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Attorneys for Plaintiffs and the proposed class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

MARIA N. GONZALEZ LOPEZ;
FRANCISCA PINEDA MENDOZA;
HERIBERTO MANZANO RUIZ AKA
HERIBERTO RUIZ MANZANO;
SALOMON RAMIREZ MORALES, as
individuals, on behalf of themselves and
others similarly situated

PLAINTIFFS,

v.

CAMARILLO HARVESTING LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

ELECTRONICALLY FILED
Superior Court of California,
County of Monterey
07/06/2026 at 08:04:24 AM
By: Stephanie Mendez, Deputy Clerk

CASE NO. 26CV002341

[Case Assigned for All Purposes to Hon. Judge
Thomas W. Wills in Dept. 15]

**[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 Reimburse Expenses Pursuant
to Labor Code § 2802
3. Violation of Labor Code § 226(a)
4. Penalties Pursuant to Labor Code § 203
5. Violation of Business & Professions Code
§ 17200
6. Penalties Pursuant to Labor Code § 2699,
et seq.

1 Plaintiffs MARIA N. GONZALEZ LOPEZ; FRANCISCA PINEDA MENDOZA;
2 HERIBERTO MANZANO RUIZ AKA HERIBERTO RUIZ MANZANO; SALOMON
3 RAMIREZ MORALES, as individuals, on behalf of themselves and all others similarly situated
4 (collectively, “Plaintiffs”), and on behalf of the people of the State of California and as “aggrieved
5 employees” under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter
6 “PAGA”), complains of Defendant CAMARILLO HARVESTING LLC (collectively,
7 “Defendant”) and each of them, as follows:

8 **I.**

9 **INTRODUCTION**

10 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
11 382, on behalf of Plaintiffs and a Proposed Class defined as:

12 All non-exempt employees who are employed or have been
13 employed by CAMARILLO HARVESTING LLC, in the State of
14 California, who worked one or more pay periods since four (4) years
prior to the filing of this action to the present. (“Proposed Class”)

15 2. Plaintiffs and the Proposed Class worked for Defendant, in or near Monterey
16 County, California as seasonal agricultural workers. Plaintiffs and members of the Proposed Class
17 worked in the cultivation and harvest of strawberries, and doing other agricultural work, on land
18 owned, leased, managed, and/or operated, harvested, or otherwise made productive by Defendant.

19 3. From at least four (4) years prior to the filing of this action continuing to the present,
20 Defendant has had a consistent policy of failing to pay wages and overtime to Plaintiffs and all
21 Proposed Class members as a result of failing to pay for all hours worked at the appropriate rate.

22 a. Plaintiffs and the Proposed Class members were not paid at the proper
23 corresponding rate for all hours worked, including overtime. During the peak of the
24 harvest season, generally from approximately May through July, Plaintiffs and the
25 Proposed Class members regularly worked five (5) to six (6) days per week,
26 including Saturdays, and worked in excess of eight (8) hours per day. During these
27 peak periods, Plaintiffs and the Proposed Class members worked overtime hours to
28 finish their rows, and Defendant did not ensure that all overtime was properly paid

1 at the required rate. This resulted in Plaintiffs and the Proposed Class members
2 regularly working in excess of eight hours in one workday and in excess of forty
3 (40) hours in one workweek and not being compensated at the appropriate overtime
4 rate for all hours worked.

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

10 i. With regard to required pre-shift work, Plaintiffs and the Proposed Class
11 are required to report to work approximately fifteen (15) to thirty (30)
12 minutes prior to their scheduled shift and perform preparatory work. The
13 foreman instructs workers to arrive approximately fifteen (15) minutes
14 before the official clock-in time. Plaintiffs and the Proposed Class must
15 walk approximately ten (10) to fifteen (15) minutes from their parked
16 vehicles to the field, prepare their tools and equipment (including harvest
17 carts, scissors, and gloves), and record their attendance, all while “off the
18 clock”.

19 ii. During the harvest season, Defendant required Plaintiffs and the Proposed
20 Class to drive between fields approximately two (2) to four (4) times per
21 season (generally around May), with each trip taking approximately fifteen
22 (15) to twenty (20) minutes, without compensation. Plaintiffs and the
23 Proposed Class are paid on a piece-rate basis during this travel time and are
24 not compensated for this time between fields. This travel time is off-the-
25 clock.

26 iii. With regard to post-shift work, Plaintiffs and the Proposed Class are
27 consistently required to perform compensable activities after their
28 scheduled shift has ended. Specifically, Plaintiffs and the Proposed Class

1 must walk approximately ten (10) to fifteen (15) minutes from the field back
2 to their vehicles after the official end of their shift. Additionally, every
3 Thursday (payday), Plaintiffs and the Proposed Class are required to walk
4 out of the row, return their badge to the “ponchadora”/QC or foreman, and
5 wait in line to receive their paychecks, which takes approximately ten (10)
6 to fifteen (15) minutes of additional uncompensated time each pay period.
7 The foreman or QC punches the end of the shift even while workers
8 continue to complete their rows. This required work was performed while
9 “off the clock” for which no pay was provided.

10 c. Defendant also required Plaintiffs and the Proposed Class to wait during inclement
11 weather conditions for approximately twenty (20) to thirty (30) minutes before they
12 could begin working, approximately two (2) to three (3) times per season (generally
13 around March and November/December) and are subsequently sent home without
14 pay. Defendant failed to record this required waiting time and failed to compensate
15 Plaintiffs and the Proposed Class for all hours.

16 4. For at least four (4) years prior to the filing of this action and continuing to the
17 present, Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of tools and
18 vehicles necessary for its business purposes. Specifically, Defendant requires Plaintiffs and the
19 Proposed Class members to purchase, at their own expense, all tools and equipment necessary to
20 perform their work duties, including harvest carts (market and cannery), tires for the harvest carts,
21 rings for the cannery, scissors, sharpeners, and gloves, without any reimbursement from
22 Defendant. Additionally, Defendant has failed to reimburse Plaintiffs and the Proposed Class
23 members for the use of their personal vehicles for business-related purposes. As described above,
24 Defendant required Plaintiffs and the Proposed Class members to drive between fields during the
25 harvest season without compensation or reimbursement for vehicle use, including gas. By failing
26 to provide Plaintiffs and the Proposed Class with the necessary transportation and tools
27 reimbursement, Defendant has burdened Plaintiffs and the Proposed Class members with the cost
28 of using their own vehicles and purchasing their own tools to perform required work.

5. For at least one (1) year prior to the filing of this action continuing to the present, Defendant has 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.

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

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

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

9. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency (“LWDA”) and Defendant giving notice of the claims pursuant to PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or formerly employed by Defendant during the liability period as defined in their PAGA notice letter (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant’s violations of Labor Code §§ 201, 202, 203, 226(a), 510, 1194, 1199, 2802; Wage Order 14-2001.

II.

JURISDICTION AND VENUE

10. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive

1 of interest, exceeds \$35,000, and because each cause of action asserted arises under the laws of the
2 State of California or is subject to adjudication in the courts of the State of California.

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

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

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

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

18 III.

19 PARTIES

20 A. PLAINTIFFS

21 15. Plaintiffs Maria N. Gonzalez Lopez, Francisca Pineda Mendoza, Heriberto
22 Manzano Ruiz AKA Heriberto Ruiz Manzano, and Salomon Ramirez Morales are residents of
23 California.

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

25 a. Work without being paid at the appropriate rate for all hours worked
26 including overtime;

27 b. Work without being reimbursed for necessary tools and using personal
28 vehicles for work related purposes; and,

1 c. Work without Defendant providing accurate itemized wage statements.

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

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

6 19. Plaintiffs and all aggrieved employees as defined in their notice letter to the LWDA
7 are “aggrieved employees” within the meaning of Labor Code § 2699, *et seq.* (see Labor Code
8 §2699(c).)

9 **B. DEFENDANT**

10 20. Defendant CAMARILLO HARVESTING LLC is believed to be a California
11 corporation operating within the State of California. Defendant’s corporate address, according to
12 the Secretary of State website¹ is believed to be 19040 Portola Ave., Salinas, CA 93908.

13 21. Upon information and belief, Defendant employed Plaintiffs and similarly situated
14 persons as agricultural employees on an hourly and/or piece rate basis within California.
15 Defendant has done and does business throughout the State of California.

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

23 23. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
24 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
25 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is
26 legally attributable to the other Defendant. Furthermore, Defendant in all respects acted as the
27 employer and/or joint employer of Plaintiffs and the Proposed Class members.

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

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

25. Defendant is engaged in the operation of agricultural fields for production of strawberries, as described above. Defendant also own and operate packing facilities in or near Monterey County, California, to sort, grade, package and distribute crops harvested by Plaintiffs. At all times mentioned herein, Defendant employed Plaintiffs and members of the Proposed Class as non-exempt employees in Defendant's agricultural field operations.

26. Defendant issued or cause to be issued, during the relevant period, payroll checks to Plaintiffs and members of the Proposed Class for agricultural work performed for Defendant.

27. Defendant is, and during the relevant period has been, engaged in the business of cultivating, harvesting and packing crops as described above.

IV.

FACTUAL BACKGROUND

28. 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 Defendant in or near Monterey County, California.

29. 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).

30. From at least four (4) years prior to the filing of this action continuing to the present, Defendant has had a consistent policy of failing to pay wages and overtime to Plaintiffs and all Proposed Class members as a result of failing to pay for all hours worked at the appropriate rate.

- 1 a. Plaintiffs and the Proposed Class members were not paid at the proper
2 corresponding rate for all hours worked, including overtime. During the peak of the
3 harvest season, generally from approximately May through July, Plaintiffs and the
4 Proposed Class members regularly worked five (5) to six (6) days per week,
5 including Saturdays, and worked in excess of eight (8) hours per day. During these
6 peak periods, Plaintiffs and the Proposed Class members worked overtime hours to
7 finish their rows, and Defendant did not ensure that all overtime was properly paid
8 at the required rate. This resulted in Plaintiffs and the Proposed Class members
9 regularly working in excess of eight hours in one workday and in excess of forty
10 (40) hours in one workweek and not being compensated at the appropriate overtime
11 rate for all hours worked.
- 12 b. Plaintiffs and the Proposed Class were not properly compensated for all hours
13 worked because Defendant failed to pay Plaintiffs and the Proposed Class for each
14 and every hour worked. Defendant routinely required Plaintiffs and the Proposed
15 Class to work “off the clock” and perform compensable activities before, during,
16 and after each working shift for which no pay was provided.
- 17 i. With regard to required pre-shift work, Plaintiffs and the Proposed Class
18 are required to report to work approximately fifteen (15) to thirty (30)
19 minutes prior to their scheduled shift and perform preparatory work. The
20 foreman instructs workers to arrive approximately fifteen (15) minutes
21 before the official clock-in time. Plaintiffs and the Proposed Class must
22 walk approximately ten (10) to fifteen (15) minutes from their parked
23 vehicles to the field, prepare their tools and equipment (including harvest
24 carts, scissors, and gloves), and record their attendance, all while “off the
25 clock”.
- 26 ii. During the harvest season, Defendant required Plaintiffs and the Proposed
27 Class to drive between fields approximately two (2) to four (4) times per
28 season (generally around May), with each trip taking approximately fifteen

(15) to twenty (20) minutes, without compensation. Plaintiffs and the Proposed Class are paid on a piece-rate basis during this travel time and are not compensated for this time between fields. This travel time is off-the-clock.

iii. With regard to post-shift work, Plaintiffs and the Proposed Class are consistently required to perform compensable activities after their scheduled shift has ended. Specifically, Plaintiffs and the Proposed Class must walk approximately ten (10) to fifteen (15) minutes from the field back to their vehicles after the official end of their shift. Additionally, every Thursday (payday), Plaintiffs and the Proposed Class are required to walk out of the row, return their badge to the “ponchadora”/QC or foreman, and wait in line to receive their paychecks, which takes approximately ten (10) to fifteen (15) minutes of additional uncompensated time each pay period. The foreman or QC punches the end of the shift even while workers continue to complete their rows. This required work was performed while “off the clock” for which no pay was provided.

c. Defendant also required Plaintiffs and the Proposed Class to wait during inclement weather conditions for approximately twenty (20) to thirty (30) minutes before they could begin working, approximately two (2) to three (3) times per season (generally around March and November/December) and are subsequently sent home without pay. Defendant failed to record this required waiting time and failed to compensate Plaintiffs and the Proposed Class for all such hours.

31. For at least four (4) years prior to the filing of this action and continuing to the present, Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of tools and vehicles necessary for its business purposes. Specifically, Defendant requires Plaintiffs and the Proposed Class members to purchase, at their own expense, all tools and equipment necessary to perform their work duties, including harvest carts (market and cannery), tires for the harvest carts, rings for the cannery, scissors, sharpeners, and gloves, without any reimbursement from

1 Defendant. Additionally, Defendant has failed to reimburse Plaintiffs and the Proposed Class
2 members for the use of their personal vehicles for business-related purposes. As described above,
3 Defendant required Plaintiffs and the Proposed Class members to drive between fields during the
4 harvest season without compensation or reimbursement for vehicle use, including gas. By failing
5 to provide Plaintiffs and the Proposed Class with the necessary transportation and tools
6 reimbursement, Defendant has burdened Plaintiffs and the Proposed Class members with the cost
7 of using their own vehicles and purchasing their own tools to perform required work.

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

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

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

16 **V.**

17 **CLASS ACTION ALLEGATIONS**

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

21 All non-exempt employees who are employed or have been
22 employed by CAMARILLO HARVESTING LLC, in the State of
23 California, who worked one or more pay periods since four (4) years
prior to the filing of this action to the present. (“Proposed Class”)

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

27 37. This action has been brought and may properly be maintained as a class action
28 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

38. 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 Proposed Class members has not been determined at this time, Plaintiffs are informed and believe that Defendant currently employ, and during the relevant time periods employed hundreds to over one thousand members of the Proposed Class during peak harvest season.

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

B. COMMONALITY

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

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

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

c. Whether Defendant violated Labor Code § 226(a) and Wage Order 14-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11140 by failing to provide an accurate itemized wage statements that accurately report the total hours worked and the applicable rates, including the piece-rate and hourly rate adjustments applicable to the aggrieved employees, for Plaintiffs and the members of the Proposed Class;

d. Whether Defendant 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 Defendant terminated;

e. Whether Defendant violated § 17200, *et seq.* of the Business & Professions

Code by engaging in the acts previously alleged; and

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

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

C. TYPICALITY

41. 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 Defendant's 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

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

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

E. SUPERIORITY OF CLASS ACTION

44. 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 Defendant's illegal policy and/or practice of failing to pay all wages due, failing to pay at the appropriate overtime rate, failing to reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

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

1 **VI.**

2 **FIRST CAUSE OF ACTION**

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

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

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

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

8 47. Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require
9 an employer to compensate its employees at the minimum wage rate for all hours worked and
10 require an employer to compensate its employees at one and one-half times the employee's regular
11 rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any
12 workday, and for the first eight hours worked on the seventh consecutive day of work in a
13 workweek; and double the employee's regular rate of pay for all hours worked in excess of 12
14 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day
15 of work in a workweek.

16 48. From at least four (4) years prior to the filing of this action continuing to the present,
17 Defendant has had a consistent policy of failing to pay wages and overtime to Plaintiffs and all
18 Proposed Class members as a result of failing to pay for all hours worked at the appropriate rate.

19 a. Plaintiffs and the Proposed Class members were not paid at the proper
20 corresponding rate for all hours worked, including overtime. During the peak of the
21 harvest season, generally from approximately May through July, Plaintiffs and the
22 Proposed Class members regularly worked five (5) to six (6) days per week,
23 including Saturdays, and worked in excess of eight (8) hours per day. During these
24 peak periods, Plaintiffs and the Proposed Class members worked overtime hours to
25 finish their rows, and Defendant did not ensure that all overtime was properly paid
26 at the required rate. This resulted in Plaintiffs and the Proposed Class members
27 regularly working in excess of eight hours in one workday and in excess of forty
28 (40) hours in one workweek and not being compensated at the appropriate overtime

1 rate for all hours worked.

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

7 i. With regard to required pre-shift work, Plaintiffs and the Proposed Class
8 are required to report to work approximately fifteen (15) to thirty (30)
9 minutes prior to their scheduled shift and perform preparatory work. The
10 foreman instructs workers to arrive approximately fifteen (15) minutes
11 before the official clock-in time. Plaintiffs and the Proposed Class must
12 walk approximately ten (10) to fifteen (15) minutes from their parked
13 vehicles to the field, prepare their tools and equipment (including harvest
14 carts, scissors, and gloves), and record their attendance, all while “off the
15 clock”.

16 ii. During the harvest season, Defendant required Plaintiffs and the Proposed
17 Class to drive between fields approximately two (2) to four (4) times per
18 season (generally around May), with each trip taking approximately fifteen
19 (15) to twenty (20) minutes, without compensation. Plaintiffs and the
20 Proposed Class are paid on a piece-rate basis during this travel time and are
21 not compensated for this time between fields. This travel time is off-the-
22 clock.

23 iii. With regard to post-shift work, Plaintiffs and the Proposed Class are
24 consistently required to perform compensable activities after their
25 scheduled shift has ended. Specifically, Plaintiffs and the Proposed Class
26 must walk approximately ten (10) to fifteen (15) minutes from the field back
27 to their vehicles after the official end of their shift. Additionally, every
28 Thursday (payday), Plaintiffs and the Proposed Class are required to walk

1 out of the row, return their badge to the “ponchadora”/QC or foreman, and
2 wait in line to receive their paychecks, which takes approximately ten (10)
3 to fifteen (15) minutes of additional uncompensated time each pay period.
4 The foreman or QC punches the end of the shift even while workers
5 continue to complete their rows. This required work was performed while
6 “off the clock” for which no pay was provided.

7 c. Defendant also required Plaintiffs and the Proposed Class to wait during inclement
8 weather conditions for approximately thirty (30) minutes before they could begin
9 working, without compensation. Defendant failed to record this required waiting
10 time and failed to compensate Plaintiffs and the Proposed Class for all such hours.

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

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

20 **VII.**

21 **SECOND CAUSE OF ACTION**

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

23 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

24 **LABOR CODE § 2802**

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

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

1 53. Plaintiffs and the Proposed Class are entitled to reimbursement of all business-
2 related expenses they incurred throughout the duration of their employment. Specifically,
3 Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of tools and using
4 their personal vehicles for business related purposes.

5 54. During the relevant time period, Plaintiffs and the Proposed Class members are
6 entitled to reimbursement of all business-related expenses Plaintiffs and the Proposed Class
7 members incurred throughout the duration of their employment. Specifically, Defendant requires
8 Plaintiffs and the Proposed Class members to purchase, at their own expense, all tools and
9 equipment necessary to perform their work duties, including harvest carts (market and cannery),
10 tires for the harvest carts, rings for the cannery, scissors, sharpeners, and gloves, without any
11 reimbursement from Defendant.

12 55. Additionally, Defendant has failed to reimburse Plaintiffs and the Proposed Class
13 members for vehicle use for business-related purposes. During the planting season, Defendant
14 required Plaintiffs and the Proposed Class members to use their own vehicles to travel between
15 fields, with each trip taking approximately fifteen (15) minutes. Plaintiffs and the Proposed Class
16 members were not reimbursed for their vehicle use, such as gas, for travel between Defendant's
17 fields during the course of a work shift.

18 56. By failing to provide Plaintiffs and the Proposed Class members with the necessary
19 transportation and tools reimbursement, Defendant has burdened Plaintiffs and the Proposed Class
20 members with the cost of using their own vehicles and purchasing their own tools to perform
21 required work.

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

25 ///

1 **VIII.**

2 **THIRD CAUSE OF ACTION**

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

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

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

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

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

13 61. Plaintiffs and the Proposed Class are issued wage statements that do not include all
14 applicable hourly rates in effect during the pay period and the corresponding number of hours
15 worked at each hourly rate by the employee, including the piece-rate and hourly rate adjustments
16 applicable to the aggrieved employees.

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

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

25 ///

1 **IX.**

2 **FOURTH CAUSE OF ACTION**

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

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

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

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

12 66. Numerous members of the Proposed Class, including the Plaintiffs, no longer work
13 for Defendant. Furthermore, Defendant's work is seasonal. This means that Plaintiffs and members
14 of the Proposed Class did not receive all wages owed when they were discharged, laid off, or quit
15 each season.

16 67. Defendant has failed to pay Plaintiffs and the Proposed Class members all wages
17 owed to them at the time they quit or are laid off or discharged, and have failed to pay those sums
18 for thirty (30) days thereafter in violation of Labor Code § 203.

19 68. Defendant has failed to pay Plaintiffs and others a sum certain at the time of
20 termination or within seventy-two (72) hours of their resignation, and have failed to pay those
21 sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiffs and
22 the Proposed Class are entitled to a penalty in the amount of Plaintiffs' and the Proposed Class
23 members' daily wage multiplied by thirty (30) days.

24 ///

1 X.

2 FIFTH CAUSE OF ACTION

3 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

4 UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200

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

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

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

16 72. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
17 practices.

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

25 74. Defendant has violated statutes and public policies as alleged herein. Through the
26 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
27 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
28 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiffs,

1 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
2 guaranteed to all employees under law.

3 75. Defendant' conduct, as alleged hereinabove, constitutes unfair competition in
4 violation of § 17200, *et seq.* of the Business & Professions Code.

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

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

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

17 **XI.**

18 **SIXTH CAUSE OF ACTION**

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

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

21 79. Plaintiffs, on behalf of themselves and the aggrieved employees, reallege and
22 incorporate by reference all previous paragraphs.

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

27 81. Plaintiffs bring this representative action on behalf of themselves and the State of
28 California as well as a group of aggrieved employees defined as: "All non-exempt employees who

1 are employed or have been employed by CAMARILLO HARVESTING LLC, in the State of
2 California, who worked one or more pay periods since one (1) year prior to the date of Plaintiff's
3 PAGA Notice Letter to the LWDA and Defendant and continuing to the present". ("aggrieved
4 employees").

5 82. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code §
6 2699, *et seq.* because of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 510, 1194,
7 1199, 2802, which call for civil penalties.

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

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

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

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

14 85. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the
15 LWDA² and mailed a letter by certified mail to Defendant's entity addresses and agent addresses,
16 which are PO Box 7428, Spreckels, CA 93962; and 19040 Portola Ave., Salinas, CA 93908; as
17 proscribed by the Code on April 30, 2026, describing Defendant's conduct in violation of Labor
18 Code §§ 201, 202, 203, 226(a), 510, 1194, 1199, 2802, (*see* Exhibit "1"). Plaintiffs also obtained
19 an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "2").
20 Additionally, Plaintiffs received a signed green return receipt from Defendant, indicating that it
21 received Plaintiffs' letter. (*see* Exhibit "3").

22 86. As no letter evidencing the LWDA's intention to investigate was received by
23 Plaintiffs' Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil
24 action as though the LWDA had not chosen to investigate pursuant to Labor Code
25 §2699.3(a)(2)(A). Plaintiffs will also provide the LWDA with a filed-stamped copy of the First
26 Amended Class and Representative Action Complaint immediately.

27 ² Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California
28 Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For compensatory damages in the amount of unpaid wages and/or overtime not paid to Plaintiffs and each Proposed Class Member from at least four (4) years prior to the filing of this action to the present as may be proven;
2. For compensatory damages in the amount of Plaintiffs' and each Proposed Class members' hourly wage for each meal period missed or taken late from at least four (4) years prior to the filing of this action to the present as may be proven;
3. For compensatory damages in the amount of Plaintiffs' and each Proposed Class members' hourly wage for each rest period missed or taken late from at least four (4) years prior to the filing of this action to the present as may be proven;
4. For compensatory damages in the amount of Plaintiffs' and each Proposed Class members' unreimbursed out of pocket expenses as a requirement of employment;
5. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000);
6. For penalties pursuant to Labor Code § 203 for all employees who were terminated or resigned equal to their daily wage times thirty (30) days;
7. An award of prejudgment and post judgment interest;
8. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiffs with proper wages, overtime, unreimbursed expenses, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 510, 1194, 1199, and 2802, and IWC 14-2001;
9. For restitution for unfair competition pursuant to Business & Professions Code § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;
10. For injunctive relief pursuant to Labor Code §226(a) requiring Defendant to remedy

1 the inaccurate itemized wage statements issued to Plaintiffs and the Proposed Class;

2 11. For injunctive relief pursuant to Business & Professions Code §17200, et seq. to
3 remedy the unfair, unlawful and fraudulent activity alleged above;

4 12. For penalties under Labor Code §2699, et seq. for Defendant's violation of Labor
5 Code §§ 201, 202, 203, 226(a), 510, 1194, 1199, 2802;

6 13. An award providing for payment of costs of suit;

7 14. An award of attorneys' fees; and

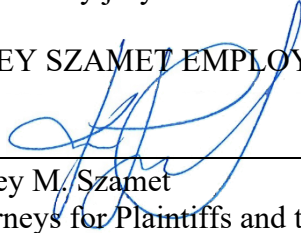
8 15. Such other and further relief as this Court may deem proper and just.

9 **DEMAND FOR JURY TRIAL**

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

11 DATED: July 6, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

12 By: 

13 Kelsey M. Szamet

14 Attorneys for Plaintiffs and the Proposed Class
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16
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27
28

EXHIBIT "1"



16133 Ventura Boulevard, Suite 1200, 
Encino, California 91436
service@kingsleylawyers.com 
www.kingsleylawyers.com 
(818) 990-8300 

April 30, 2026

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

Camarillo Harvesting LLC
c/o Agent for Service of Process
Kiana Amaral
19040 Portola Ave.
Salinas, CA 93908
Via Certified Mailing #9589 0710 5270 1148 9699 04

Camarillo Harvesting LLC
P.O. Box 7428
Spreckels, CA 93962
Via Certified Mailing #9589 0710 5270 1148 9698 98

Re: Maria N. Gonzalez Lopez; Francisca Pineda Mendoza; Heriberto Manzano Ruiz
AKA Heriberto Ruiz Manzano; Salomon Ramirez Morales v. Camarillo
Harvesting LLC
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents MARIA N. GONZALEZ LOPEZ, FRANCISCA PINEDA MENDOZA, HERIBERTO MANZANO RUIZ AKA HERIBERTO RUIZ MANZANO, AND SALOMON RAMIREZ MORALES (collectively, “Plaintiffs”) and a proposed group of current and former employees working for CAMARILLO HARVESTING LLC (“Defendant”) in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California Labor Code violations which we allege Defendant engaged in with respect to Plaintiffs and all of Defendant’s aggrieved employees.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

April 30, 2026

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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 CAMARILLO HARVESTING LLC, in the State of California, who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

Plaintiffs and the aggrieved employees worked for Defendant in or near Monterey County, California as seasonal agricultural workers. Plaintiffs and the aggrieved employees worked in the cultivation and harvest of strawberries, and doing other agricultural work, on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Defendant.

Defendant has violated Labor Code §§ 510, 1194, and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and require an employer to compensate its employees at one and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

Here, Plaintiffs and the aggrieved employees were not paid at the proper corresponding rate for all hours worked, including overtime. During the peak of the harvest season, generally from approximately May through July, Plaintiffs and the aggrieved employees regularly worked five (5) to six (6) days per week, including Saturdays, and worked in excess of eight (8) hours per day. During these peak periods, Plaintiffs and the aggrieved employees worked overtime hours to finish their rows, and Defendant did not ensure that all overtime was properly paid. This resulted in Plaintiffs and the aggrieved employees regularly working in excess of eight hours in one workday and in excess of forty (40) hours in one workweek and not being compensated at the appropriate overtime rate for all hours worked.

Further, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and the aggrieved employees. Plaintiffs and the 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 they were required to routinely work “off the clock” and performed compensable activities before, during, and after each working shift for which no pay was provided as detailed below.

With regard to pre-shift work, Plaintiffs and the aggrieved employees are required to report to work approximately fifteen (15) to thirty (30) minutes prior to Plaintiffs’ and the aggrieved employees’ scheduled shift and perform work. Specifically, Plaintiffs and the aggrieved employees are required to prepare their tools and/or equipment, such as gloves, harvest carts, and scissors, and to walk from their parked vehicles to the field—a walk that takes approximately ten (10) to fifteen (15) minutes—and record their attendance, all of which is performed while “off the clock”.

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California Labor Code §2699 Penalties

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Additionally, Plaintiffs and the aggrieved employees are often required to wait next to Defendant's fields before they can commence performing their work duties. Further, during inclement weather conditions, approximately two (2) to three (3) times per season (generally around March and November/December), Plaintiffs and the aggrieved employees are required to wait approximately twenty (20) to thirty (30) minutes to determine if conditions permit them to begin working. If they can work, they are not paid for the time spent waiting and if they cannot due to the weather, they are subsequently sent home without pay including for the time spent waiting. Plaintiffs and the aggrieved employees are not compensated for this wait time or work performed. These activities and time are compensable, but Defendant fails to pay Plaintiffs and the aggrieved employees for this time worked.

Defendant required Plaintiffs and the aggrieved employees to travel between fields during the workday without compensation. During the harvest season, Plaintiffs and the aggrieved employees are required to drive between fields approximately two (2) to four (4) times per season (generally around May), with each trip taking approximately fifteen (15) to twenty (20) minutes. Plaintiffs and the aggrieved employees are paid on a piece-rate basis during this time and are not compensated for this travel time between fields. Plaintiffs and the aggrieved employees are not compensated for this travel time, nor are Plaintiffs and the aggrieved employees reimbursed for the use of their personal vehicles to perform required work.

With regard to post-shift work, Plaintiffs and the aggrieved employees are consistently required to perform compensable activities after their scheduled shift has ended. Specifically, Plaintiffs and the aggrieved employees must walk approximately ten (10) to fifteen (15) minutes from the field back to their vehicles after the official end of their shift. Additionally, every Thursday (payday), Plaintiffs and the aggrieved employees are required to walk out of the row, return their badge to the "ponchadora"/QC or foreman, and wait in line to receive their paychecks, which takes approximately ten (10) to fifteen (15) minutes of additional uncompensated time each pay period. This time spent was performed after being "clocked out" and as such, Plaintiffs and the aggrieved employees are not properly compensated for this time worked even though this time is compensable.

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 Plaintiffs and the aggrieved employees incurred throughout the duration of their employment. Specifically, Defendant requires Plaintiffs and the aggrieved employees to purchase, at their own expense, all tools and equipment necessary to perform their work, including harvest carts (market and cannery), tires for the harvest carts, rings for the cannery, scissors, sharpeners, and gloves—at a significant cost per season—without any reimbursement

LABOR & WORKFORCE DEVELOPMENT AGENCY

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from Defendant. Additionally, Defendant has failed to reimburse Plaintiffs and the aggrieved employees for the use of their personal vehicles for business-related purposes. As explained above, Defendant required Plaintiffs and the aggrieved employees to drive between fields during the workday without compensation or reimbursement for vehicle use, including gas. By failing to provide Plaintiffs and the aggrieved employees with the necessary transportation and tools reimbursement, Defendant has burdened Plaintiffs and the aggrieved employees with the cost of using their own vehicles and purchasing their own tools to perform required work.

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

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 of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiffs and all aggrieved employees.

Further, Defendant 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, including the piece-rate and hourly rate adjustments applicable to the aggrieved employees.

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. Furthermore, Defendant's work is seasonal in nature. Plaintiffs and the aggrieved employees no longer work for Defendant having been laid off or separated at the end of prior seasons. Plaintiffs and all aggrieved employees who have separated did not receive all wages owed when they were discharged, laid off, or quit each season. As such, Defendant has failed to pay Plaintiffs and the aggrieved 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.

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

April 30, 2026

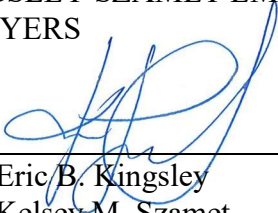
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Further, under Labor Code § 2699.3, Defendant, if it employed fewer than 100 employees in total during the relevant time period, may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, may submit to the LWDA a confidential proposal to cure one or more of the alleged violations, specifying which of the alleged violations it proposes to cure.

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), 510, 1194, 1199, 2802, and IWC Wage Order-14 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 SZAMET EMPLOYMENT
LAWYERS

By: 

Eric B. Kingsley
Kelsey M. Szamet

KMS/km

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

EXHIBIT "2"

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



State of California
Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *	Your Last Name *	Firm Name (if any) *	Your Email Address *
Kelsey	Szamet	Kingsley Szamet Employment Lawyers (Enter "in pro per" if you are representing yourself)	service@kingsleylawyers.c
Your Street Name, Number and Suite/Apt *		Your Mobile Phone Number	Your Work Phone Number
16133 Ventura Blvd, Ste 1200		818-990-8300	
Your City *	Your State *	Your Zip/Postal Code *	
Encino	California	91436	

Plaintiff Information

Plaintiff/Aggrieved Employee Name *	Plaintiff/Aggrieved Employee Occupation *
Maria N. Gonzalez Lopez	non-exempt employee

Plaintiff Information

Plaintiff/Aggrieved Employee Name *	Remove
Francisca Pineda Mendoza	
Plaintiff/Aggrieved Employee Occupation *	
non-exempt employee	

Plaintiff Information

Plaintiff/Aggrieved Employee Name *	Remove
Heriberto Manzano Ruiz AKA Heriberto Ruiz Manz	
Plaintiff/Aggrieved Employee Occupation *	
non-exempt employee	

Plaintiff Information

Plaintiff/Aggrieved Employee Name *	Remove
Salomon Ramirez Morales	
Plaintiff/Aggrieved Employee Occupation *	
non-exempt employee	

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type *	Employer Name *
Other/Don't Know	Camarillo Harvesting LLC Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

19040 Portola Ave

Employer City *

Salinas

Employer State *

California

Employer Zip/Postal Code *

93908

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

Other/Don't Know

Employer Name *

Camarillo Harvesting LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

P.O. Box 7428

Employer City *

Spreckels

Employer State *

California

Employer Zip/Postal Code *

93962

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 *

Kimberley

Billing Last Name *

Madrid

Billing Email *

service@kingsleylawyers.c

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type *

Credit Card Number *

CVV Number *

Credit Card Expiration Month *

mm

Credit Card Expiration Year *

yyyy

Other PAGA Notices

[Search for PAGA Case number](#)

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

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

 PAGA Letter -...4302026.pdf

Do not attach any documents to the Notice.

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

 No file chosen[Add Another Attachment](#)

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

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

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

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I'm not a robot

reCAPTCHA

reCAPTCHA helps prevent automated form spam.

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

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Service](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Thursday, April 30, 2026 9:52:54 AM

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1174287-26

Submission Type: PAGA Notice

Order Number: ORD-000358458

Total:\$75.00

Card Type: XXXXXXXXXX

Date: 4/30/2026

Billing Information

Name: Kimberley Madrid

Email: service@kingsleylawyers.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Service](#)
Subject: Thank you for submission of your PAGA Case.
Date: Thursday, April 30, 2026 9:54:15 AM

External Email!

4/30/2026

LWDA Case No. LWDA-CM-1174287-26
Law Firm : Kingsley Szamet Employment Lawyers
Plaintiff Name : Maria N. Gonzalez Lopez, Francisca Pineda Mendoza, Heriberto Manzano
Ruiz AKA Heriberto Ruiz Manzano, Salomon Ramirez Morales
Employer: Camarillo Harvesting LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

Please note that a PAGA Notice is not a complaint within the meaning of Division 5 (Labor Code §§6300 et seq.). To file a complaint about workplace safety and health hazards with Cal/OSHA, please visit: <https://www.dir.ca.gov/dosh/complaint.htm>

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT "3"

SANTA CLARITA CA 913

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:

Camarillo Harvesting LLC
c/o Agent for Service of Process
Kiana Amaral
19040 Portola Ave.
Salinas, CA 93908



9590 9402 8465 3186 4095 03

2. Article Number (Transfer from service label)

9589 0710 5270 1148 9699 04

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Patricia Lundy*

☐ Agent

☒ Addressee

B. Received by (Printed Name)

C. Date of Delivery

5/4/26

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™

☐ Signature Confirmation™ Restricted Delivery

Mail

Mail Restricted Delivery

(0)

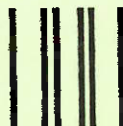
PS Form 3811, July 2020 PSN 7530-02-000-9053-40

Domestic Return Receipt

USPS TRACKING #



9590 9402 8465 3186 4095 03



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

PA6A 4r. 4-30-20
Camarillo Harvesting

