaint as if they were re-alleged and set forth herein.

13. Plaintiff brings this cause of action on behalf of all other aggrieved current and former employees of Defendants and seeks civil penalties for violations under PAGA in this representative action. Plaintiff's claims under this cause of action are expressly limited to representative PAGA claims and Plaintiff does not assert non-representative

1 PAGA claims in this civil action or under this cause of action. See *Adolph v. Uber*
2 *Technologies, Inc.* (2023) 14 Cal. 5th 1104.

3 14. The LWDA has not responded to the written notice filed and served by
4 Plaintiff and its last day to respond has expired. Plaintiff has exhausted administrative
5 remedies and, pursuant to Labor Code section 2699.2, Plaintiff is permitted to pursue this
6 PAGA cause of action on behalf of all other aggrieved current and former employees of
7 Defendants.

8 15. Plaintiff is an aggrieved employee. Plaintiff was employed by Defendants
9 and the violations alleged herein were committed against Plaintiff. At the time of each
10 violation, Defendants employed one or more employees. As a result of the aforesaid
11 wrongful and illegal conduct of the Defendant, and each of them, Plaintiff is entitled to
12 bring an action under PAGA for civil penalties in an amount to be determined at trial, costs,
13 and attorney's fees.

14 **PRAYER FOR RELIEF**

15 WHEREFORE, Plaintiff prays for judgment against Defendants:

- 16 1. For all statutory penalties and damages authorized by law, including PAGA;
17 2. For attorney's fees and costs of suit;
18 3. For other or further relief as the Court deems just and proper.

19 Dated: January 17, 2024

HAULK & HERRERA LLP

20
21 By: 

22 Matthew A. Haulk, Esq.
23 Jose M. Herrera, Esq.
24 Attorneys for Plaintiff
25 GUILLERMO VAZQUEZ-SANCHEZ
26
27
28

EXHIBIT 1



H A U L K & H E R R E R A L L P

Attorneys at Law

100 Pine Street, Suite 1250
San Francisco, CA 94111-5235
telephone 415.745.3219
www.hhemploymentlaw.com

Jose M. Herrera, Esq.
jherrera@hhemploymentlaw.com

August 24, 2023

VIA ONLINE SUBMISSION

Labor & Workforce Development Agency
Attn: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, California 94102

Re: **Private Attorney General Act Notice** – Guillermo Vazquez-Sanchez

Dear PAGA Administrator:

This firm represents Guillermo Vazquez-Sanchez (“Plaintiff”) with respect to his claims against Acquistapace Farms, Inc. and James M. Acquistapace (collectively, “Defendants”) arising out of violations of numerous provisions of the applicable California Labor Code and IWC Wage Order committed against all of Defendants’ non-exempt employees in California.

This letter shall serve as written notice, pursuant to California Labor Code section 699.3(a) (1), of Defendants’ violations of the provisions of the Labor Code and Wage Order set forth below. Plaintiff is informed and believes that James M. Acquistapace personally promulgated and enforced the unlawful policies and practices described herein, and therefore he caused the violations at issue within the meaning of Labor Code section 558. As such, Mr. Acquistapace is personally liable for penalties under that section.

In or around June 2014, Plaintiff was hired by Defendants as an agricultural laborer, and worked in such capacity through his date of termination on or around April 27, 2023. Plaintiff generally worked shifts exceeding 12 hours but was not provided a meal period until after the 10th hour of work, in violation of California law. In addition, Plaintiff regularly worked in excess of 10 hours per day but was only provided two rest breaks per work day irrespective of hours worked.

Plaintiff alleges that Defendants engaged in a pattern of knowingly violating numerous Labor Code sections, including 201, 202, 203, 204, 226, 226.7 and 512. In particular, Defendants violated California’s wage and hour laws by:



Page 2 of 2

a. Failing to permit employees to take timely, off-duty, 30-minute meal breaks for each five consecutive hours of work in violation of Labor Code sections 226.7 and 512 and the applicable Wage Order.

b. Failing to permit employees to take a 10-minute rest break for each four hours of work, or major fraction thereof, in violation of Labor Code section 226.7 and the applicable Wage Order.

c. Failing to pay employees premium pay for missed or untimely meal breaks and rest breaks, in violation of Labor Code sections 226.7 and 512.

d. Failing to pay employees all earned wages (including premium pay for missed meal and rest breaks) at least twice a month in violation of Labor Code section 204.

e. Failing to pay employees all earned wages (including overtime compensation and premium pay for missed meal breaks) at the time of termination or within 72 hours of resignation in violation of Labor Code sections 201, 202, 203, and 206.

f. Failing to maintain and furnish accurate, itemized statements of hours worked, gross and net wages earned, all applicable hourly rates in effect during the pay period, the number of hours worked at each hourly rate, and deductions, in violation of the applicable Wage Order and Labor Code sections 226 and 226.3.

As an aggrieved employee, Plaintiff is able to bring a PAGA claim on behalf of all non-exempt employees of Defendants, and is entitled to recover penalties for all violations, as well as his attorneys' fees.

This notice is based on the facts currently known to Plaintiff and is made without prejudice to his right to seek all available remedies for any and all additional violations that may subsequently be discovered or identified.

Please advise this office within 60 days of the post-mark date of this notice whether the Labor & Workforce Development Agency intends to investigate the above-noted Labor Code and Wage Order violations. Thank you for your attention to this matter.

Very truly yours,

Jose M. Herrera

cc: Acquistapace Farms, Inc./James M. Acquistapace, via *Certified Mail/Return Receipt Requested*

7022 0410 0001 5534 8457

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com

OFFICIAL USE

Certified Mail Fee
\$ 4.35

Extra Services & Fees (check box, add fee as appropriate)
☒ Return Receipt (hardcopy) \$ 3.55
☐ Return Receipt (electronic) \$ _____
☐ Certified Mail Restricted Delivery \$ _____
☐ Adult Signature Required \$ _____
☐ Adult Signature Restricted Delivery \$ _____

Postage
\$ 1.66

Total Postage and Fees
\$ 6.56



Sent To
Acquistapace Farms/James Acquistapace
Street and Apt. No., or PO Box No.
1635 N. Blosser Rd
City, State, ZIP+4®
Santa Maria, CA 93458