

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
01/05/2024 at 05:34:05 PM
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Assigned for all purposes,
including trial, to Judge
Jeffrey B. Jones

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

MARTIN LOPEZ REYES, FERNANDO LINARES
SANCHEZ, MARTIN CECENA AVILA, ISMAEL
BECERRA PEREZ, ADRIAN M. CRUZ,
PEREGRINO DE LA ROSA TOLEDO, PABLO
ESQUIVEL SANCHEZ, ROSARIO FLORES
OLIVARRIA, FERNANDO GUERRERO QUIROZ,
FRANCISCO IRIARTE VALENZUELA,
FERNANDO LOPEZ IRIARTE, GILBERTO V.
LOPEZ MARTIN, JUAN LUQUE MARTINEZ,
MELITON HERNANDEZ CASTILLO, MARCO A.
PATINO JUAREZ, REY DAVID MEDINA,
ANTONIO MEJIA GARCIA, JOEL ACUNA
MORALES, VICTOR VILLANUEVA, EZEQUIEL
ALCANTAR ALCANTAR, MAURICIO JAIME
MEJIA, AND ANTONIO PENUNURI
SOLORZANO, on behalf of themselves and other
aggrieved employees,

Plaintiffs,

v.

BROTHERS HARVESTING, INC., LEMONICA
LC/MAMMOTH, LLC; CAMPO HARVESTING,
CO., and DOES 1-40

Defendants.

CASE NO.: ECU003306

**COMPLAINT FOR DAMAGES,
PENALTIES AND INJUNCTIVE
RELIEF**

DEMAND FOR JURY TRIAL

COMPLAINT FOR DAMAGES, PENALTIES, AND INJUNCTIVE RELIEF

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Attorneys for Plaintiffs

1 Plaintiffs MARTIN LOPEZ REYES, FERNANDO LINARES SANCHEZ, MARTIN CECENA
2 AVILA, ISMAEL BECERRA PEREZ, ADRIAN M. CRUZ, PEREGRINO DE LA ROSA TOLEDO,
3 PABLO ESQUIVEL SANCHEZ, ROSARIO FLORES OLIVARRIA, FERNANDO GUERRERO
4 QUIROZ, FRANCISCO IRIARTE VALENZUELA, FERNANDO LOPEZ IRIARTE, GILBERTO
5 V. LOPEZ MARTIN, JUAN LUQUE MARTINEZ, MELITON HERNANDEZ CASTILLO,
6 MARCO A. PATINO JUAREZ, REY DAVID MEDINA, ANTONIO MEJIA GARCIA, JOEL
7 ACUNA MORALES, VICTOR VILLANUEVA, EZEQUIEL ALCANTAR ALCANTAR,
8 MAURICIO JAIME MEJIA, and ANTONIO PENUNURI SOLORZANO (collectively, "Plaintiffs")
9 allege their Complaint against Defendants BROTHERS HARVESTING, INC., LEMONICA
10 LC/MAMMOTH, LLC, CAMPO HARVESTING, CO., and DOES 1-40 ("Doe Defendant") as
11 follows:
12

13 NATURE OF THE CASE

14
15 1. Plaintiffs are former employees of Defendants BROTHERS HARVESTING, INC.,
16 LEMONICA, LC/MAMMOTH, LLC, and/or CAMPO HARVESTING, CO. Plaintiffs bring this
17 action to recover amounts due to them based on Defendants' violations of Plaintiffs' and other
18 aggrieved employees' rights under California law. Plaintiffs were employed by Defendants
19 BROTHERS HARVESTING, INC., LEMONICA LC/MAMMOTH, LLC, and/or CAMPO
20 HARVESTING, CO. as seasonal agricultural laborers engaged in the harvest of citrus fruit from
21 approximately 2020 through the present. Plaintiffs complain Defendants violated California law by
22 failing to pay Plaintiffs and other aggrieved employees required minimum wages, premium
23 overtime pay, contractual wages, failing to reimburse Plaintiffs for all necessary expenses, failing
24 to furnish accurate wage statements, failing to pay waiting time penalties, failing to pay wages when
25 due, and failing to timely permit inspection of personnel and payroll records.

26 2. Plaintiffs seek unpaid wages, damages, statutory penalties, restitution, an order requiring
27 Defendants to pay lawful wages and compensate employees for all hours worked, and other
28

1 injunctive relief, attorney's fees, costs of suit and other appropriate and just relief against
2 Defendants.

3 **PARTIES**

4 3. Plaintiffs MARTIN LOPEZ REYES (hereinafter M.L. Reyes), FERNANDO
5 LINARES SANCHEZ (hereinafter F.L. Sanchez), MARTIN CECENA AVILA (hereinafter M.C.
6 Avila), ISMAEL BECERRA PEREZ (hereinafter I.B. Perez), ADRIAN M. CRUZ (hereinafter
7 A.M. Cruz), PEREGRINO DE LA ROSA TOLEDO (hereinafter P. De La Rosa Toledo), PABLO
8 ESQUIVEL SANCHEZ (hereinafter P.E. Sanchez), ROSARIO FLORES OLIVARRIA
9 (hereinafter R.F. Olivarría), FERNANDO GUERRERO QUIROZ (hereinafter F.G. Quiroz),
10 FRANCISCO IRIARTE VALENZUELA (hereinafter F. Iriarte Valenzuela), FERNANDO LOPEZ
11 IRIARTE (hereinafter F. Lopez Iriarte), GILBERTO V. LOPEZ MARTIN (hereinafter G.V. L.
12 Martin), JUAN LUQUE MARTINEZ (hereinafter J.L. Martinez), MELITON HERNANDEZ
13 CASTILLO (hereinafter M.H. Castillo), MARCO A. PATINO JUAREZ (hereinafter M.A.P.
14 Juarez), REY DAVID MEDINA (hereinafter R.D. Medina), ANTONIO MEJIA GARCIA
15 (hereinafter A.M. Garcia), JOEL ACUNA MORALES (hereinafter J.A. Morales), VICTOR
16 VILLANUEVA (hereinafter V. Villanueva), EZEQUIEL ALCANTAR ALCANTAR (hereinafter
17 E.A. Alcantar), MAURICIO JAIME MEJIA (hereinafter M. J. Mejia), and ANTONIO PENUNURI
18 SOLORZANO (hereinafter A.P. Solorzano) are individuals who were employed by Defendants
19 BROTHERS HARVESTING, INC. (hereinafter Brothers Harvesting), LEMONICA,
20 LC/MAMMOTH, LLC (hereinafter Lemonica), and/or CAMPO HARVESTING, CO. (hereinafter
21 Campo Harvesting) as seasonal agricultural laborers engaged in the harvest of citrus fruit from
22 approximately 2020 through the present.

23 4. Defendant BROTHERS HARVESTING is a California Corporation with its address
24 registered at 392 Barolo Circle, Greenfield, CA 93927. On information and belief, at all times
25 relevant to this action, Defendant BROTHERS HARVESTING was a "labor contractor" as defined
26 by Cal. Lab. Code § 2810.3(a)(3), who recruits and hires agricultural workers to perform labor for
27 other business entities engaged in agriculture.

28 5. Defendant CAMPO HARVESTING is a California Corporation with its address

1 registered at 392 Barolo Circle, Greenfield, CA 93927. On information and belief, at all times
2 relevant to this action, Defendant CAMPO HARVESTING was a "labor contractor" as defined by
3 Cal. Lab. Code § 2810.3(a)(3), who recruits and hires agricultural workers to perform labor for
4 other business entities engaged in agriculture.

5 6. Defendant LEMONICA is a limited liability company with its principal offices
6 located at 74399 Highway 11, STE C Office #20 Palm Desert, CA 92260.

7 7. On information and belief, at all times relevant to this action, Defendant
8 LEMONICA was a "client employer" as defined in Cal. Labor. Code §2810.3(a)(1)(A), utilized
9 Defendants BROTHERS HARVESTING and CAMPO HARVESTING as labor contractors, and
10 shares liability with these Defendants for all civil legal responsibility and civil liability for the
11 payment of wages due to Plaintiffs pursuant to Cal. Labor. Code §2810.3(b).

12 8. On information and belief, Defendant LEMONICA is a business entity that employs
13 more than 25 workers and obtains and/or is provided workers to perform labor within its usual
14 course of business from a labor contractor.

15 9. On information and belief, at all times relevant to this action, Defendants
16 BROTHERS HARVESTING and CAMPO HARVESTING provided employees to Defendant
17 LEMONICA to perform work in Imperial County, California.

18 10. On information and belief, Defendants directed Plaintiffs to work on properties
19 owned by other business entities as well as properties owned and/or operated by Defendants.

20 11. Plaintiffs are unaware of the true names and capacities of the Defendants sued herein
21 under the fictitious names DOES 1 through 40, inclusive. Plaintiffs will seek leave to amend this
22 complaint to allege the true names and capacities of said DOES when ascertained. Plaintiffs are
23 informed and believe and thereon allege each of the DOE Defendants was responsible in some
24 manner for the occurrences and injuries alleged in this Complaint.

25 **JOINT EMPLOYER LIABILITY**

26 12. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the
27 complaint as if fully alleged herein.

28 13. Defendant BROTHERS HARVESTING and CAMPO HARVESTING operate as

1 farm labor contractors with respect to LEMONICA in that they employed workers to render
2 personal services—specifically, agricultural labor—in connection with the harvest of citrus fruit for
3 LEMONICA, supervised those workers, and paid those workers’ wages.

4 14. Defendant LEMONICA is a California limited liability company engaged in the
5 business of production and sales of citrus fruit.

6 15. Through its relationship with Defendant BROTHERS HARVESTING and CAMPO
7 HARVESTING, defendant LEMONICA engaged in the harvesting of the citrus fruit during the
8 relevant time period and had the power to control, either directly or indirectly, the work of Plaintiffs
9 and other aggrieved employees. The ranch’s supervisor “Jacinto” who on information and belief, is
10 a LEMONICA employee would check the citrus fruit temperature and would provide orders to
11 BROTHERS HARVESTING supervisors and instructed them when they could begin harvesting
12 the fruit. BROTHERS HARVESTING supervisors and/or foreman would then instruct the
13 Plaintiffs when they could begin harvesting the citrus fruit.

14 16. The work performed for Defendant LEMONICA by Plaintiffs and other aggrieved
15 employees, is an integral part of Defendant LEMONICA overall business operation of growing,
16 harvesting, and selling citrus fruit. On information and belief, the company is known to operate a
17 1200-acre citrus farming operation in and around Imperial County, specifically in and around
18 Calipatria, California. On information and belief, the work performed by Plaintiffs was within
19 Defendant LEMONICA usual course of business as it related to their operation of over 1200 acres
20 of citrus orchards in Imperial County, specifically in and around the area of Calipatria, California.

21 17. On information and belief, at all times relevant to Plaintiffs’ claims, LEMONICA
22 had a workforce of at least 25 workers.

23 18. Based on the arrangements made between Defendant BROTHERS HARVESTING,
24 Defendant CAMPO HARVESTING, and LEMONICA was Plaintiffs’ “client employer” as
25 described under California Labor Code § 2810.3 with respect to all hours worked in connection
26 with the harvest of citrus fruit that was performed for the benefit of LEMONICA.

VENUE

19. Venue is proper in Superior Court of Imperial County pursuant to Code of Civil Procedure §395 because that is the County in which Plaintiffs' injuries occurred.

FACTUAL ALLEGATIONS

20. Defendants BROTHERS HARVESTING, LEMONICA, and/or CAMPO HARVESTING hired Plaintiffs and, on information and belief, other aggrieved employees to harvest citrus fruits in California under varying contract periods from 2020 through the present.

21. BROTHERS HARVESTING and CAMPO HARVESTING provided Plaintiffs, and on information and belief other aggrieved employees, transportation to and from Arizona, where they resided, to the worksite near Calipatria in Imperial County, California. Plaintiffs I.B. PEREZ, F.L. SANCHEZ, and V. VILLANUEVA were hired as drivers by BROTHERS HARVESTING. They were instructed by BROTHERS HARVESTING to pick up Plaintiffs and other aggrieved employees at 7:00am at a designated location near San Luis, Arizona. Plaintiffs would travel approximately 1.5 hours to the worksite.

Waiting Time

22. Upon arriving to the agricultural fields, Defendants instructed Plaintiffs, and on information and belief, other aggrieved employees, to wait until the frost or liquid residue on the fruit's exterior was gone before beginning to harvest. Plaintiffs, and on information and belief other aggrieved employees, sat and waited on the dirt ground just outside the orchard fields for, on average, two hours each day before Defendants would instruct them to begin harvesting the fruit. Plaintiffs were not informed of a consistent start time to begin harvesting, because the time required for the fruit to dry varied every day.

23. The agricultural fields where the Plaintiffs worked are located in isolated areas, in and around Calipatria, California. Plaintiffs were unable to leave the fields because Plaintiffs had to wait for Defendants to instruct them when they could begin harvesting the fruit. Most Plaintiffs were transported by the employer's hired drivers and did not have their own vehicles at the worksite.

24. Plaintiffs and on information and belief, other aggrieved employees, were not paid for the time they were asked to wait each day before they could begin harvesting, thereby violating

1 the minimum wage requirements. In addition, on information and belief, Plaintiffs who were hired
2 to be drivers were not paid for the time they spent driving to and from the worksite, thereby failing
3 to pay the required overtime premium pay.

4 25. On information and belief, every Monday, the Defendants gave the Plaintiffs a
5 training presentation that included a review of information about pesticides, harassment, heat, and
6 snake bites. This presentation would last approximately 15 minutes and was given before Plaintiffs
7 started harvesting. On information and belief, Plaintiffs were not paid for this time.

8 **Overtime Violations**

9 26. Plaintiff I.B. PEREZ, F.L. SANCHEZ, V. VILLANUEVA, and on information and
10 belief, other aggrieved workers were hired by BROTHERS HARVESTING as drivers. Plaintiffs
11 who were hired to be drivers were instructed by the foreman to pick up the other BROTHERS
12 HARVESTING employees at a designated meeting point at 7:00 a.m. Plaintiff I.B. PEREZ, F.L.
13 SANCHEZ, and V. VILLANUEVA were not paid for the time spent driving other employees to
14 and from the worksite. The approximate combined travel time to and from the worksite was 3 hours.
15 Plaintiff I.B. PEREZ, F.L. SANCHEZ, and V. VILLANUEVA were often working over 40 hours
16 a week (in 2022 and 2023), or over 45 hours (in 2021), during certain work weeks, and they were
17 not compensated for overtime wages earned during the period(s) at issue.

18 27. Plaintiff M.C. AVILA, M.L. REYES, R.D MEDINA, A.P. SOLORZANO, and on
19 information and belief, other aggrieved workers occasionally worked over 40 or 45 hours in a work
20 week harvesting without being compensated for overtime wages earned during the period(s) at
21 issue.

22 **Contract Wage Violations**

23 28. During various seasons that Plaintiffs J.L. MARTINEZ, M.L. REYES, R.D.
24 MEDINA, A.P. SOLORZANO, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. CRUZ, P. DE
25 LA ROSA TOLEDO, P.E. SANCHEZ, R.F. OLIVARRIA, F. IRIARTE VALENZUELA, F.
26 LOPEZ IRIARTE, M.H. CASTILLO, A.M. GARCIA, J.A. MORALES, M.A.P. JUAREZ, M.J.
27 MEJIA, V. VILLANUEVA, G.V.L MARTIN and E.A. ALCANTAR ("Breach of Contract
28

1 Plaintiffs”) performed work for BROTHERS HARVESTING and LEMONICA, Defendants paid
2 Plaintiffs a lower rate per bin of citrus harvested than the rate they had orally promised Plaintiffs.

3 29. For example, Plaintiff J.L. MARTINEZ and Plaintiff M.L. REYES were orally
4 promised a higher rate per bin than what they were paid, when they were working in the lemon and
5 grapefruit harvest.

6 30. On information and belief, during the 2021-2022 harvest season Plaintiff J.L.
7 MARTINEZ was promised a rate of \$70 per bin of lemons for the whole season. However, Plaintiff
8 J.L. MARTINEZ was paid \$65.00 per bin. The rate then dropped on or about November 2021,
9 when Plaintiff J.L. MARTINEZ only received \$60 per bin. During the 2022-2023 season Plaintiff
10 J.L. MARTINEZ was orally promised by BROTHERS HARVESTING a rate of \$70 per bin of
11 lemons. However, from approximately September 2022 to November 2022; Plaintiff J.L.
12 MARTINEZ was paid a rate of \$67.04 per bin. In November 2022, the rate changed to \$60 per bin
13 of lemons; however, Plaintiff J.L. MARTINEZ was paid \$57.45 per bin. Since, Plaintiff J.L.
14 MARTINEZ thought he would be getting paid \$70 per bin for the whole season and the rate per bin
15 changed, Plaintiff J.L. MARTINEZ left his employment.

16 31. On information and belief, during the 2021-2022 citrus harvest season Plaintiff M.L.
17 REYES was promised a rate of \$65 per bin of lemons. However, on or about November 15, 2021,
18 the rate changed to \$60.00 per bin of lemons without notice to the Plaintiff. During the 2022-2023
19 citrus harvest season Plaintiff M.L. REYES was orally promised by BROTHERS HARVESTING
20 a rate of \$70 per bin of lemons. However, starting around September 2022, he was paid a rate of
21 \$67.04 per bin. The rate dropped again on or about November 2022 when Plaintiff M.L. REYES
22 was instead paid \$57.45 per bin of lemons. During the 2022-2023 harvest season Plaintiff M.L.
23 REYES also harvested grapefruit and was promised a rate of \$30 per bin; however, he was paid
24 \$26.81 per bin from approximately October 3, 2022, until November 2022.

25 32. All other Breach of Contract Plaintiffs were similarly orally promised a higher piece
26 rate than what they received. To date, Defendants have not paid these Plaintiffs all their owed wages
27 for the work they performed.
28

Unreimbursed Business Expenses

33. BROTHERS HARVESTING employed Plaintiffs V. VILLANUEVA, F.L. SANCHEZ, I.B. PEREZ, and on information and belief, other aggrieved workers to drive other employees to and from the Defendant's worksite.

34. Plaintiff V. VILLANUEVA incurred expenses as a direct result of the transportation duties he was asked to perform. Plaintiff V. VILLANUEVA incurred expenses maintaining the vehicle he used to drive other BROTHERS HARVESTING employees. In one instance, he incurred expenses to fix his vehicle's engine after his car stalled on the road. This expense was about \$1,000. He needed to fix his vehicle to ensure he could drive other BROTHERS HARVESTING employees to California and from California to Arizona as had been requested of him by the company. Plaintiff F.L. SANCHEZ also incurred expenses as a direct result of the transportation duties he was asked to perform by BROTHERS HARVESTING. In one instance, his vehicle suffered from a flat tire on the road while driving for BROTHERS HARVESTING. In all of these and other instances, Defendants did not reimburse V. VILLANUEVA, F.L. SANCHEZ, and on information and belief, other aggrieved workers for the necessary expenses incurred during their employment related to their transportation duties.

Late Production of Payroll And Personnel Records

35. On June 26, 2023, counsel for Plaintiffs M.C. AVILA, J.M ACUNA, F.L. SANCHEZ, M.L. REYES, R.D MEDINA, M.A.P JUAREZ, A.P. SOLORZANO, and V.VILLANUEVA, sent Defendant BROTHERS HARVESTING a request for payroll and personnel records pursuant to § 226(c) and § 1198.5. BROTHERS HARVESTING produced payroll and personnel records on July 28, 2023.

36. On June 26, 2023, counsel for Plaintiff I.B. PEREZ sent Defendant BROTHERS HARVESTING a request for payroll and personnel records pursuant to § 226(c) and § 1198.5. BROTHERS HARVESTING produced payroll records on July 28, 2023; however, to date BROTHERS HARVESTING has not produced personnel records.

37. For Plaintiff M.C. AVILA, Defendant BROTHERS HARVESTING not only produced late payroll records, but they did not include at least three years of wage statement records,

1 consistent with the record maintenance requirement under section 226(a).

2 38. On June 26, 2023, counsel for Plaintiff J.L. MARTINEZ sent Defendant
3 BROTHERS HARVESTING a request for payroll and personnel records pursuant to § 226(c) and
4 § 1198.5. Defendant BROTHERS HARVESTING produced payroll and personnel records on July
5 31, 2023.

6 39. On August 7, 2023, counsel for Plaintiffs A. CRUZ, P. DE LA ROSA TOLEDO,
7 and F. IRIARTE VALENZUELA sent Defendant BROTHERS HARVESTING a request for
8 payroll and personnel records pursuant to § 226(c) and § 1198.5. BROTHERS HARVESTING
9 produced payroll and personnel records on September 18, 2023.

10 40. On August 7, 2023, counsel for Plaintiff P.E. SANCHEZ and F.G. QUIROZ sent
11 Defendant BROTHERS HARVESTING a request for payroll and personnel records pursuant to §
12 226(c) and § 1198.5. BROTHERS HARVESTING produced payroll records on September 18,
13 2023; however, to date BROTHERS HARVESTING has not produced personnel records.

14 41. On August 7, 2023, counsel for Plaintiff R. F. OLIVARRIA sent Defendant
15 BROTHERS HARVESTING a request for payroll and personnel records pursuant to § 226(c) and
16 § 1198.5. BROTHERS HARVESTING produced payroll and personnel records on September 20,
17 2023.

18 42. On August 17, 2023, counsel for Plaintiff F. LOPEZ IRIARTE sent Defendant
19 BROTHERS HARVESTING a request for payroll and personnel records pursuant to § 226(c) and
20 § 1198.5. BROTHERS HARVESTING produced payroll and personnel records on September 18,
21 2023.

22 43. For Plaintiff F. LOPEZ IRIARTE, Defendant BROTHERS HARVESTING not only
23 produced late payroll records, but they did not include at least three years of wage statement records,
24 consistent with the record maintenance requirement under section 226(a).

25 44. On September 7, 2023, counsel for Plaintiff G.V.L MARTIN sent Defendant
26 BROTHERS HARVESTING a request for payroll and personnel records pursuant to § 226(c) and
27 § 1198.5. BROTHERS HARVESTING produced payroll and personnel records on December 11,
28 2023.

1 45. On October 31, 2023, counsel for Plaintiff M.H. CASTILLO sent Defendant
2 BROTHERS HARVESTING and CAMPO HARVESTING a request for payroll and personnel
3 records pursuant to § 226(c) and § 1198.5. BROTHERS HARVESTING and CAMPO
4 HARVESTING have not produced payroll and personnel records to date.

5 46. On November 1, 2023, counsel for Plaintiff A.M. GARCIA sent Defendant
6 BROTHERS HARVESTING and CAMPO HARVESTING a request for payroll and personnel
7 records pursuant to § 226(c) and § 1198.5. BROTHERS HARVESTING and CAMPO
8 HARVESTING have not produced payroll and personnel records to date.

9 47. On December 4, 2023, counsel for Plaintiff E.A. ALCANTAR and M.J. MEJIA sent
10 Defendant BROTHERS HARVESTING and CAMPO HARVESTING a request for payroll and
11 personnel records pursuant to § 226(c) and § 1198.5. BROTHERS HARVESTING and CAMPO
12 HARVESTING have not produced payroll and personnel records to date.

13
14 **FIRST CAUSE OF ACTION**
15 **FAILURE TO PAY MINIMUM WAGES**
16 **CALIFORNIA LABOR CODE §§ 1182.12, 1194, 1194.2, 1197 AND CALIFORNIA**
17 **INDUSTRIAL WELFARE COMMISSION WAGE ORDER NO. 14-2001**
18 **MINIMUM WAGE PLAINTIFFS AGAINST ALL DEFENDANTS**

19 48. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the
20 complaint as fully set forth herein and further allege that:

21 49. Plaintiffs M.L. REYES, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. CRUZ,
22 P.DE LA ROSA TOLEDO, P.E. SANCHEZ, R.F. OLIVARRIA, F.G. QUIROZ, F. IRIARTE
23 VALENZUELA, F. LOPEZ IRIARTE, G.V.L. MARTIN, J.L. MARTINEZ, M.H. CASTILLO,
24 M.A.P. JUAREZ, R.D. MEDINA, A.M. GARCIA, J.A. MORALES, V. VILLANUEVA, E.A.
25 ALCANTAR, M.J. MEJIA, and A.P. SOLORZANO (collectively, "Minimum Wage Plaintiffs")
26 bring this count against Defendants for their failure to pay minimum wage for all compensable
27 hours.

28 50. Between approximately 2020 through the present, Defendants instructed Minimum
Wage Plaintiffs, at the beginning of their shift, to wait for the citrus fruit to be dry, (i.e., no dew, no

1 moisture or liquid on the exterior), before beginning the daily harvest. Defendants had control over
2 the Minimum Wage Plaintiffs while they waited. The Minimum Wage Plaintiffs needed to be
3 physically present in the field to receive Defendants instructions on when to begin the daily harvest.
4 The wait time was on average 2 hours each day. Minimum Wage Plaintiffs, and on information and
5 belief, other aggrieved employees, were not paid for the time they were asked to wait each day,
6 thereby violating minimum wage requirements. On information and belief, every Monday, the
7 Defendants gave the Plaintiffs a training presentation that included a review of information about
8 pesticides, harassment, heat, and snake bites. This presentation would last approximately 15
9 minutes and was given before Plaintiffs started harvesting. On information and belief, Plaintiffs
10 were not paid for this time.

11 51. Defendants failed to pay Minimum Wage Plaintiffs and, on information and belief,
12 other aggrieved employees, the minimum wage for the wait time in violation of Labor Code
13 §§1182.12, 1197, California Industrial Welfare Commission Wage Order No. 14-2001 (hereinafter
14 Wage Order 14), and 8 Cal. Code Regulations (C.C.R.) § 11140.

15 52. As a direct and proximate result of Defendant's acts and/or omissions, Minimum
16 Wage Plaintiffs, and, on information and belief, other aggrieved workers, were deprived of
17 minimum wages due in amounts to be determined at trial.

18 53. Minimum Wage Plaintiffs are entitled to recovery and request the unpaid balance of
19 the full amount of such wages, interest thereon, attorneys' fees and the costs of suit.

20 54. Minimum Wage Plaintiffs are also entitled to recover liquidated damages in an
21 amount equal to the minimum wages unlawfully unpaid and interest thereon pursuant to Lab. Code
22 § 1194.2. The exact amount of liquidated damages owed will be determined at trial.

23
24 **SECOND CAUSE OF ACTION**
25 **FAILURE TO PAY CONTRACTUAL WAGES DUE**
26 **CALIFORNIA LABOR CODE § 1696**
27 **CONTRACTUAL WAGES PLAINTIFFS AGAINST ALL DEFENDANTS**

28 55. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the
complaint as fully set forth herein and further allege:

1 56. Plaintiffs M.L. REYES, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. CRUZ,
2 P. DE LA ROSA TOLEDO, P.E. SANCHEZ, R.F. OLIVARRIA, F.G. QUIROZ, F. IRIARTE
3 VALENZUELA, F. LOPEZ IRIARTE, G.V.L MARTIN, J.L. MARTINEZ, M.H. CASTILLO,
4 M.A.P. JUAREZ, R.D. MEDINA, A.M. GARCIA, J.A. MORALES, V. VILLANUEVA, E.A.
5 ALCANTAR, M.J. MEJIA and A.P. SOLORZANO (collectively, "Contractual Wages Plaintiffs")
6 bring this count against Defendants for their failure to pay contractual wages for all compensable
7 hours.

8 57. Contractual Wages Plaintiffs, and on information and belief other aggrieved
9 employees, were not paid what was contractually promised for all the hours worked. Specifically,
10 they were not paid for the hours spent waiting for work to begin.

11 58. Defendants breached the employment contract by failing to compensate Contractual
12 Wages Plaintiffs for all the compensable non-productive time.

13 59. Contractual Wages Plaintiffs have been deprived of contractual wages due and are
14 entitled to recover the amount due.

15 60. Contractual Wages Plaintiffs are entitled to and request restitution and damages
16 arising out of the Defendant's failure to pay contractual wages.

17 **THIRD CAUSE OF ACTION**
18 **BREACH OF CONTRACT**
19 **BREACH OF CONTRACT PLAINTIFFS AGAINST BROTHERS HARVESTING**
20 **AND LEMONICA**

21 61. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the
22 complaint as fully set forth herein and further allege:

23 62. Plaintiffs J.L. MARTINEZ, M.L. REYES, R.D. MEDINA, A.P. SOLORZANO,
24 F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. CRUZ, P. DE LA ROSA TOLEDO, P.E.
25 SANCHEZ, R.F. OLIVARRIA, F. IRIARTE VALENZUELA, F. LOPEZ IRIARTE, M.H.
26 CASTILLO, A.M. GARCIA, J.A. MORALES, M.A.P. JUAREZ, M.J. MEJIA, V.
27 VILLANUEVA, G.V.L. MARTIN and E.A. ALCANTAR (collectively "Breach of Contract
28

1 Plaintiffs”) assert this count against Defendants for breaching the employment contract between
2 them.

3 63. During the seasons Breach of Contract Plaintiffs performed work for BROTHERS
4 HARVESTING and LEMONICA, Defendants promised Breach of Contract Plaintiffs a higher rate
5 per bin; however, Defendants paid Breach of Contract Plaintiffs a lower rate per bin.

6 64. Breach of Contract Plaintiffs performed their contractual obligation by performing
7 agricultural work for BROTHERS HARVESTING and LEMONICA.

8 65. Defendants BROTHERS HARVESTING and LEMONICA breached the contract
9 by failing to compensate Breach of Contract Plaintiffs the promised rate per bin of harvested fruit.

10 66. Breach of Contract Plaintiffs are entitled to and requests restitution and damages
11 arising out of Defendants BROTHERS HARVESTING and LEMONICA breach of contract in
12 amounts to be determined at trial.

13
14 **FOURTH CAUSE OF ACTION**
15 **FAILURE TO PAY OVERTIME WAGES**
16 **CALIFORNIA LABOR CODE § 1194, CALIFORNIA INDUSTRIAL WELFARE**
17 **COMMISSION WAGE ORDER NO. 14-2001 AND NO. 9-2001**
18 **OVERTIME PLAINTIFFS AGAINST ALL DEFENDANTS**

19 67. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the
20 complaint as fully set forth herein and further allege that:

21 68. Plaintiffs I.B. PEREZ, M.C. AVILA, F.L. SANCHEZ, M.L. REYES, R.D.
22 MEDINA, A.P. SOLORZANO, and V. VILLANUEVA (collectively, “Overtime Plaintiffs”) assert
23 this count against Defendants for violation of California Labor Code § 1194.

24 69. Overtime Plaintiffs seek unpaid overtime premium wages against Defendants for all
25 uncompensated overtime hours worked.

26 70. In 2021, Defendants failed to pay Overtime Plaintiffs, and on information and belief,
27 other aggrieved employees, who worked for more than 8.5 hours in a workday and/or 45 hours in
28 a work week as required by Labor Code § 1194 and Wage Order 14, 8 C.C.R. § 11140(3).

71. In 2022, Defendants failed to pay Overtime Plaintiffs, and on information and belief

1 other aggrieved employees, who worked for more than 8 hours in a workday and/or 40 hours in a
2 work week as required by Labor Code § 1194 and Wage Order 14, 8 C.C.R. § 11140(3).

3 72. Defendants failed to pay Overtime Plaintiffs, and on information and belief, other
4 aggrieved employees, who worked more than 8 hours in any workday or more than 40 hours in any
5 workweek as required by Labor Code § 1194 and California Industrial Welfare Commission Wage
6 Order No. 09-2001 (hereinafter Wage Order 9), 8 Cal. Code Regulations (C.C.R.) § 11090.

7 73. Overtime Plaintiffs and on information and belief other aggrieved employees,
8 worked in excess of 8.5 hours in 2021 and 8 hours in 2022, including the compensable time spent
9 waiting for the citrus fruit to be ready, and travel time for Plaintiffs who were employed by
10 BROTHERS HARVESTING as drivers.

11 74. Due to Defendant's policies and practices, including the practice of excluding
12 compensable waiting time, Overtime Plaintiffs and on information and belief other aggrieved
13 employees, were not paid for each overtime hour worked.

14 75. As a direct and proximate result of the acts and/or omissions of Defendants,
15 Overtime Plaintiffs and on information and belief other aggrieved employees, have been deprived
16 of overtime wages due in amounts to be determined at trial.

17 76. Overtime Plaintiffs are entitled to and requests relief in the amount equal to unpaid
18 overtime hours (at the premium rate) as well as pre- and post-judgment interest, in addition to other
19 relief requested below.

20
21 **FIFTH CAUSE OF ACTION**
22 **FAILURE TO FURNISH ACCURATE WAGE STATEMENTS**
23 **CALIFORNIA LABOR CODE § 226**
ALL PLAINTIFFS AGAINST ALL DEFENDANTS

24 77. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the
25 complaint as fully set forth herein and further allege that:

26 78. Plaintiffs bring this count against Defendants for their failure to provide Plaintiffs
27 with accurate wage statements that correctly recorded the hours Plaintiffs worked.
28

82. Plaintiffs and on information and belief other aggrieved employees, are entitled to and request the applicable penalties in an amount to be determined at trial but not to exceed \$4,000 each and injunctive relief available pursuant to Cal. Labor Code § 226(h), in addition to other relief requested below.

85. Under California Labor Code §§ 201-203, an employer is required to promptly pay all compensation owing to an employee upon their separation from employment and the employer is liable for waiting time penalties in the form of a daily penalty up to a maximum of thirty (30) days.

1 86. Defendants willfully failed to timely pay compensation and wages owed, including
2 contract wages, minimum wages, and overtime wages, to Plaintiffs and on information and belief
3 other aggrieved employees, who separated from their employment with Defendants. As a result,
4 Defendants are liable to Plaintiffs and on information and belief other aggrieved employees, for
5 waiting time penalties, under Labor Code § 203.

6 87. Plaintiffs request thirty (30) days' penalties at the higher of their average hourly
7 piece rate earnings or the contractually mandated hourly wage under Labor Code § 203 for each
8 season in California in which Defendants failed to pay all wages due and owing upon termination
9 of employment.

10 **SEVENTH CAUSE OF ACTION**
11 **FAILURE TO PAY WAGES WHEN DUE**
12 **CALIFORNIA LABOR CODE § 205, 210**
13 **ALL PLAINTIFFS AGAINST ALL DEFENDANTS**

14 88. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the
15 complaint as fully set forth herein and further alleges that:

16 89. Plaintiffs assert this count against Defendants for their failure to pay Plaintiffs all
17 wages when due.

18 90. Under California Labor Code § 205, "wages of workers employed by a farm labor
19 contractor shall be paid on payroll periods at least once every week on a business day designated
20 in advance by the farm labor contractor."

21 91. Defendant BROTHERS HARVESTING and CAMPO HARVESTING are farm
22 labor contractors as defined by Labor Code § 205.

23 92. California Labor Code § 210 provides that an employer who fails to pay wages as
24 required by § 205 is subject to a civil penalty for each missed or untimely pay day. California Labor
25 Code § 210(a)(2) states that for any willful or intentional violation the penalty is two hundred
26 dollars (\$200), plus 25 percent of the amount unlawfully withheld. Section 210, subdivision (b)
27 allows an individual employee to recover these penalties as a statutory penalty.
28

93. Defendants willfully failed to timely pay compensation and wages owed, including minimum wages and overtime wages to Plaintiffs and on information and belief other aggrieved employees. As a result, Defendants are liable to Plaintiff and on information and belief other aggrieved employees for late payroll penalties, under Labor Code § 210.

94. Plaintiffs request \$200 penalties for each willful or intentional violation and 25 percent of the amount unlawfully withheld under Labor Code § 210 for each late payroll period.

EIGHTH CAUSE OF ACTION
FAILURE TO TIMELY PERMIT INSPECTION OF RECORDS
CALIFORNIA LABOR CODE § 226(f)
INSPECTION OF PAYROLL RECORDS PLAINTIFFS AGAINST DEFENDANTS

95. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the complaint as fully set forth herein and further alleges that:

96. Plaintiffs M.C. AVILA, J.M. ACUNA, I.B. PEREZ, F.L.SANCHEZ, M.L. REYES, J.L. MARTINEZ, R.D. MEDINA,, M.A.P. JUAREZ, A.P. SOLORZANO, V.VILLANUEVA, A.CRUZ, P. DE LA ROSA TOLEDO, P.E. SANCHEZ, R.F. OLIVARRIA, F.G. QUIROZ, F. IRIARTE VALENZUELA, F. LOPEZ IRIARTE, G.V.L. MARTIN, M.H. CASTILLO,, E.A. ALCANTAR, M.J. MEJIA and A.M. GARCIA (collectively, "Inspection of Records Plaintiffs") bring this count against Defendants for violation of Section 226.

97. Section 226(a) details the information employers must include on employee wage statements and further instructs, "a copy of the statement and the record of the deductions shall be kept on file by the employer for at least three years at the place of employment or at a central location within the State of California."

98. Under California Labor Code § 226(c), "[a]n employer who receives a written or oral request to inspect or copy records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request."

99. California Labor Code § 226(f) states, "[a] failure by an employer to permit a current or former employee to inspect or copy records within the time set forth in subdivision (c) entitles

1 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
2 (\$750) penalty from the employer.”

3 100. BROTHERS HARVESTING produced late payroll records for Plaintiffs J.M.
4 ACUNA, M.C. AVILA, I.B. PEREZ, F.L. SANCHEZ, M.L. REYES, R.D. MEDINA, M.A.P.
5 JUAREZ, A.P. SOLORZANO, V. VILLANUEVA, J.L. MARTINEZ, A. CRUZ, P. DE LA ROSA
6 TOLEDO, P.E. SANCHEZ, R.F. OLIVARRIA, F.G. QUIROZ, F.I. VALENZUELA, F. LOPEZ
7 IRIARTE and G.V.L MARTIN, as alleged herein.

8 101. To date, BROTHERS HARVESTING has not produced payroll records for
9 Plaintiffs M.H. CASTILLO, A.M. GARCIA, E.A. ALCANTAR, and M.J. MEJIA.

10 102. For Plaintiff M.C. AVILA and F. LOPEZ IRIARTE, Defendant BROTHERS
11 HARVESTING not only produced late payroll records, but they did not include at least three years
12 of wage statement records, consistent with the record maintenance requirement under section
13 226(a).

14 103. To date, CAMPO HARVESTING has not produced payroll records for Plaintiffs
15 J.L. MARTINEZ, M.H. CASTILLO, A.M. GARCIA, E.A. ALCANTAR, and M.J. MEJIA.

16 104. Pursuant to § 226(f), Inspection of Records Plaintiffs request the \$750 penalty for
17 Defendants’ violation of § 226(c), in addition to other relief requested below.

18 **NINTH CAUSE OF ACTION**
19 **FAILURE TO TIMELY PERMIT INSPECTION OF PERSONNEL RECORDS**
20 **CALIFORNIA LABOR CODE § 1198.5**
21 **INSPECTION OF PERSONNEL RECORDS PLAINTIFFS AGAINST**
22 **DEFENDANTS**

23 105. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the
24 complaint as fully set forth herein and further alleges:

25 106. Plaintiffs I.B. PEREZ, A. CRUZ, P. DE LA ROSA TOLEDO, R.F. OLIVARRIA,
26 F. IRIARTE VALENZUELA, P.E. SANCHEZ, F.G. QUIROZ, G.V.L. MARTIN, M.H.
27 CASTILLO, and A.M. GARCIA (collectively “Inspection of Personnel Records Plaintiffs”) bring
28 this count against Defendants for violation of California Labor Code § 1198.5.

107. Under Labor Code § 1198.5(a), “every current and former employee, or his or her representative, has the right to inspect and receive a copy of the personnel records that the employer maintains relating to the employee’s performance or to any grievance concerning the employee.”

108. Under California Labor Code § 1198.5(k), if an employer fails to permit a current or former employee to inspect or copy personnel records within 30 calendar days of receiving a written request, the employee may recover a penalty of \$750 from the employer.

109. BROTHERS HARVESTING produced late personnel records for Plaintiffs A. CRUZ, P. DE LA ROSA TOLEDO, R.F. OLIVARRIA, F. IRIARTE VALENZUELA, and G.V.L. MARTIN, as alleged herein.

110. To date, BROTHERS HARVESTING has not produced personnel records for Plaintiff I.B. PEREZ, P.E. SANCHEZ, F.G. QUIROZ, M.H. CASTILLO, and A.M. GARCIA.

111. To date, CAMPO HARVESTING has not produced personnel records for Plaintiff M.H. CASTILLO and A.M. GARCIA.

112. Pursuant to § 1198.5(k), Inspection of Personnel Records Plaintiffs request the \$750 penalty for Defendants’ violation of § 1198.5, in addition to other relief requested below.

TENTH CAUSE OF ACTION
FAILURE TO INDEMNIFY EMPLOYEE EXPENDITURES
CALIFORNIA LABOR CODE § 2802
FERNANDO LINARES SANCHEZ AND VICTOR VILLANUEVA AGAINST
BROTHERS HARVESTING, INC.

113. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the complaint as fully set forth herein and further alleges that:

114. Under Cal Labor Code § 2802(a), employers must indemnify their employees for all necessary costs incurred as direct consequence of employment.

115. Plaintiff F.L. SANCHEZ, V. VILLANUEVA, and on information and belief other aggrieved workers were employed by BROTHERS HARVESTING to drive other employees from Arizona to California and from California to Arizona.

116. Plaintiff F.L. SANCHEZ and V. VILLANUEVA drove their own vehicles and incurred expenses directly consequential to their employment.

1 117. Plaintiff V. VILLANUEVA was paid \$50 per day to use his van, \$30 per day to
2 drive himself and other workers, and he received reimbursement for gas. Due to the consistent
3 driving to and from work approximately five times per week, the vehicle would overheat. The
4 vehicle had engine issues due to the overheating.

5 118. Plaintiff V. VILLANUEVA had to get his vehicle's engine fixed for approximately
6 \$1000 to ensure he could drive other BROTHERS HARVESTING employees to California and
7 from California to Arizona. He was never reimbursed for this expense.

8 119. Plaintiff F.L. SANCHEZ also drove BROTHERS HARVESTING employees to and
9 from work.

10 120. One of Plaintiff F.L. SANCHEZ's tires popped while driving for BROTHERS
11 HARVESTING.

12 121. Plaintiff F.L. SANCHEZ and V. VILLANUEVA incurred costs to fix their vehicles
13 because of the driving they did for Defendant and were never reimbursed.

14 122. Defendant BROTHERS HARVESTING failed to reimburse Plaintiffs F.L.
15 SANCHEZ and V. VILLANUEVA in violation of California Labor Code § 2802, in addition to
16 other relief requested below.

17
18 **ELEVENTH CAUSE OF ACTION**
19 **UNLAWFUL AND/OR UNFAIR BUSINESS PRACTICES**
20 **CALIFORNIA BUS. & PROF. CODE §§ 17200-17208**
21 **ALL PLAINTIFFS AGAINST ALL DEFENDANTS**

22 123. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the
23 complaint as fully set forth herein and further allege:

24 124. Plaintiffs sue Defendants as individuals on their own behalf pursuant to Business
25 and Professions Code §§ 17200, *et seq.*

26 125. Defendants' conduct as alleged in this complaint has been and continues to be unfair,
27 unlawful, and harmful to Plaintiffs and those similarly situated. Plaintiffs seek to enforce important
28

rights affecting the public interest within the meaning of California Code of Civil Procedure § 1021.5.

126. Plaintiffs are “person[s]” within the meaning of Business and Professions Code § 17204 who have suffered injury in fact as a result of Defendants’ unfair competition, and therefore have standing to bring this claim for injunctive relief, restitution, and other appropriate equitable relief.

127. Business and Professions Code §§ 17200 *et seq.* prohibits unlawful, unfair, and fraudulent business practices. Through the conduct alleged in this complaint, Defendants have acted contrary to California public policy, have violated specific provisions of the California Labor Code, and has engaged in other unlawful and unfair business practices in violation of Business and Professions Code §§ 17200, *et seq.*, depriving Plaintiffs of rights, benefits, and privileges guaranteed under law.

128. Defendants have committed unfair and unlawful business practices within the meaning of Business and Professions Code §§ 17200 *et seq.* by engaging in conduct including, but not limited to:

- a. Failing to compensate employees for all contract wages;
- b. Failing to compensate employees for all their hours worked, in violation of Labor Code §§ 1182.12, 1194, 1197, and the applicable provision of Wage Order 14-2001 (8 Cal. Code of Regs. § 11140);
- c. Failing to pay overtime premium wages for work performed in excess of forty (40) hours per work week, eight (8) hours in a workday, contrary to the applicable provisions of Labor Code § 1198, Wage Order 14-2001 (8 Cal. Code of Regs. § 11140), and Wage Order 9-2001 (8 Cal. Code of Regs. § 11090).
- d. Failing to comply with the record keeping requirements of Labor Code § 1174(d) which requires employers to maintain “payroll records showing the hours worked daily by and the wages paid to, and the number of piece-rate units earned by and any applicable piece rate paid to, employees...”;

- e. Failing to provide accurate itemized wage statements as required by Labor Code § 226(a);
- f. Failing to pay workers all wages owed upon separation from employment in violation of Labor Code § 203;
- g. Failing to pay workers owed wages timely in violation of Labor Code § 210;
- h. Failing to timely permit inspection of records in violation of Labor Code §§ 226(f) and 1198.5;
- i. Failing to indemnify employee expenditures in violation of Labor Code § 2802.

129. As a direct result of the unfair, unlawful, and anti-competitive conduct alleged in this complaint, Defendants have acted contrary to law and contrary to public policy and have thus engaged in unlawful and unfair business practices in violation of Business and Professions Code §§ 17200 *et seq.* Defendants have engaged in such conduct for their own economic self-interest, to increase their profits, and to the detriment of business competitors whose conduct complies with California law and public policy.

130. Through their unfair business practices alleged herein, Defendants have received and retained and continue to receive and retain funds that rightfully belong to Plaintiffs and other workers and have produced further profits with those funds. As a result, Defendants have been unjustly enriched and have achieved an unfair competitive advantage over their legitimate business competitors at the expense of their employees and the public at large.

131. Plaintiffs are entitled to and seek all relief as may be necessary to restore to Plaintiffs all money and property which Defendants have acquired, or of which Plaintiffs have been deprived, by means of the Defendants' unfair and unlawful business practices, and to restore to Plaintiffs the ill-gotten gains obtained by Defendants through those practices.

132. Plaintiffs are informed and believe and thereon allege that during their employment with Defendants, Defendants' conduct injured Plaintiffs' interest resulting in economic loss to Plaintiffs.

133. Injunctive relief pursuant to Business and Professions Code § 17203 is necessary to prevent Defendants from continuing to engage in unfair business practices as alleged in this

1 complaint. Plaintiffs request a permanent injunction prohibiting further violations of the type
2 alleged herein.

3 134. Business and Professions Code § 17203 provides the Court may restore to an
4 aggrieved party any money or property acquired by means of unlawful and unfair business
5 practices. Plaintiffs seek restitution of all unpaid wages, as well as the declaratory and injunctive
6 relief described herein.

7 135. Plaintiffs request the Court issue an Order requiring Defendants to pay lawful wages
8 and expenses to prevent this anti-competitive behavior in the future, and pay restitution.

9
10 **TWELFTH CAUSE OF ACTION**
11 **PRIVATE ATTORNEYS GENERAL ACT**
CALIFORNIA LABOR CODE § 2699 ET. SEQ
PAGA PLAINTIFFS AGAINST ALL DEFENDANTS

12 136. Plaintiffs and re-allege and incorporate by reference each preceding paragraph of
13 the complaint as fully set forth herein and further alleges that:

14 137. Plaintiffs M.L. REYES, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. CRUZ,
15 P. DE LA ROSA TOLEDO, P.E.SANCHEZ, R.F. OLIVARRIA, F.G. QUIROZ, F. IRIARTE
16 VALENZUELA, F. LOPEZ IRIARTE, J.L. MARTINEZ, M.H. CASTILLO, M.A.P. JUAREZ,
17 R.D. MEDINA, A.M. GARCIA, E.A. ALCANTAR, M.J. MEJIA, and A.P. SOLORZANO
18 (collectively "PAGA Plaintiffs") bring this claim on behalf of themselves and all aggrieved
19 employees as well as the general public of the State of California against Defendants.

20 138. Pursuant to Cal. Labor Code § 2699(a), any provision of the Labor Code which
21 provides for a civil penalty to be assessed and collected by the Labor Workforce Development
22 Agency for violations of the Labor Code may, as an alternative, be recovered through a civil action
23 brought by an aggrieved employee on behalf of himself or herself and other current or former
24 employees pursuant to the procedures outlined in Labor Code § 2699.3. These civil penalties are
25 in addition to any other relief available under the Labor Code.

26 139. PAGA Plaintiffs allege Defendants violated the following provisions of the
27 California Labor Code and IWC Wage Orders which are actionable through the California Labor
28

1 Code and PAGA: Cal. Labor Code §§ 182.12, 201, 202, 205, 210, 218, 226, 226(f), 226(a), 432,
2 510, 1174, 1194, 1194.2, 1197, 1198.5, 1696, 2802 and IWC Wage Order 14-2001. Each of these
3 violations entitle Plaintiffs, as private attorneys general, to recover the applicable civil penalties on
4 their own behalf, on behalf of all aggrieved employees, and on behalf of the general public.

5 140. PAGA Plaintiffs were employed by Defendants BROTHERS HARVESTING,
6 INC., CAMPO HARVESTING CO, and LEMONICA LC/MAMMOTH, LLC and the alleged
7 violations were committed against them during their time of employment. PAGA Plaintiffs are,
8 therefore, aggrieved employees as defined by Labor Code § 2699(c). On information and belief,
9 other current and former employees are also aggrieved employees because one or more of the
10 alleged violations were committed against them during their time of employment with Defendant.

11 141. Pursuant to Cal. Labor Code § 2699(f), the civil penalty recoverable in a PAGA
12 action is that which is provided for by the Labor Code or, where no civil penalty is specifically
13 provided, \$100 for each aggrieved employee per pay period for the initial violation and \$200 for
14 each aggrieved employee per pay period for each subsequent violation.

15 142. Pursuant to California Labor Code § 2699(g), an aggrieved employee may recover
16 the civil penalty on behalf of himself or herself and other current or former employees against whom
17 one or more of the alleged violations was committed. Additionally, an aggrieved employee may
18 recover civil penalties for each aggrieved employee as provided by Cal. Labor Code § 558,
19 including but not limited to an amount sufficient to recover underpaid wages due each aggrieved
20 employee.

21 143. An aggrieved employee may also recover civil penalties for each aggrieved
22 employee as provided by Cal. Labor Code § 1197.1, including but not limited to, an amount
23 sufficient to recover underpaid wages, liquidated damages pursuant to Cal. Labor Code § 1194.2
24 and any applicable penalties imposed pursuant to Cal. Labor Code § 203.

25 144. Pursuant to Cal. Labor Code § 558 and § 1197.1, underpaid wages, liquidated
26 damages and applicable penalties under § 203 must be paid to each affected employee.

27 145. Plaintiffs seek the maximum civil penalties permitted by law for Defendant's
28 violations of the California Labor Code and IWC Wage Order 14-2001, including penalties under

1 Labor Code §§ 226.3, 256, 558, 1174.5, 1197.1, 2699(f), and 2810(g).

2 146. On October 20, 2023, Plaintiffs filed a PAGA notice to the Labor and Workforce
3 Development Agency (“LWDA”) via the LWDA’s online filing system and via certified mail to
4 Defendants regarding the specific provisions of the Labor Code alleged to have been violated by
5 the Defendant, including the facts and theories to support the alleged violations. As of the date of
6 the filing of this action, which is more than 65 days after notice to the LWDA and the Defendant,
7 the LWDA has not provided written notice that it intends to investigate Plaintiffs’ allegations.
8 Accordingly, Plaintiffs have satisfied the administrative prerequisites of Labor Code § 2699.3 to
9 bring an action to recover penalties against the Defendants.

10 147. Wherefore, Plaintiffs, and the other current and former employees, have been
11 harmed as set forth above and request relief as hereafter provided, including attorney’s fees pursuant
12 to Cal. Labor Code § 2699.

13 **PRAYER FOR RELIEF**

14 WHEREFORE, Plaintiffs pray for judgment as follows:

15 A. That the Court order an award for owed wages; in an amount to be proven at trial;

16 B. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
17 HARVESTING, and LEMONICA breached the employment contracts with Plaintiffs, and that all
18 Defendants are jointly and severally liable, and that Plaintiffs be awarded damages and restitution;

19 C. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
20 HARVESTING, and LEMONICA have violated the minimum wage provisions of Labor Code §§
21 1182.11-1182.12, 1194, 1197 and Wage Order 14, that all Defendants are jointly and severally
22 liable, and award an amount equal to unpaid minimum wages due, plus liquidated damages;

23 D. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
24 HARVESTING, and LEMONICA have violated overtime wage provisions of the Labor Code
25 including §§ 1198, 1194, Wage Order 14, Wage Order 9, that all Defendants are civilly liable, and
26 award an amount equal to unpaid overtime wages due;

27 E. That the Court find that Defendant BROTHERS HARVESTING, CAMPO
28 HARVESTING, and LEMONICA failed to timely provide for inspection or copying Plaintiffs’

1 wage statement records pursuant to Labor Code § 226(c) and award Plaintiffs a \$750 penalty each
2 pursuant to Labor Code § 226(f).

3 F. That the Court find that Defendant BROTHERS HARVESTING, CAMPO
4 HARVESTING, and LEMONICA failed to timely provide for inspection or copying Plaintiffs'
5 personnel records pursuant to Labor Code § 1198.5(k) and award Plaintiffs a \$750 penalty each
6 pursuant to Labor Code § 1198.5(k).

7 G. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
8 HARVESTING, and LEMONICA have violated Labor Code § 226(a) by knowingly and
9 intentionally failing to provide Plaintiffs with accurate itemized wage statements, that all
10 Defendants are jointly and severally liable, and award penalties due pursuant to Labor Code §
11 226(b);

12 H. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
13 HARVESTING, and LEMONICA have violated Labor Code §§ 201 and/or 202 for willful failure
14 to pay all compensation owed at the time of termination of employment to Plaintiffs, that all
15 Defendants are jointly and severally liable, and award waiting time penalties due pursuant to Labor
16 Code § 203;

17 I. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
18 HARVESTING, and LEMONICA have violated Labor Code §205 for failure to pay all wages when
19 due to Plaintiffs, that all Defendants are jointly and severally liable, and award penalties due
20 pursuant to Labor Code §210;

21 J. That the Court find that Defendant BROTHERS HARVESTING, CAMPO
22 HARVESTING, and LEMONICA failed to reimburse Plaintiffs is a violation of Labor Code §2802
23 and award Plaintiffs restitution in the amount of the expenses owed therein;

24 K. That the Court find that Defendants have violated Cal. Business and Professions Code §
25 17200 by failing to pay Plaintiffs minimum and overtime wages and waiting time penalties, and by
26 failing to furnish Plaintiffs with statements accurately showing total hours worked and failing to
27 maintain accurate payroll records.

28 L. That all Defendants be ordered and enjoined to cease their unlawful and/or unfair

1 activities as alleged herein and pay restitution to Plaintiffs due to Defendants' unlawful and/or
2 unfair activities, pursuant to Cal. Business and Professions Code §§ 17200-08;

3 M. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
4 HARVESTING, and LEMONICA have violated the PAGA, that all Defendants are jointly and
5 severally liable and award the civil penalties requested above on behalf of PAGA Plaintiffs as well
6 as other aggrieved employees as follows:

- 7 1. For violations of the provisions of the Wage Order 14 regarding working hours,
8 civil penalties for each aggrieved employee as provided by Cal. Labor Code §
9 558, including but not limited to an amount sufficient to recover underpaid
10 wages due each aggrieved employee;
- 11 2. For violations of the provisions of the Wage Order 14 regarding minimum
12 wages, civil penalties for each aggrieved employee as provided by Cal. Labor
13 Code § 1197.1, including but not limited to an amount sufficient to recover
14 underpaid wages and liquidated damages pursuant to Cal. Labor Code § 1194.2,
15 waiting time penalties pursuant to Labor Code § 203; and
- 16 3. For an entry of judgment against Defendant pursuant to Cal. Labor Code § 2699,
17 directing that the amount of underpaid wages awarded and recovered as penalties
18 pursuant to Cal. Labor Code § 558 and underpaid wages and liquidated damages
19 and waiting time penalties awarded under § 1197.1 be paid to each affected
20 employee in accordance with Labor Code §§ 558(3) and 1197.1, and the
21 penalties otherwise awarded be distributed as follows: 75% to the LWDA and
22 25% to the aggrieved Plaintiff and employees;

23 N. For an award of pre-judgment interest as authorized under the law;

24 O. For an award of post-judgment interest as authorized under the law;

25 P. That Plaintiffs be awarded reasonable attorney's fees and costs pursuant to Labor Code
26 §§ 203, 226, 1194, 2699 and/or other applicable law;

27 Q. Provide written proof to the Court of the nature and extent of Defendants' compliance
28 with all requirements of the Court's order within 60 days of effective date of the Court's order;

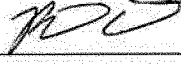
1 R. That the Court order Defendants hire a monitor to be supervised by the Court to ensure
2 compliance with the judgement entered in this case for a period of not less than 5 years; and

3 S. That the Court award such other and further relief as this Court may deem appropriate.

4 **DEMAND FOR JURY TRIAL**

5 Plaintiffs hereby demand a jury trial on all causes of action and claims with respect to
6 which they have a right to a jury trial.

7
8 Dated: CALIFORNIA RURAL LEGAL ASSISTANCE, INC.

9 
10 *Attorney for Plaintiffs*

11 Dated: COMMUNITY LEGAL SERVICES ARIZONA

12 /S/ Pamela Bridge

13 *Attorney for Plaintiffs*

DocuSigned by:



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