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Attorneys for Plaintiffs
ADRIAN ZAMUDIO GAZCA and
FELIPE LUIS VALDIVIESO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF MONTEREY

ADRIAN ZAMUDIO GAZCA and FELIPE
LUIS VALDIVIESO, on behalf of
themselves and all others similarly situated,

Plaintiffs,

vs.

DAN DRAKE ENTERPRISES, LLC. and
DOES 1-10, inclusive,

Defendants.

Case No. 22CV003064

Class Action

FIRST AMENDED COMPLAINT

1. Failure to Pay Overtime Wages
2. Unfair Competition
3. Failure to Provide Accurate Wage Statements
4. Failure to Pay All Wages Owed Upon Termination
5. Failure to Pay Final Wages Timely Upon Termination
6. Civil Penalties under PAGA

DEMAND FOR JURY TRIAL

Plaintiff Adrian Zamudio Gazca and Felipe Luis Valdivieso ("Plaintiffs"), on behalf of
themselves and all others similarly situated, complains and allege as follows:

INTRODUCTION

1. This class action and representative action lawsuit arises out of the failure of defendant
Dan Drake Enterprises, LLC ("Defendant") to comply with various labor laws with respect to non-
exempt agricultural employees who are paid piece rate wages ("Agricultural Employees"). Defendant

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 10/13/2023 11:31 AM
By: Rosa Lopez, Deputy

1 fails to pay Agricultural Employees all the overtime wages owed to them; Defendant fails to provide
2 Agricultural Employees accurate itemized wage statements; and Defendant fails to pay Agricultural
3 Employees all the wages owed to them at the time their employment ends. Defendant also fails to pay
4 Agricultural Employees their final wages in a timely manner after their employment ends. Plaintiffs
5 seek all damages, restitution, and penalties to which they and similarly situated employees are entitled
6 to for Defendant's violations of the law, which also constitute unfair business practices in violation of
7 Business and Professions Code Section 17200. On behalf of similarly situated aggrieved employees,
8 Plaintiff Gazca also seeks penalties under the Private Attorneys General Act ("PAGA"), Labor Code
9 Section 2699 et seq.

10 **JURISDICTION AND VENUE**

11 2. Venue is proper in the County of Monterey because work was performed by Plaintiffs
12 and other class members for Defendant in the County of Monterey and the obligations of Defendant to
13 Plaintiffs and other class members under the California Labor Code were breached in the County of
14 Monterey.

15 3. The California Superior Court has jurisdiction in this matter because Plaintiffs are
16 residents of California, Defendant is qualified to do business in California, and Defendant regularly
17 conducts business in California. Further, there is no federal question at issue as the claims herein are
18 based solely on California law.

19 **THE PARTIES**

20 **A. Plaintiffs**

21 4. Plaintiff Gazca worked as an Agricultural Employee for Defendant from approximately
22 May 23, 2022 to August 4, 2022. During his employment with Defendant, Plaintiff Gazca was paid on
23 a piece rate basis. When Plaintiff Gazca worked overtime hours during a workweek, however,
24 Defendant did not pay him any overtime wages with respect to his piece rate wages. For example,
25 attached as Exhibit 1 is a copy of a wage statement for the pay period from July 10, 2022 through July
26 16, 2022 showing that Plaintiff Gazca worked overtime hours on July 11, 2022 and July 12, 2022 but
27 he was only paid piece rate wages at his regular piece rate. Attached as Exhibit 2 is a copy of a wage
28 statement for the pay period from June 19, 2022 through June 25, 2022 showing that Plaintiff Gazca

1 worked overtime hours for the entire workweek (in excess of 40 hours) but he was only paid piece rate
2 wages at his regular piece rate. Plaintiff Gazca's employment with Defendant terminated when he was
3 laid off at the end of his seasonal employment but Plaintiff did not receive his final paycheck until the
4 next regularly scheduled pay day. Attached as Exhibit 3 is wage statement showing that, although
5 Plaintiff Gazca's last day of work for Defendant was on August 4, 2022 his final paycheck was not
6 issued until August 11, 2022.

7 5. Plaintiff Valdivieso worked as an Agricultural Employee for Defendant, under the name
8 Javier Regalado Villalovos, from approximately May to July 2022. During his employment with
9 Defendant, Plaintiff Valdivieso was paid on a piece rate basis. When Plaintiff Valdivieso worked
10 overtime hours during a workweek, however, Defendant did not pay him any overtime wages with
11 respect to his piece rate wages. For example, attached as Exhibit 4 is a copy of a wage statement for
12 the pay period from July 10, 2022 through July 16, 2022 showing that Plaintiff Valdivieso worked
13 overtime hours on July 11, 2022 and July 12, 2022 but he was only paid piece rate wages at his regular
14 piece rate. Plaintiff Valdivieso's employment ended in July 2022 but Defendant did not pay him his
15 final wages until the next regularly scheduled payday after Plaintiff's employment ended.

16 **B. Defendants**

17 6. At all relevant times, Defendant has been a limited liability company organized under
18 the law of the State of California with a principal place of business in Bakersfield, California.
19 Defendant is a farm labor contractor that specializes in vineyard and orchard installation and repair.
20 Defendant is or was the employer of Plaintiffs and other similarly situated employees at the time
21 Defendant breached its legal obligations to them as described herein, and Defendant continues to
22 breach legal obligations owed to similarly situated employees currently employed by Defendant.

23 7. Plaintiffs are ignorant of the true name, capacity, relationship and extent of participation
24 in the conduct herein alleged, of the Defendants sued herein as DOES 1 through 10, but are informed
25 and believe and thereon allege that said Defendants are legally responsible for the wrongful conduct
26 alleged herein and therefore sues these Defendants by such fictitious names. Plaintiffs will amend this
27 complaint to allege the true names and capacities of the DOE Defendants when ascertained.

28 8. Plaintiffs are informed and believe and thereon allege that each Defendant acted in all

1 respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme,
2 business plan or policy in all respects pertinent hereto, and the acts of each Defendant are legally
3 attributable to the other Defendants.

4 **CLASS ACTION ALLEGATIONS**

5 9. Plaintiffs bring their claims on behalf of themselves and all other similarly situated
6 employees (collectively the "Class") as a class action pursuant to Section 382 of the Code of Civil
7 Procedure. The members of the Class belong to the Agricultural Employees Class, Restitution Class,
8 Wage Statement Class, Final Wages Class and Late Final Wages Class, which are defined as follows:

9 **Agricultural Employees Class:** All persons who, at any time since the date three years before
10 the filing of the complaint in this action, worked for Defendant in California as non-exempt
11 agricultural employees who were paid piece rate wages and worked overtime hours during a
12 workweek.

13 **Restitution Class:** All persons who, at any time since the date four years before the filing of
14 the complaint in this action, worked for Defendant in California as non-exempt agricultural employees
15 who were paid piece rate wages and worked overtime hours during a workweek.

16 **Wage Statement Class:** All persons who, at any time since the date one year before the filing
17 of the complaint in this action, worked for Defendant in California as non-exempt agricultural
18 employees who were paid piece rate wages and worked overtime hours during a workweek.

19 **Final Wages Class:** All persons who worked for Defendant in California as non-exempt
20 agricultural employees who were paid piece rate wages and worked overtime hours during a workweek
21 whose employment ended at any time since the date three years before the filing of the complaint in
22 this action.

23 **Late Final Wages Class:** All persons who worked for Defendant in California as non-exempt
24 agricultural employees whose employment ended at any time since the date three years before the
25 filing of the complaint in this action.

26 10. This action has been brought and may be maintained as a class action pursuant to Code of
27 Civil Procedure Section 382 because there is a well defined community of interests among many persons
28 who comprise a readily ascertainable class:

- 1 a. The Class members are so numerous that the individual joinder of all of them as
2 named plaintiffs is impracticable. While the exact number of Class members is
3 unknown to Plaintiffs at this time, Plaintiffs are informed and believe and thereon
4 allege that there are not less than 50 members in the Agricultural Employees
5 Class, not less than 50 members in the Restitution Class, not less than 50 members
6 in the Wage Statement Class, not less than 50 members in the Final Wages Class,
7 and not less than 50 members in the Late Final Wages Class.
- 8 b. Common questions of law and fact exist as to members of the Class and
9 predominate over any questions that affect only individual members of the Class.
10 These common questions include, but are not limited to:
- 11 (1) Did Defendant have a policy or practice of not paying Agricultural
12 Employees overtime wages when they worked overtime hours during a
13 workweek?
- 14 (2) Did Defendant have a policy or practice of not providing Agricultural
15 Employees with accurate or legally compliant wage statements?
- 16 (3) Did Defendant have a policy or practice of not paying all wages earned to
17 agricultural employees whose employment ended?
- 18 (4) Did Defendant have a policy or practice of not paying final wages in a
19 timely manner to Agricultural Employees whose employment ended?
- 20 c. Plaintiffs are members of the Agricultural Employees Class, Restitution Class,
21 Wage Statement Class, Final Wages Class, and Late Final Wages Class, and the
22 claims of Plaintiffs are typical of the claims of the other class members that
23 Plaintiffs seek to represent. Plaintiffs are former employees of Defendant who
24 were subjected to the same unlawful practices as other employees of Defendant.
25 Plaintiffs and other members of the Class suffered the same injuries and seek the
26 same relief.
- 27 d. Plaintiffs will adequately and fairly protect the interests of the members of the
28 Class. Plaintiffs have no interest adverse to the interests of absent class members

1 and Plaintiffs are represented by attorneys with substantial class action experience
2 in civil litigation and employment law.

- 3 e. A class action is superior to other available means (if any) for fair and efficient
4 adjudication of the claims of the Class and would be beneficial for the parties and
5 the court. Class action treatment will allow a large number of similarly situated
6 persons to prosecute their common claims in a single forum simultaneously,
7 efficiently, and without the unnecessary duplication of effort and expense that
8 numerous individual actions would require. The monetary amounts due to many
9 individual Class members are likely to be relatively small, and the burden and
10 expense of litigation would make it difficult or impossible for Class members to
11 seek and obtain relief through individual lawsuits. A class action will serve an
12 important public interest by providing Class members an effective mechanism for
13 redress of violation of their statutory rights.

14 11. Plaintiffs are not aware of any difficulties likely to be encountered in the management of
15 this action that would preclude its maintenance as a class action, but reserve the right to modify their
16 allegations and/or the class definitions based on further investigation, discovery or legal developments.

17 FIRST CAUSE OF ACTION

18 **FAILURE TO PAY OVERTIME WAGES**

19 **(By Plaintiffs and the Agricultural Employees Class against Defendants)**

20 12. Plaintiffs incorporate paragraphs 1 through 11 of this complaint as if fully alleged herein.

21 13. At all relevant times, Plaintiffs and the other members of the Overtime Class were
22 employees of Defendant covered by Wage Order 14.

23 14. Pursuant to Wage Order 14, Plaintiffs and the other members of the Agricultural
24 Employees Class were entitled to overtime wages at the rate of 1 and ½ times their regular rate of pay
25 for every hour they worked overtime hours, including overtime hours worked in excess of daily limits,
26 overtime hours worked in excess of weekly limits, and overtime hours worked on a seventh consecutive
27 day of a workweek.
28

1 15. Defendant failed to pay Plaintiffs and other members of the Agricultural Employees Class
2 all the overtime wages owed to them. Plaintiffs are informed and believe and thereon allege that, during
3 the limitations period applicable to this cause of action, Defendant had a policy or practice of not paying
4 Agricultural Employees overtime wages owed when overtime hours were worked during a workweek.

5 16. As a result of Defendant's unlawful conduct, Plaintiffs and other members of the
6 Agricultural Employees Class have suffered damages in an amount, subject to proof, to the extent they
7 were not paid all the overtime wages owed to them.

8 17. Pursuant to Labor Code Section 1194, Plaintiffs and other members of the Agricultural
9 Employees Class are entitled to recover the full amount of their unpaid overtime wages, interest thereon,
10 reasonable attorney's fees and costs of suit.

11 **SECOND CAUSE OF ACTION**

12 **UNFAIR COMPETITION**

13 **(By Plaintiffs and the Restitution Class against Defendants)**

14 18. Plaintiffs incorporate paragraphs 1 through 17 of this complaint as if fully alleged
15 herein.

16 19. The unlawful conduct of Defendant alleged herein constitutes unfair competition within
17 the meaning of Business and Professions Code Section 17200.

18 20. As a result of Defendant's unfair competition as alleged herein, Plaintiffs and other
19 members of the Restitution Class have suffered injury in fact and lost money or property. Plaintiffs
20 and members of the Restitution Class have been deprived of their rights to be paid all wages owed to
21 them and Plaintiffs and other members of the Restitution Class have not been paid all the monies owed
22 to them under California law.

23 21. Pursuant to Business and Professions Code Section 17203, Plaintiffs and other members
24 of the Restitution Class are entitled to restitution of all wages or other monies owed to them under
25 California law (including interest thereon), in which they had a property interest, which Defendant
26 failed to pay to them. Restitution of the money owed to Plaintiff and other members of the Restitution
27 Class that Defendant wrongfully withheld and retained by means of engaging in unlawful business
28 practices in violation of California law is necessary to prevent Defendant from becoming unjustly

1 enriched by its failure to comply with California law.

2 22. Plaintiffs and members of the Restitution Class are entitled to recover reasonable
3 attorney's fees in connection with their unfair competition claims pursuant to Code of Civil Procedure
4 Section 1021.5, the substantial benefit doctrine and/or the common fund doctrine.

5 **THIRD CAUSE OF ACTION**

6 **FAILURE TO PROVIDE ACCURATE WAGE STATEMENTS**

7 **(By Plaintiffs and the Wage Statement Class against Defendants)**

8 23. Plaintiffs incorporate paragraphs 1 through 17 of this complaint as if fully alleged
9 herein.

10 24. At all relevant times, Plaintiffs and the other members of the Wage Statement
11 Class were employees of Defendant covered by Labor Code Sections 226.

12 25. Pursuant to Labor Code Section 226(a), Plaintiffs and the other members of the
13 Wage Statement Class were entitled to receive, semimonthly or at the time of each payment of
14 wages, an accurate itemized wage statement showing, *inter alia*, the total amount of gross wages
15 earned during the pay period, the total amount of net wages earned during the pay period, and all
16 the applicable piece rates of pay during the pay period.

17 26. Defendant failed to provide Plaintiffs and other members of the Wage Statement
18 Class accurate or legally compliant itemized statements in accordance with Labor Code Section
19 226(a). Plaintiffs are informed and believe and thereon allege that, during the limitations period
20 applicable to this cause of action, Defendant had a policy or practice of not paying Agricultural
21 Employees all the overtime wages owed to them, which resulted in Agricultural Employees not
22 receiving accurate wage statements in violation of Section 226(a) because the wage statements
23 provided to Agricultural Employees did not state the total amount of gross wages earned during
24 the pay period, the total amount of net wages earned during the pay period, and all the applicable
25 piece rates of pay during the pay period.

26 27. Defendant's failure to provide Plaintiffs and other members of the Wage
27 Statement Class with accurate or legally compliant wage statements was knowing and
28 intentional. Defendant had the ability to provide Plaintiff and other members of the Wage

1 Statement Class with accurate and legally compliant wage statements but intentionally provided
2 wage statements that Defendant knew did not comply with all the requirements of Labor Code
3 Section 226. Defendant intended and knew that, during the limitations period applicable to this
4 cause of action, Defendant had a policy or practice of not paying Agricultural Employees all the
5 overtime wages owed to them and Defendant had a policy or practice of providing Agricultural
6 Employees with wage statements that did not state total amount of gross wages earned during the
7 pay period, the total amount of net wages earned during the pay period, and all the applicable
8 piece rates of pay during the pay period.

9 28. As a result of Defendant's conduct, Plaintiffs and other members of the Wage Statement
10 Class have suffered injury. From the wage statements provided to them alone, Plaintiffs and other
11 members of the Wage Statement Class could not promptly and easily determine the total amount of
12 gross wages actually earned during the pay period, the total amount of net wages actually earned
13 during the pay period, or all the applicable piece rates during the pay period.

14 29. Pursuant to Labor Code Sections 226(c), Plaintiffs and other members of the Wage
15 Statement Class are entitled to recover fifty dollars for the initial pay period in which a violation of
16 Labor Code Section 226 occurred and one hundred dollars for each violation of Labor Code Section
17 226 in every subsequent pay period, not to exceed an aggregate civil penalty of four thousand
18 dollars per employee.

19 30. Pursuant to Labor Code Sections 218, 226(c) and 226(g), Plaintiffs and other members
20 of the Wage Statement Class are entitled to recover the full amount of civil penalties due under Labor
21 Code Section 226(e), reasonable attorney's fees and costs of suit.

22 **FOURTH CAUSE OF ACTION**

23 **FAILURE TO PAY ALL WAGES UPON TERMINATION**

24 **(By Plaintiffs and the Final Wages Class against Defendants)**

25 31. Plaintiffs incorporate paragraphs 1 through 17 of this complaint as if fully alleged
26 herein.

27 32. At all relevant times, Plaintiffs and the other members of the Final Wages Class were
28 employees of Defendant covered by Labor Code Sections 201 or 202.

1 33. Pursuant to Labor Code Sections 201 or 202, Plaintiffs and other members of the Final
2 Wages Class were entitled upon termination (including layoff at end of seasonal employment) to timely
3 payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to
4 payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees
5 who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72
6 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to
7 payment of all wages earned and unpaid prior to resignation at the time of resignation.

8 34. Defendant failed to pay Plaintiffs and other members of the Final Wages Class all wages
9 earned and unpaid prior to termination in accordance with Labor Code Sections 201 or 202. Plaintiffs
10 are informed and believe and thereon allege that during the limitations period applicable to this cause
11 of action, Defendant had a policy or practice of not paying Agricultural Employees all the wages owed
12 to them, which resulted in Defendant failing to pay them all the wages owed to them upon termination.

13 35. Defendant's failure to pay Plaintiffs and members of the Final Wages Class all wages
14 earned prior to termination in accordance with Labor Code Sections 201 or 202 was willful.
15 Defendant had the ability to pay all wages earned by members of the Final Wages Class prior to
16 termination in accordance with Labor Code Sections 201 or 202, but intentionally adopted policies or
17 practices incompatible with the requirements of Labor Code Sections 201 or 202. Defendant intended
18 and knew that, during the limitations period applicable to this cause of action, Defendant had a policy
19 or practice of not paying Agricultural Employees all the overtime wages owed to them, which resulted
20 in Defendant failing to pay them all the wages owed to them upon termination.

21 36. Pursuant to Labor Code Sections 201 or 202, Plaintiffs and other members of the Final
22 Wages Class are entitled to all wages earned prior to termination that Defendant failed to pay them.

23 37. Pursuant to Labor Code Section 203, Plaintiffs and other members of the Final Wages
24 Class are entitled to penalty wages, from the day their earned and unpaid wages were due upon
25 termination until paid, up to a maximum of 30 days of penalty wages.

26 38. As a result of Defendant's unlawful conduct, Plaintiffs and other members of the Final
27 Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid for
28 all wages earned prior to termination.

39. As a result of Defendant's unlawful conduct, Plaintiffs and other members of the Final Wages Class have suffered damages in an amount, subject to proof, to the extent they were not paid all penalty wages owed under Labor Code Section 203.

40. Pursuant to Labor Code Sections 218 and 218.5, Plaintiffs and other members of the Final Wages Class are entitled to recover the full amount of their unpaid wages, penalty wages under Labor Code Section 203, reasonable attorney's fees and costs of suit. Pursuant to Labor Code Section 218.6 or Civil Code Section 3287(a), Plaintiffs and other members of the Final Wages Class are entitled to recover prejudgment interest on the amount of their unpaid wages and unpaid penalty wages.

FIFTH CAUSE OF ACTION

FAILURE TO PAY FINAL WAGES TIMELY UPON TERMINATION

(By Plaintiffs and the Late Final Wages Class against Defendants)

41. Plaintiffs incorporate paragraphs 1 through 10 of this complaint as if fully alleged herein.

42. At all relevant times, Plaintiff and the other members of the Late Final Wages Class were employees of Defendant covered by Labor Code Sections 201 or 202.

43. Pursuant to Labor Code Sections 201 or 202, Plaintiffs and other members of the Final Wages Class were entitled upon termination (including layoff at end of seasonal employment) to timely payment of all wages earned and unpaid prior to termination. Discharged employees were entitled to payment of all wages earned and unpaid prior to discharge immediately upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours previous notice, they were entitled to payment of all wages earned and unpaid prior to resignation at the time of resignation.

44. Defendant failed to pay Plaintiffs and other members of the Late Final Wages Class their final wages in a timely manner in accordance with Labor Code Section 202. Plaintiffs are informed and believe and thereon allege that during the limitations period applicable to this cause of action, Defendant had a policy or practice of paying the final wages of agricultural employees whose seasonal employment ended on their next regularly scheduled pay day.

counsel as counsel for the Class;

- C. Damages for unpaid overtime wages under Labor Code Section 1194;
- D. Restitution for unpaid monies owed under Business and Professions Code Section 17203;
- E. Civil penalties for inaccurate or non-compliant wage statements under Labor Code Section 226;
- F. Damages for unpaid wages under Labor Code Sections 201 or 202;
- G. Damages for unpaid penalty wages under Labor Code Section 203;
- H. Civil penalties under Labor Code Section 2699;
- I. Pre-judgment interest;
- J. Costs;
- K. Reasonable attorney's fees; and
- L. Such other and further relief as the Court deems just and proper.

Dated: October 5, 2023

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

By *s/ Gregory N. Karasik*
Gregory N. Karasik
Attorneys for Plaintiff

DEMAND FOR JURY TRIAL

Plaintiffs demand a trial by jury for themselves and all others similarly situated on all claims so triable.

Dated: October 5, 2023

KARASIK LAW FIRM
LAW OFFICES OF SANTOS GOMEZ

By *s/ Gregory N. Karasik*
Gregory N. Karasik
Attorneys for Plaintiff

EXHIBIT 1

MICHAEL
10100 S. 10th
Beverly Hills, CA
90212-1010
310-274-1111

100

1

STANDARD 1002-54 DOLLARS

NOTE

ABSTRACT

7170

Date	Gross	FT	SET	FICA	Medicare	SSI	Advance	Other Deduct
07/31/22	1203.16	44.20	61.17	74.90	17.46	13.25	0.00	0.00
YTD	12067.29	537.61	480.22	746.17	174.03	132.75	0.00	0.00

Date	Hour	City	Days	Rate	Station	Grant	Contract Name and Address	Station
07/11	3.00	1000.00	PCE	x	0.1450	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/12	3.00	1000.00	PCE	x	0.1450	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/13	3.00	480.00	PCE	x	0.1450	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/14	4.00	480.00	PCE	x	0.1850	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/15	3.00	397.50	PCE	x	0.1365	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/16	5.00	1000.00	PCE	x	0.1850	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/17	3.00	1000.00	PCE	x	0.1500	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/18	3.00	480.00	PCE	x	0.1600	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/19	4.00	480.00	PCE	x	0.1600	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/20	2.00	397.50	PCE	x	0.1680	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/21	4.00	471.00	PCE	x	0.1600	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/22	0.00	0.00	Rest/tx	x	0.0000	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/23	0.00	0.00	Rest/tx	x	0.0000	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/24	0.00	0.00	Rest/tx	x	0.0000	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/25	0.00	0.00	Rest/tx	x	0.0000	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/26	0.00	0.00	Rest/tx	x	0.0000	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/27	0.00	0.00	Rest/tx	x	0.0000	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/28	0.00	0.00	Rest/tx	x	0.0000	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/29	0.00	0.00	Rest/tx	x	0.0000	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/30	0.00	0.00	Rest/tx	x	0.0000	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/31	0.00	0.00	Rest/tx	x	0.0000	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S
07/32	0.00	0.00	Rest/tx	x	0.0000	10430	CONSTITUTION	15410 GEYERVILLE ARMYSERVILLE, 05441 CLIP WARDLINE S

EXHIBIT 2

DAN DRAKE ENTERPRISES, LLC
5405 STOCKDALE HWY STE 206
BAKERSFIELD, CA 93309

MECHANICS E
5151 Stockdale
Bakersfield, CA 9
90-3842/122
90-3842/122

DIRECT DEPOSIT

PAY TO THE
ORDER OF

One thousand seven hundred twelve and 56/100 dollars

\$

05/30/22

\$1,712.56

DOLLARS

ADRIAN ZAMUDIO GAZCA
937 BARRERA ST
SOLEDAD, CA 93960

MEMO

VOID

DAN DRAKE ENTERPRISES, LLC

6957

ETN: 77-0508180

Pay period 08/15 thru 08/25/22

08/30/22

Check #5957

\$1,712.56

Hours: 41.00

Emp #25330 ADRIAN ZAMUDIO GAZCA 937 BARRERA ST SOLEDAD CA 93960

SSN: 32247-322-3329

Date	Gross	FIT	STT	FICA	Medic	SDI	Advance	Other Deducts
08/30/22	2059.44	127.84	75.34	130.17	30.44	23.09	0.00	0.00
YTD	6219.36	379.32	243.55	399.60	119.19	69.41	0.00	0.00

SICK HOURS AVAILABLE 24.00
SUPPLEMENTAL SICK LEAVE USED 0.00

Date	Hour	Qty	Desc	Rate	Gross	Gross	Grower Name and Address	Operation
08/20	7.33	823.00	PCE x	0.4000 =	329.20	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA
08/21	7.00	823.00	PCE x	0.4000 =	329.20	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA
08/22	7.00	823.00	PCE x	0.4000 =	329.20	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA
08/23	7.00	883.00	PCE x	0.4000 =	353.20	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA
08/24	7.00	854.00	PCE x	0.4000 =	341.60	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA
08/25	8.33	823.00	PCE x	0.4000 =	329.20	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA
08/20	0.00	0.33	RestHx	50.4200 =	16.54	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA
08/21	0.00	0.33	RestHx	50.4200 =	16.54	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA
08/22	0.00	0.33	RestHx	50.4200 =	16.54	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA
08/23	0.00	0.33	RestHx	50.4200 =	16.54	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA
08/24	0.00	0.33	RestHx	50.4200 =	16.54	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA
08/25	0.00	0.33	RestHx	50.4200 =	16.54	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441 INSTALL LINE STA

EXHIBIT 3

DIRECT DEPOSIT

PAY TO THE ORDER OF One thousand fifty-nine and 78/100 dollars

9

08/11/22

\$1,059.78 DOLLARS

ADRIAN ZAMUDIO GAZCA
937 BARRERA ST
SOLEDAD, CA 93960

MEMO

VOID

DAN DRAKE ENTERPRISES, LLC

7361

EIN: 77-0808180 Pay period 07/31 thru 08/06/22 08/11/22 Check#7951 \$1,059.75 Hours: 35.00
Emp #26330 ADRIAN ZAMUDIO GAZCA 837 BARRERA ST SOLEDAD CA 93960 SSN: xxx-xx-3329

Date	Gross	FIT	BIT	FICA	Medic	SOI	Advance	Other Deducts
08/11/22	1284.76	83.90	58.57	79.88	18.83	14.13	0.00	0.00
YTD	16298.87	744.76	834.63	1010.54	236.34	179.28	0.00	0.00

SICK HOURS AVAILABLE	24:00
SUPPLEMENTAL SICK LEAVE USED	0:00

Date	Hours	City	Desc	Rate	Gross	Gross	Grower Name and Address	SUPPLEMENTAL SICK LEAVE USED	030	Operation
08/01	9.00	2132.00	PCE x	0.1450 =	309.14	10438	CONSTELLATION	19410 GEYERVILLE AGEYSEVILLE, 65441	CLIP W TRAIN ST	
08/02	9.00	2132.00	PCE x	0.1450 =	309.14	10438	CONSTELLATION	19410 GEYERVILLE AGEYSEVILLE, 65441	CLIP W TRAIN ST	
08/03	9.00	2131.00	PCE x	0.1450 =	309.00	10438	CONSTELLATION	19410 GEYERVILLE AGEYSEVILLE, 65441	CLIP W TRAIN ST	
08/04	8.00	2131.00	PCE x	0.1450 =	309.00	10438	CONSTELLATION	19410 GEYERVILLE AGEYSEVILLE, 65441	CLIP W TRAIN ST	
08/01	0.00	0.33	Reath x	38.7200 =	12.12	10438	CONSTELLATION	19410 GEYERVILLE AGEYSEVILLE, 65441	CLIP W TRAIN ST	
08/02	0.00	0.33	Reath x	38.7200 =	12.12	10438	CONSTELLATION	19410 GEYERVILLE AGEYSEVILLE, 65441	CLIP W TRAIN ST	
08/03	0.00	0.33	Reath x	38.7200 =	12.12	10438	CONSTELLATION	19410 GEYERVILLE AGEYSEVILLE, 65441	CLIP W TRAIN ST	
08/04	0.00	0.33	Reath x	38.7200 =	12.12	10438	CONSTELLATION	19410 GEYERVILLE AGEYSEVILLE, 65441	CLIP W TRAIN ST	

EXHIBIT 4

DAN DRAKE ENTERPRISES, LLC
5405 STOCKDALE HWY STE 206
BAKERSFIELD, CA 93309

MECHANICS BANK
2151 Stockdale Hwy
Bakersfield, CA 93309
90-3942/1222
90-3942/1222

7249

7249

PAY TO THE
ORDER OF One thousand, fifty-three and 29/100 dollars

\$

07/21/22

\$*****1,053.29 DOLLARS

JAVIER REGALADO VILLALOVOS
PO BOX 1757
GREENFIELD, CA 93927

MEMO To Replace Check # 7181


AUTHORIZED SIGNATURE

DAN DRAKE ENTERPRISES, LLC

7249

EMP: 77-0508180 Pay period 07/10 thru 07/16/22 07/21/22 Check #7182 \$1,053.29 Hours: 40.00
Emp #28365 JAVIER REGALADO VILLALOVOS PO BOX 1757 GREENFIELD, CA 93920 SSN: XXX-XX-8830

Date	Gross	FTT	SIT	FICA	Medic	SDI	Advance	Other Deducts
07/21/22	1238.68	63.28	23.72	76.80	17.99	13.63	0.00	0.00
YTD	10795.93	569.17	287.52	666.36	166.36	116.75	0.00	0.00

SICK HOURS AVAILABLE 24.00
SUPPLEMENTAL SICK LEAVE USED 00.00

Date	Hours	Qty	Desc	Rate	Gross	Gross	Gross	Name and Address	Operation
07/11	3.50	1000.00	PCE x	0.1450 =	145.00	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/12	3.50	1000.00	PCE x	0.1450 =	145.00	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/13	3.00	505.00	PCE x	0.1450 =	73.37	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/14	4.00	475.00	PCE x	0.1650 =	78.35	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/15	3.00	381.00	PCE x	0.1650 =	67.92	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/16	5.00	1000.00	PCE x	0.1500 =	150.00	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/17	5.00	1000.00	PCE x	0.1500 =	150.00	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/18	2.50	505.00	PCE x	0.1500 =	75.90	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/19	4.00	475.00	PCE x	0.1450 =	68.88	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/20	2.50	381.00	PCE x	0.1450 =	60.90	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/21	4.00	490.00	PCE x	0.4000 =	160.00	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	INSTALL LINE ST/
07/11	0.00	0.20	RestHx	30.9400 =	6.19	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/11	0.00	0.14	RestHx	30.9400 =	4.33	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S
07/12	0.00	0.20	RestHx	30.9400 =	6.19	10438	CONSTELLATION	19410 GEYERVILLE AGEYSERVILLE, 85441	CLIP WIRE/LINE S

There is no more than 4.0 hours per line for this operation, unless this was noted

EXHIBIT 5

KARASIK LAW FIRM

16021 Aiglon St.
Pacific Palisades, CA 90272
Tel. (310) 463-9761
greg@karasiklawfirm.com

August 1, 2023

Labor and Workforce Development Agency
Department of Industrial Relations
Online Filing

Re: California Labor Code §2699 Letter

Aggrieved Employee: Adrian Zamudio Gazca
Employer: Dan Drake Enterprises, LLC

This letter shall serve as notice under Labor Code Section 2699.3 that Adrian Zamudio Gazca alleges that his former employer Dan Drake Enterprises, LLC ("DDE") had a practice of violating various provisions of the Labor Code with respect to non-exempt agricultural employees who were paid piece rate wages ("Agricultural Employees"). Mr. Gazca worked as an Agricultural Employee for DDE from approximately May 23, 2022 to August 4, 2022. Mr. Gazca alleges, on behalf of himself and other Agricultural Employees, that prior to October 16, 2022 DDE violated the Labor Code in the following ways.

1. In violation of Labor Code Section 1198, DDE violated Wage Order 14 by failing to pay overtime wages to Agricultural Employees who worked overtime hours. DDE only paid Agricultural Employees wages at their regular piece rates when they worked overtime hours.
2. In violation of Labor Code Section 226, DDE failed to provide Agricultural Employees who worked overtime hours with accurate wage statements. Because DDE only paid Agricultural Employees wages at their regular piece rates when they worked overtime hours, the wage statements provided to Agricultural Employees who worked overtime hours did not state the total amount of gross wages earned during the pay period, the total amount of net wages earned during the pay period, and all the applicable piece rates of pay during the pay period.
3. In violation of Labor Code Sections 201 and/or 202, DDE failed to pay Agricultural Employees who worked overtime hours all the wages owed to them upon termination. Because DDE only paid Agricultural Employees wages at their regular piece rates when they worked overtime hours, Agricultural Employees who worked overtime hours were not paid all the overtime wages owed to them.
4. In violation of Labor Code Sections 201 and/or 202, DDE failed to pay Agricultural Employees whose employment ended their final wages timely upon termination. Instead of paying Agricultural Employees their final wages immediately upon discharge or

within 72 hours of resignation, DDE paid Agricultural Employees whose employment ended their final wages on their next regularly scheduled pay day. For example, Mr. Gazca's last day of work for DDE was on August 4, 2022 but his final paycheck was not issued until August 11, 2022.

Please advise whether the LWDA intends to investigate these allegations. If we do not receive a timely notice that the LWDA intends to do so, Mr. Gazca will proceed to seek civil penalties under Labor Code Section 2699 in the civil lawsuit he has filed against DDE that is pending in the Monterey County Superior Court.

Very truly yours,

KARASIK LAW FIRM

s/ Gregory N. Karasik
Gregory N. Karasik

cc: Vanessa Franco Chavez
Klein DeNatale Goldner
Attorneys at Law
10000 Stockton Highway, Suite 200
Bakersfield, CA 93311
vchavez@kleinlaw.com

Attorneys for Dan Drake Enterprises, LLC
(via email per agreement with counsel)

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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within action. My business address is 16021 Aiglon St., Pacific Palisades, California 90272. **FIRST AMENDED COMPLAINT** on the interested parties in this action listed below or on the attached service list as follows:

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Attorneys for Plaintiffs

1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 2666, 2667, 2668, 2669, 2670, 2671, 2672, 2673, 2674, 2675, 2676, 2677, 2678, 26

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