

Rosemary Bautista, SBN (277746)
Rocio Ortiz SBN (340268)
CALIFORNIA RURAL LEGAL ASSISTANCE, INC.
1460 Sixth Street
Coachella, CA 92236
Tel: (760) 398 7261
Fax: (760) 398 1050
rbautista@crla.org
rortiz@crla.org
Attorneys for Plaintiffs
(Additional counsel on subsequent page)

ELECTRONICALLY FILED
Superior Court of California,
County of Imperial
02/20/2024 at 06:09:25 PM
By: Angela Jantz, Deputy Clerk

**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, ANTONIO PENUNURI SOLORZANO, and
FRANCISCO MENDOZA CAMACHO on behalf of
themselves and other aggrieved employees,

Plaintiffs,

v.

BROTHERS HARVESTING, INC., LEMONICA
LC/MAMMOTH, LLC; CAMPO HARVESTING,
CO., RUBEN ORTIZ, JOSE R. CAMPAS, IGNACIO
MARCELO ORTIZ, MARIA C. ORTIZ and DOES
1-40

Defendants.

CASE NO.: ECU003306

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

DEMAND FOR JURY TRIAL

FIRST AMENDED COMPLAINT FOR DAMAGES, PENALTIES, AND INJUNCTIVE RELIEF

1 Josephine Weinberg, SBN (274950)
2 CALIFORNIA RURAL LEGAL ASSISTANCE, INC.
3 3 Williams Road
4 Salinas, CA 93950
5 Tel: (831) 757-5221
6 Fax: (831) 757-6212
7 jweinberg@crla.org

8 Pamela Bridge, SBN (185272)
9 COMMUNITY LEGAL SERVICES, ARIZONA
10 305 S. 2nd Ave
11 Phoenix, AZ 85003
12 Tel: (602) 258 -3434
13 Fax: (602) 258 -4628
14 pbridge@clsaz.org

15
16
17
18
19
20
21
22
23
24
25
26
27
28
Attorneys for Plaintiffs

Plaintiffs 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, ANTONIO PENUNURI SOLORZANO and FRANCISCO MENDOZA CAMACHO (collectively, "Plaintiffs"), on behalf of themselves and as "aggrieved employees" acting as private attorneys general on behalf of the State of California under the Private Attorneys General Act of 2004, Labor Code §§ 2699, *et seq.* ("PAGA"), allege the following on information and belief against Defendants BROTHERS HARVESTING, INC. ("BROTHERS HARVESTING"), LEMONICA LC/MAMMOTH, LLC ("LEMONICA"), CAMPO HARVESTING, CO. ("CAMPO HARVESTING"), RUBEN ORTIZ, JOSE R. CAMPAS, IGNACIO MARCELO ORTIZ, MARIA C.ORTIZ and DOES 1-40 ("Doe Defendants"):

NATURE OF THE CASE

1. Plaintiffs are former employees of BROTHERS HARVESTING, CAMPO HARVESTING, and/or LEMONICA. They bring this action to recover wages and penalties due to them based on Defendants' violations of their rights, and the rights of other aggrieved employees, under California law. BROTHERS HARVESTING, CAMPO HARVESTING, and/or LEMONICA employed Plaintiffs as seasonal agricultural laborers to harvest citrus fruit in Defendants' farm operations in Calipatria, California from approximately 2020 through the present. Defendants violated California law by failing to pay Plaintiffs and other aggrieved employees required minimum wages, premium overtime pay, contractual wages, failing to reimburse Plaintiffs for all necessary expenses, failing to furnish accurate wage statements, failing to pay waiting time

penalties, failing to pay wages when due, and failing to timely permit inspection of personnel and payroll records.

2. Plaintiffs seek unpaid wages, damages, statutory penalties, restitution, civil penalties under PAGA, an order requiring Defendants to pay lawful wages and compensate employees for all hours worked, and other injunctive relief, attorneys' fees, costs of suit and other appropriate and just relief against Defendants.

PARTIES

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

4. Defendant BROTHERS HARVESTING is a California Corporation with its address registered at 392 Barolo Circle, Greenfield, CA 93927. At all relevant times, BROTHERS HARVESTING was a "labor contractor" as defined by Cal. Lab. Code § 2810.3(a)(3), which

1 recruits and hires agricultural workers to perform labor for other business entities engaged in
2 agriculture.

3 5. Defendant CAMPO HARVESTING is a California Corporation with its address
4 registered at 392 Barolo Circle, Greenfield, CA 93927. At all relevant times, CAMPO
5 HARVESTING was a “labor contractor” as defined by Cal. Lab. Code § 2810.3(a)(3), which
6 recruits and hires agricultural workers to perform labor for other business entities engaged in
7 agriculture.

8 6. Defendant LEMONICA is a limited liability company with its principal offices
9 located at 74399 Highway 111, STE C Office #20 Palm Desert, CA 92260.

10 7. At all relevant times, LEMONICA was a “client employer” as defined in Cal. Labor
11 Code §2810.3(a)(1)(A), used Defendants BROTHERS HARVESTING and CAMPO
12 HARVESTING as labor contractors, and shares liability with these Defendants for all civil legal
13 responsibility and civil liability for the payment of wages due to Plaintiffs pursuant to Cal. Labor.
14 Code §2810.3(b).

15 8. LEMONICA is a business entity that employs more than 25 workers and obtains
16 and/or is provided workers to perform labor within its usual course of business from a labor
17 contractor.

18 9. At all relevant times, BROTHERS HARVESTING and CAMPO HARVESTING
19 provided employees, including Plaintiffs and other similarly aggrieved employees, to LEMONICA
20 to harvest fruit in Imperial County, California.

21 10. At all relevant times, Defendant RUBEN ORTIZ has been the Chief Executive
22 Officer, Chief Financial Officer, and Secretary of BROTHERS HARVESTING. On information
23 and belief, RUBEN ORTIZ manages BROTHERS HARVESTING’S finances and workforce and
24 oversaw and/or managed BROTHERS HARVESTING’S operations, including BROTHERS
25 HARVESTING’S unlawful wage and hour policies and practices described below. RUBEN
26 ORTIZ is an “officer” within the meaning of California Labor Code 558.1. RUBEN ORTIZ
27 violated and caused to be violated provisions regulating minimum wages and hours and days of
28 work in IWC Wage Orders 9 and 14, as described below. RUBEN ORTIZ also violated and caused

1 to be violated Labor Code §§ 203, 226, 860, 1193.6, 1194 and 2802, as described below.

2 11. At all relevant times, Defendant JOSE R. CAMPAS has been the Chief Executive
3 Officer, Chief Financial Officer, and Secretary of CAMPO HARVESTING. On information and
4 belief, JOSE R. CAMPAS manages CAMPO HARVESTING'S finances and workforce and
5 oversaw and/or managed CAMPO HARVESTING'S operations, including CAMPO
6 HARVESTING'S unlawful wage and hour policies and practices described below. JOSE R.
7 CAMPAS is an "officer" within the meaning of California Labor Code 558.1. JOSE R. CAMPAS
8 violated and caused to be violated provisions regulating minimum wages and hours and days of
9 work in IWC Wage Order 9 and 14, as described below. JOSE R. CAMPAS also violated and
10 caused to be violated Labor Code Sections §§ 203, 226, 1193.6, 1194 and 2802, as described below.

11 12. At all relevant times, Defendant IGNACIO MARCELO ORTIZ has been the Chief
12 Financial Officer of LEMONICA. On information and belief, IGNACIO MARCELO ORTIZ
13 manages LEMONICA'S finances and oversaw and/or managed harvesting operations on a regular
14 basis at the field locations herein described. IGNACIO MARCELO ORTIZ is an "officer" within
15 the meaning of California Labor Code 558.1. IGNACIO MARCELO ORTIZ violated and caused
16 to be violated provisions regulating minimum wages and hours and days of work in IWC Wage
17 Orders 9 and 14, as described below. IGNACIO MARCELO ORTIZ also violated and caused to
18 be violated Labor Code §§203, 226, 860, 1193.6, 1194 and 2802, as described below.

19 13. At all relevant times, Defendant MARIA C. ORTIZ has been an employee of
20 BROTHERS HARVESTING INC. MARIA C. ORTIZ is a "managing agent" within the meaning
21 of California Labor Code 558.1. She is listed as the agent for service of process on official
22 documents that BROTHERS HARVESTING filed with the California Secretary of State, and is
23 responsible for payroll. MARIA C. ORTIZ violated and cause to be violated provisions regulating
24 minimum wages and hours and days of work in IWC Wage Orders 9 and 14, as described below.
25 MARCIA C. ORTIZ also violated and caused to be violated Labor Code §§ 203, 226, 860, 1193.6,
26 1194 and 2802, as described below.

27 14. On information and belief, Defendants directed Plaintiffs to work on properties
28 owned by other business entities as well as properties owned and/or operated by Defendants.

1 15. Plaintiffs are unaware of the true names and capacities of the Defendants sued herein
2 under the fictitious names DOES 1 through 40, inclusive. Plaintiffs will seek leave to amend this
3 complaint to allege the true names and capacities of said DOES when ascertained. Plaintiffs are
4 informed and believe and thereon allege each of the DOE Defendants was responsible in some
5 manner for the occurrences and injuries alleged in this Complaint, and proximately caused Plaintiffs
6 and other aggrieved employees to be subject to the unlawful employment practices, wrongs,
7 injuries, and damages complained of herein.

8 **JOINT EMPLOYER LIABILITY**

9 16. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the
10 complaint as if fully alleged herein.

11 17. LEMONICA is a California limited liability company engaged in the business of
12 production and sales of citrus fruit. LEMONICA operates a 1200-acre citrus farming operation in
13 and around Imperial County, including in Calipatria, California.

14 18. LEMONICA contracts with BROTHERS HARVESTING and CAMPO
15 HARVESTING to operate as farm labor contractors who supply workers, including Plaintiffs and
16 other aggrieved employees, to harvest citrus fruit from the fields within LEMONICA'S farming
17 operation in or near Calipatria.

18 19. BROTHERS HARVESTING and CAMPO HARVESTING supervised Plaintiffs
19 and their coworkers, and paid those workers' wages.

20 20. LEMONICA had the power to control, either directly or indirectly, the work of
21 Plaintiffs and other aggrieved employees. The ranch's supervisor "Jacinto" who (on information
22 and belief) is a LEMONICA employee would check the citrus fruit temperature and would provide
23 orders to BROTHERS HARVESTING and CAMPO HARVESTING supervisors and instruct them
24 when they could begin harvesting the fruit. BROTHERS HARVESTING or CAMPO
25 HARVESTING supervisors and/or foreman would then instruct the Plaintiffs when they could
26 begin harvesting the citrus fruit.

27 21. The work performed for LEMONICA by Plaintiffs and other aggrieved employees,
28 is an integral part of LEMONICA'S overall business operation of growing, harvesting, and selling

1 citrus fruit. The citrus harvesting work performed by Plaintiffs was within LEMONICA'S usual
2 course of business as it related to their operation of these citrus orchards.

3 22. LEMONICA had a workforce of at least 25 workers at all times relevant to
4 Plaintiffs' claims.

5 23. LEMONICA was Plaintiffs' "client employer" as described under California Labor
6 Code § 2810.3 with respect to all hours worked in connection with the harvest of citrus fruit that
7 was performed for the benefit of LEMONICA.

8 24. Under California Labor Code Section 2810.3(d), "At least 30 days prior to filing a
9 civil action against a client employer for violations covered by this section, a worker or his or her
10 representative shall notify the client employer of violations under subdivision (b)." Plaintiffs
11 provided the requisite notice and informed LEMONICA at least 30 days before filing this action
12 about the failure of LEMONICA, BROTHERS HARVESTING, and CAMPO to pay Plaintiffs and
13 other aggrieved employees all of the wages they were owed in violation of the California Labor
14 Code and California Business & Professions Code § 17200. This notice was contained in the PAGA
15 notice to the Labor and Workforce Development Agency ("LWDA") that Plaintiffs filed via the
16 LWDA's online filing system and mailed via certified mail to LEMONICA on or about October
17 20, 2023.

18 VENUE

19 25. Venue is proper in Superior Court of Imperial County pursuant to Code of Civil
20 Procedure § 395 because that is the County in which Defendants employed Plaintiffs and committed
21 the labor violations described below.

22 FACTUAL ALLEGATIONS

23 26. Defendants BROTHERS HARVESTING, CAMPO HARVESTING, and/or
24 LEMONICA hired Plaintiffs and other aggrieved employees to harvest citrus fruits from
25 LEMONICA'S farming operations in or near Calipatria, California under varying contract periods
26 from 2020 through the present.

27 27. BROTHERS HARVESTING and CAMPO HARVESTING required Plaintiffs and
28 other aggrieved employees to meet at a designated location in Arizona, where they were provided

1 with transportation to the worksite near Calipatria in Imperial County. BROTHERS
2 HARVESTING hired Plaintiffs I.B. PEREZ, F.L. SANCHEZ, and V. VILLANUEVA to serve as
3 drivers. CAMPO HARVESTING hired Plaintiff F.L. SANCHEZ to serve as a driver. BROTHERS
4 HARVESTING and CAMPO HARVESTING instructed the drivers to pick up Plaintiffs and other
5 aggrieved employees at 7:00am from a designated location near San Luis, Arizona. Plaintiffs
6 traveled approximately 1.5 hours to the worksite.

7 **Uncompensated Work Time and Minimum Wage Violations**

8 28. Upon arriving at the agricultural fields, Defendants instructed Plaintiffs and other
9 aggrieved employees to wait until the frost or liquid residue on the fruit's exterior was gone before
10 beginning to harvest. If Plaintiffs picked the citrus too early, it would develop oil spotting, or
11 greenish brown areas on the fruit's peel as a result of essential oils spilling over into the sub-
12 epidermal tissues between the oil glands. This is a condition known as "oleocellosis" of citrus.
13 Because oil spotting makes citrus fruit less attractive, Defendants took significant measures to
14 ensure that Plaintiffs did not start picking fruit until it was entirely dry.

15 29. Defendants instructed Plaintiffs and other aggrieved employees to sit and wait on
16 the dirt ground just outside the orchard fields for an average of two hours each day before
17 Defendants permitted them to begin harvesting the fruit. Plaintiffs had to wait for a foreman to tell
18 them they could start picking. Defendants never told Plaintiffs in advance the time they would be
19 allowed to start picking the fruit because the time required for the fruit to dry varied every day. This
20 meant that Plaintiffs had no choice but to wait at the fields for the foremen to give the signal.

21 30. The agricultural fields where the Plaintiffs and aggrieved employees worked are
22 located in isolated areas in or near Calipatria. Plaintiffs and their coworkers were unable to leave
23 the fields because they had be ready to pick fruit immediately once Defendants told them they could
24 begin harvesting the fruit. Most Plaintiffs were transported by the employer's hired drivers and did
25 not have their own vehicles at the worksite.

26 31. Plaintiffs and other aggrieved employees were not paid for the time they were
27 required to wait each day before they could begin harvesting fruit, in violation of California's
28 minimum wage requirements. During this waiting time, they were subject to Defendants' control

1 and could not use the time productively for their own personal purposes.

2 32. On information and belief, Defendants regularly provided trainings to the Plaintiffs
3 and their coworkers that included a review of information about pesticides, harassment, heat safety,
4 and snake bites. This presentation lasted approximately 15 minutes and was given before Plaintiffs
5 started harvesting. Plaintiffs and other aggrieved employees were not paid for this time.

6 33. In addition, Plaintiffs I.B. PEREZ, F.L. SANCHEZ, V. VILLANUEVA and other
7 aggrieved workers were hired by BROTHERS HARVESTING as drivers. Plaintiff F.L.SANCHEZ
8 and other aggrieved workers were hired by CAMPO HARVESTING as a driver. The drivers were
9 instructed by BROTHERS HARVESTING and CAMPO HARVESTING foremen to pick up the
10 other employees at a designated meeting point in Arizona at 7:00 a.m. and drive them to
11 LEMONICA'S fields in Calipatria. They were then required to drive the employees back to
12 Arizona at the end of the day. Plaintiffs I.B. PEREZ, F.L. SANCHEZ, and V. VILLANUEVA
13 were paid a flat rate of \$30 for the time spent driving other employees to and from the worksite.
14 The approximate combined travel time to and from the worksite was three hours, which meant that
15 they experienced minimum wage violations on every day they drove (because the applicable
16 minimum wage has been more than \$10/hour at all relevant times).

17 **Overtime Violations**

18 34. Aside from minimum wage violations, Plaintiffs I.B. PEREZ, F.L. SANCHEZ, V.
19 VILLANUEVA and other aggrieved workers who worked as drivers for BROTHERS
20 HARVESTING and CAMPO HARVESTING also suffered overtime violations on every day they
21 drove employees to and from Arizona. The drivers also worked in the fields picking fruit. This
22 mean that Plaintiffs I.B. PEREZ, F.L. SANCHEZ, and V. VILLANUEVA often worked overtime
23 hours without being paid overtime premiums as required by the California Labor Code and IWC
24 Wage Order 14. Specifically, in 2021, they worked more than 8.5 hours in a day and/or more than
25 45 in a week without being paid overtime premiums. In 2022 and 2023, they worked more than 8
26 hours in a day and/or more than 40 hours a week without being paid overtime premiums.

1 35. Plaintiffs M.C. AVILA, M.L. REYES, R.D MEDINA, A.P. SOLORZANO and
2 other aggrieved workers who were not drivers also occasionally worked more than the applicable
3 daily or weekly limits without being paid the required overtime premiums.

4 **Contract Wage Violations**

5 36. During various seasons that Plaintiffs J.L. MARTINEZ, M.L. REYES, R.D.
6 MEDINA, A.P. SOLORZANO, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. CRUZ, P. DE
7 LA ROSA TOLEDO, P.E. SANCHEZ, R.F. OLIVARRIA, F. IRIARTE VALENZUELA, F.
8 LOPEZ IRIARTE, M.H. CASTILLO, A.M. GARCIA, J.A. MORALES, M.A.P. JUAREZ, M.J.
9 MEJIA, V. VILLANUEVA, G.V.L MARTIN, F.G. QUIROZ , E.A. ALCANTAR, and F.M.
10 CAMACHO (“Brothers Harvesting Breach of Contract Plaintiffs”) performed work for
11 BROTHERS HARVESTING and LEMONICA, Defendants paid Plaintiffs a lower rate per bin of
12 citrus harvested than the rate they had orally promised Plaintiffs.

13 37. During the 2023-2024 citrus harvest season, Plaintiffs M.J. MEJIA, F.L.
14 SANCHEZ, F. LOPEZ IRIARTE, P. DE LA ROSA TOLEDO, M.A.P. JUAREZ, M.H.
15 CASTILLO, E.A. ALCANTAR, A.M. GARCIA, and F.M. CAMACHO (“Campo Harvesting
16 Breach of Contract Plaintiffs”) were employed by CAMPO HARVESTING and LEMONICA.
17 Defendants paid Plaintiffs a lower rate per bin of citrus harvested than the rate they had orally
18 promised Plaintiffs. For example, Plaintiffs J.L. MARTINEZ, F.L. SANCHEZ, and M.L. REYES
19 were orally promised a higher rate per bin than what they were paid, when they were working in
20 the citrus harvest.

21 38. During the 2021-2022 harvest season Plaintiff J.L. MARTINEZ was promised a rate
22 of \$70 per bin of lemons for the whole season. However, Plaintiff J.L. MARTINEZ was paid \$65.00
23 per bin. The rate then dropped on or about November 2021, when Plaintiff J.L. MARTINEZ only
24 received \$60 per bin. During the 2022-2023 season Plaintiff J.L. MARTINEZ was orally promised
25 by BROTHERS HARVESTING a rate of \$70 per bin of lemons. However, from approximately
26 September 2022 to November 2022, Plaintiff J.L. MARTINEZ was paid a rate of \$67.04 per bin.
27 In November 2022, the rate changed to \$60 per bin of lemons; however, Plaintiff J.L MARTINEZ
28 was paid \$57.45 per bin. Because Plaintiff J.L. MARTINEZ thought he would be getting paid \$70

1 per bin for the whole season and the rate per bin changed, Plaintiff J.L. MARTINEZ left his
2 employment.

3 39. During the 2021-2022 citrus harvest season Plaintiff M.L. REYES was promised a
4 rate of \$65 per bin of lemons. However, on or about November 15, 2021, the rate changed to \$60.00
5 per bin of lemons without notice to Plaintiff. During the 2022-2023 citrus harvest season Plaintiff
6 M.L. REYES was orally promised by BROTHERS HARVESTING a rate of \$70 per bin of lemons.
7 However, starting around September 2022, he was paid a rate of \$67.04 per bin. The rate dropped
8 again on or about November 2022 when Plaintiff M.L. REYES was instead paid \$57.45 per bin of
9 lemons. During the 2022-2023 harvest season Plaintiff M.L. REYES also harvested grapefruit and
10 was promised a rate of \$30 per bin; however, he was paid \$26.81 per bin from approximately
11 October 3, 2022 to November 2022.

12 40. During the 2023-2024 citrus harvest season Plaintiff F. L. SANCHEZ was orally
13 promised a rate of \$40 per bin for mandarins while working for Defendants CAMPO
14 HARVESTING and LEMONICA. However, during the first week of picking mandarins, Plaintiff
15 F.L. SANCHEZ was only paid \$37.36 per bin of mandarins.

16 41. All other Breach of Contract Plaintiffs were similarly orally promised a higher piece
17 rate than what they received. To date, Defendants have not paid these Plaintiffs all their owed wages
18 for the work they performed.

19 **Unreimbursed Business Expenses**

20 42. BROTHERS HARVESTING employed Plaintiffs V. VILLANUEVA, F.L.
21 SANCHEZ and other aggrieved workers to drive other employees significant distances to and from
22 the Defendants' worksite.

23 43. Plaintiff V. VILLANUEVA incurred expenses as a direct result of the transportation
24 duties he was required to perform. Due to the consistent driving to and from work approximately
25 five times per week, the vehicle would overheat. The vehicle had engine issues due to the
26 overheating, and he was required to spend money to fix and maintain his car. In one instance, he
27 incurred expenses to fix his vehicle's engine after his car stalled on the road. This expense was
28 about \$1,000. He needed to fix his vehicle to ensure he could drive other BROTHERS

1 HARVESTING employees to California and from California to Arizona as had been requested of
2 him by the company.

3 44. Plaintiff F.L. SANCHEZ also incurred expenses as a direct result of the
4 transportation duties he was asked to perform by BROTHERS HARVESTING. In one instance, his
5 vehicle suffered from a flat tire on the road while driving for BROTHERS HARVESTING and he
6 had to spend money to get it repaired so he could continue to drive for BROTHERS
7 HARVESTING.

8 45. In all of these and other instances, Defendants did not reimburse V. VILLANUEVA,
9 F.L. SANCHEZ or other aggrieved workers for the necessary expenses incurred during their
10 employment related to their transportation duties. Although Defendants reimbursed Plaintiffs for
11 gas, they did not pay for insurance, maintenance, car repair, and for the wear and tear associated
12 with driving long distances for work.

13 **Failure to Permit Lawful Inspection of Payroll And Personnel Records**

14 46. On June 26, 2023, counsel for Plaintiffs M.C. AVILA, J.M ACUNA, F.L.
15 SANCHEZ, M.L. REYES, R.D MEDINA, M.A.P JUAREZ, A.P. SOLORZANO, and
16 V.VILLANUEVA, sent Defendant BROTHERS HARVESTING a request for payroll and
17 personnel records pursuant to Labor Code § 226(c) and § 1198.5. Although the § 226 records
18 should have been produced within 21 days and the § 1198.5 records should have been produced
19 within 30 days, BROTHERS HARVESTING produced payroll and personnel records on July 28,
20 2023, which is 32 days after the request was made.

21 47. On June 26, 2023, counsel for Plaintiff I.B. PEREZ sent Defendant BROTHERS
22 HARVESTING a request for payroll and personnel records pursuant to § 226(c) and § 1198.5.
23 BROTHERS HARVESTING produced payroll records on July 28, 2023; however, to date
24 BROTHERS HARVESTING has not produced personnel records in violation of Labor Code §
25 1198.5.

26 48. For Plaintiff M.C. AVILA, Defendant BROTHERS HARVESTING not only
27 produced late payroll records, but they did not include at least three years of wage statement records,
28 in violation of the record maintenance requirement set forth in § 226(a).

1 49. For Plaintiff J.M. ACUNA, Defendant BROTHERS HARVESTING not only
2 produced late payroll records, but they did not include at least three years of wage statement records,
3 in violation of the record maintenance requirements set forth in § 226(a)

4 50. On June 26, 2023, counsel for Plaintiff J.L. MARTINEZ sent Defendant
5 BROTHERS HARVESTING a request for payroll and personnel records pursuant to § 226(c) and
6 § 1198.5. Defendant BROTHERS HARVESTING produced payroll and personnel records on July
7 31, 2023, which is 35 days after the request was made.

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

12 52. On August 7, 2023, counsel for Plaintiff P.E. SANCHEZ and F.G. QUIROZ sent
13 Defendant BROTHERS HARVESTING a request for payroll and personnel records pursuant to §
14 226(c) and § 1198.5. BROTHERS HARVESTING produced payroll records on September 18,
15 2023, which is 42 days after the request was made. To date, BROTHERS HARVESTING has not
16 produced personnel records in violation of § 1198.5.

17 53. On August 7, 2023, counsel for Plaintiff R. F. OLIVARRIA sent Defendant
18 BROTHERS HARVESTING a request for payroll and personnel records pursuant to § 226(c) and
19 § 1198.5. BROTHERS HARVESTING produced payroll and personnel records on September 20,
20 2023, which is 44 days after the request was made.

21 54. On August 17, 2023, counsel for Plaintiff F. LOPEZ IRIARTE sent Defendant
22 BROTHERS HARVESTING a request for payroll and personnel records pursuant to § 226(c) and
23 § 1198.5. BROTHERS HARVESTING produced payroll and personnel records on September 18,
24 2023, which is 32 days after the request was made.

25 55. For Plaintiff F. LOPEZ IRIARTE, Defendant BROTHERS HARVESTING not only
26 produced late payroll records, but they did not include at least three years of wage statement records,
27 in violation of the record maintenance requirement set forth in § 226(a).

28 56. On September 7, 2023, counsel for Plaintiff G.V.L MARTIN sent Defendant

1 BROTHERS HARVESTING a request for payroll and personnel records pursuant to § 226(c) and
2 § 1198.5. BROTHERS HARVESTING produced payroll and personnel records on December 11,
3 2023, which is 116 days after the request was made.

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

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

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

16 60. All of the Plaintiffs described in the foregoing paragraphs also requested their
17 personnel and payroll records from LEMONICA, but LEMONICA refused to produce any records
18 for any of the Plaintiffs.

19 **FIRST CAUSE OF ACTION**

20 **FAILURE TO PAY MINIMUM WAGES**

21 **LABOR CODE §§ 1182.12, 1194, 1194.2, 1197, AND IWC WAGE ORDER NO. 14-2001,**
22 **NO. 9-2001**

23 **(BROTHERS HARVESTING MINIMUM WAGE PLAINTIFFS AGAINST BROTHERS**
24 **HARVESTING, LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, AND**
25 **MARIA C. ORTIZ; CAMPO HARVESTING MINIMUM WAGE PLAINTIFFS AGAINST**
26 **CAMPO HARVESTING, LEMONICA, IGNACIO MARCELO ORTIZ, AND JOSE R.**
27 **CAMPAS)**

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

62. California Labor Code §§ 1182.11 and 1197, and IWC Wage Orders 9 and 14, require Defendants to pay Plaintiffs at or above the state minimum wage for every hour Defendants suffer or permit them to work.

63. California Labor Code § 1198 makes employment of an employee under conditions the IWC prohibits unlawful. California Labor Code §§ 1194(a) and 1194.2(a) provide that an employer that has failed to pay its employees the legal minimum wage is liable to pay those employees the unpaid balance of the unpaid wages as well as liquidated damages in an amount equal to the wages unpaid and interest thereon.

64. Plaintiffs M.L. REYES, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. 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, J.L. MARTINEZ, M.H. CASTILLO, M.A.P. JUAREZ, R.D. MEDINA, A.M. GARCIA, J.A. MORALES, V. VILLANUEVA, E.A. ALCANTAR, M.J. MEJIA, A.P. SOLORZANO, and F.M. CAMACHO (collectively, “Brothers Harvesting Minimum Wage Plaintiffs”) bring this claim against BROTHERS HARVESTING and LEMONICA for their failure to pay minimum wage for all compensable hours. RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, and MARIA C. ORTIZ are personally liable for the minimum wage violations pursuant to Labor Code § 558.1 because they were owners, directors, officers, and/or managing agents of BROTHERS HARVESTING or LEMONICA who knew that Plaintiffs were required to wait before picking fruit with no compensation, and assisted LEMONICA and BROTHERS HARVESTING in devising and executing the unlawful pay practices and policies that deprived Plaintiffs of the wages they were owed.

65. Plaintiffs M.J. MEJIA, F.L. SANCHEZ, F. LOPEZ IRIARTE, P. DE LA ROSA TOLEDO, M.A.P. JUAREZ, M.H. CASTILLO, E.A. ALCANTAR, A.M. GARCIA, and F.M. CAMACHO (collectively “Campo Harvesting Minimum Wage Plaintiffs”) bring this claim against Defendants CAMPO HARVESTING and LEMONICA for their failure to pay minimum wage for all compensable hours during the 2023-2024 citrus harvest season. IGNACIO MARCELO ORTIZ and JOSE R. CAMPAS are personally liable for the minimum wage violations pursuant to Labor Code § 558.1 because they were owners, directors, officers, and/or managing agents of CAMPO

1 HARVESTING or LEMONICA who knew that Plaintiffs were required to wait before picking fruit
2 with no compensation, and assisted LEMONICA and CAMPO HARVESTING in devising and
3 executing the unlawful pay practices and policies that deprived Plaintiffs of the wages they were
4 owed.

5 66. Defendants have failed to pay Plaintiffs at or above the California minimum wage
6 for many hours they have worked, including but not limited to the time Defendants required
7 Plaintiffs to wait at the beginning of the shift before Defendants permitted them to pick fruit (an
8 average of two hours per day) and the time they spent in mandatory trainings, as described above.
9 Defendants also failed to pay Plaintiffs I.B. PEREZ, F.L. SANCHEZ, V. VILLANUEVA
10 ("Plaintiff Drivers") minimum wages for the time they spent driving workers to and from the
11 worksite.

12 67. Defendants failed to pay Brothers Harvesting Minimum Wage Plaintiffs, Campo
13 Harvesting Minimum Wage Plaintiffs, and the Plaintiff Drivers the minimum wage for all hours
14 worked in violation of Labor Code §§ 1182.12, 1197, IWC Wage Orders No. 9 and 14, and 8 Cal.
15 Code Regulations (C.C.R.) § 11140.

16 68. As a direct and proximate result of Defendants' acts and/or omissions, Brothers
17 Harvesting Minimum Wage Plaintiffs, Campo Harvesting Minimum Wage Plaintiffs and Plaintiff
18 Drivers were deprived of minimum wages due in amounts to be determined at trial.

19 69. Brothers Harvesting Minimum Wage Plaintiffs, Campo Harvesting Minimum Wage
20 Plaintiffs, and Plaintiff Drivers are entitled to recovery and request the unpaid balance of the full
21 amount of such wages, interest thereon, attorneys' fees and the costs of suit.

22 70. Brother Harvesting Minimum Wage Plaintiffs, Campo Harvesting Minimum Wage
23 Plaintiffs, and Plaintiff Drivers are also entitled to recover liquidated damages in an amount equal
24 to the minimum wages unlawfully unpaid and interest thereon pursuant to Lab. Code § 1194.2. The
25 exact amount of liquidated damages owed will be determined at trial.

26 //

27 //

28 //

SECOND CAUSE OF ACTION**FAILURE TO PAY CONTRACTUAL WAGES****(BROTHERS HARVESTING CONTRACTUAL WAGES PLAINTIFFS AGAINST BROTHERS HARVESTING AND LEMONICA; CAMPO HARVESTING CONTRACTUAL WAGE PLAINTIFFS AGAINST CAMPO HARVESTING AND LEMONICA)**

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

72. Plaintiffs M.L. REYES, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. 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, J.L. MARTINEZ, M.H. CASTILLO, M.A.P. JUAREZ, R.D. MEDINA, A.M. GARCIA, J.A. MORALES, V. VILLANUEVA, E.A. ALCANTAR, M.J. MEJIA, A.P. SOLORZANO, and F.M. CAMACHO (collectively, "Brothers Harvesting Contractual Wages Plaintiffs") bring this claim against Defendants BROTHERS HARVESTING AND LEMONICA for their failure to pay contractual wages for all compensable hours worked.

73. Plaintiffs M.J. MEJIA, F.L. SANCHEZ, F. LOPEZ IRIARTE, P. DE LA ROSA TOLEDO, M.A.P. JUAREZ, M.H. CASTILLO, E.A. ALCANTAR, A.M. GARCIA, and F.M. CAMACHO (Campo Harvesting Contractual Wages Plaintiffs) bring this claim against CAMPO HARVESTING and LEMONICA for their failure to pay contractual wages for all compensable hours worked.

74. As set forth above, Defendants verbally offered to pay Plaintiffs at certain rates for each bin of citrus fruits they picked. Plaintiffs accepted the offer, agreeing to pick fruit for Defendants at the stated rate. In many instances, however, Defendants breached the agreement and paid Plaintiffs at lower rates than promised. These breaches have deprived Plaintiffs of the wages they are owed.

75. Defendants also breached the employment contract by failing to compensate Plaintiffs for all the compensable non-productive time they worked, such as the time spent waiting

1 for the fruit to dry every morning, and the time spent in trainings and meetings.

2 76. Brothers Harvesting Contractual Wages Plaintiffs and Campo Harvesting
3 Contractual Wage Plaintiffs have been deprived of contractual wages due and are entitled to recover
4 the amounts due.

5 77. Brothers Harvesting Contractual Wages Plaintiffs and Campo Harvesting
6 Contractual Wage Plaintiffs are entitled to and request restitution and damages arising out of the
7 Defendant's failure to pay contractual wages.

8 78. Labor Code § 218.5 provides: "In any action brought for the nonpayment of wages
9 . . . the court shall award reasonable attorney's fees and costs to the prevailing party if any party to
10 the action requests attorney's fees and costs upon the initiation of the action." Plaintiffs request that
11 they be awarded reasonable attorneys' fees and costs for unpaid contractual wages pursuant to
12 Labor Code § 218.5.

13
14 **THIRD CAUSE OF ACTION**

15 **FAILURE TO PAY OVERTIME WAGES**

16 **LABOR CODE §§ 860, 1194, IWC WAGE ORDERS NO. 9 AND NO. 14**

17 **(BROTHERS HARVESTING OVERTIME PLAINTIFFS AGAINST BROTHERS**
18 **HARVESTING, LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, AND**
19 **MARIA C. ORTIZ; CAMPO HARVESTING OVERTIME PLAINTIFF AGAINST**
20 **CAMPO HARVESTING, LEMONICA, IGNACIO MARCELO ORTIZ, AND JOSE R.**
21 **CAMPAS)**

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

24 80. It is unlawful under California law for an employer to suffer or permit an agricultural
25 employee to work in excess of a certain number of hours per workday or workweek without paying
26 premium wages under California Labor Code § 860 and Wage Order 14 § 3. Specifically, as of
27 January 1, 2021, employers must pay overtime premiums to any employees who work more than
28 8.5 in a day and 45 in a week. As of January 1, 2022, employers must pay overtime premiums to
any employees who work more than 8 hours in a day and 45 in a week.

1 81. California Labor Code §1198 makes employment of an employee for longer hours
2 than the IWC sets or under conditions the IWC prohibits unlawful. California Labor Code §1194(a)
3 entitles an employee to recover in a civil action the unpaid balance of all overtime compensation
4 due but not paid.

5 82. Plaintiffs I.B. PEREZ, M.C. AVILA, F.L. SANCHEZ, M.L. REYES, R.D.
6 MEDINA, A.P. SOLORZANO, and V. VILLANUEVA (collectively, “Brothers Harvesting
7 Overtime Plaintiffs”) worked more than the maximum permitted hours per workday or workweek
8 for BROTHERS HARVESTING and LEMONICA without being paid the required overtime
9 premiums. RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, and MARIA C. ORTIZ are
10 personally liable for the overtime violations pursuant to Labor Code § 558.1 because they were
11 owners, directors, officers, and/or managing agents of BROTHERS HARVESTING or
12 LEMONICA who knew that Plaintiffs worked overtime hours without receiving premium pay, and
13 assisted LEMONICA and BROTHERS HARVESTING in devising and executing the unlawful pay
14 practices and policies that deprived Plaintiffs of the wages they were owed.

15 83. Plaintiff F.L.SANCHEZ (hereinafter, “Campo Harvesting Overtime Plaintiff”)
16 worked more than the maximum permitted hours per workday or workweek for CAMPO
17 HARVESTING and LEMONICA without being paid workday or workweek premiums. JOSE R.
18 CAMPAS and IGNACIO MARCELO ORTIZ are personally liable for the overtime violations
19 pursuant to Labor Code § 558.1 because they were owners, directors, officers, and/or managing
20 agents of CAMPO HARVESTING or LEMONICA who knew that Plaintiff worked overtime hours
21 without receiving premium pay, and assisted LEMONICA and CAMPO HARVESTING in
22 devising and executing the unlawful pay practices and policies that deprived Plaintiff of the wages
23 he was owed.

24 84. Brothers Harvesting Overtime Plaintiffs and Campo Harvesting Overtime Plaintiff
25 seek unpaid overtime premium wages against Defendants BROTHERS HARVESTING, CAMPO
26 HARVESTING and LEMONICA for all overtime hours worked.

27 85. In 2021, Defendants BROTHERS HARVESTING and LEMONICA failed to pay
28 Brothers Harvesting Overtime Plaintiffs who worked more than 8.5 hours in a workday and/or 45

1 hours in a workweek as required by Labor Code § 860 and Wage Order 14, 8 C.C.R. § 11140(3).

2 86. In 2022 and 2023, Defendants BROTHERS HARVESTING and LEMONICA
3 failed to pay Brothers Harvesting Overtime Plaintiffs who worked more than 8 hours in a workday
4 and/or 40 hours in a workweek as required by Labor Code § 860 and Wage Order 14, 8 C.C.R. §
5 11140(3).

6 87. In 2023, Defendant CAMPO HARVESTING and LEMONICA failed to pay Campo
7 Overtime Plaintiff who worked more than 8 hours in a workday and/or 40 hours in a workweek as
8 required by Labor Code § 860 and Wage Order 14, 8 C.C.R. § 11140(3).

9 88. Defendants BROTHERS HARVESTING, CAMPO HARVESTING and
10 LEMONICA failed to pay I.B. PEREZ, F.L. SANCHEZ, V. VILLANUEVA overtime premiums
11 when they worked as drivers in addition to fruit pickers on any given workday even though they
12 worked overtime hours on every day they drove and picked fruit.

13 89. Due to Defendant's policies and practices, including the practice of excluding
14 compensable waiting time, Overtime Plaintiffs were not paid for each overtime hour worked.

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

19 91. Overtime Plaintiffs are entitled to and request relief in the amount equal to unpaid
20 overtime premiums as well as pre- and post-judgment interest, in addition to other relief requested
21 below.

22
23 //

24 //

25 //

26 //

27 //

28 //

FOURTH CAUSE OF ACTION

FAILURE TO FURNISH ACCURATE WAGE STATEMENTS

LABOR CODE § 226

(BROTHERS HARVESTING WAGE STATEMENT PLAINTIFFS AGAINST BROTHERS HARVESTING, LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, and MARIA C. ORTIZ; CAMPO HARVESTING WAGE STATEMENT PLAINTIFFS AGAINST CAMPO HARVESTING, LEMONICA, IGNACIO MARCELO ORTIZ, AND JOSE R. CAMPAS)

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

93. Plaintiffs J.L. MARTINEZ, M.L. REYES, R.D. MEDINA, A.P. SOLORZANO, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. CRUZ, P. DE LA ROSA TOLEDO, P.E. SANCHEZ, R.F. OLIVARRIA, F. IRIARTE VALENZUELA, F. LOPEZ IRIARTE, M.H. CASTILLO, A.M. GARCIA, J.A. MORALES, M.A.P. JUAREZ, M.J. MEJIA, V. VILLANUEVA, G.V.L. MARTIN, F.G. QUIROZ, E.A. ALCANTAR, and F.M. CAMACHO (“Brothers Harvesting Wage Statement Plaintiffs”) bring this claim against BROTHERS HARVESTING and LEMONICA for their failure to provide Plaintiffs with accurate wage statements that correctly reflected the hours Plaintiffs worked and compensation they earned. RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, and MARIA C. ORTIZ are personally liable for the inaccurate wage statement violations pursuant to Labor Code § 558.1 because they were owners, directors, officers, and/or managing agents of BROTHERS HARVESTING or LEMONICA who assisted LEMONICA and BROTHERS HARVESTING in devising and executing the unlawful pay practices and policies that caused Plaintiffs to receive inaccurate wage statements, and who knew that Plaintiffs’ wage statements did not accurately reflect all of the hours they worked nor the pay they earned.

94. Plaintiffs M.J. MEJIA, F.L. SANCHEZ, F.L. IRIARTE, P. DE LA ROSA TOLEDO, M.A.P. JUAREZZ, M.H. CASTILLO, E.A. ALCANTAR, A.M. GARCIA, and F.M. CAMACHO (“Campo Harvesting Wage Statement Plaintiffs”) also bring this claim against

1 DEFENDANTS CAMPO HARVESTING and LEMONICA for their failure to provide Plaintiffs
2 with accurate wage statements that correctly reflected the hours Plaintiffs worked and compensation
3 they earned. IGNACIO MARCELO ORTIZ and JOSE R. CAMPAS are personally liable for the
4 inaccurate wage statement violations pursuant to Labor Code § 558.1 because they were owners,
5 directors, officers, and/or managing agents of CAMPO HARVESTING or LEMONICA who
6 assisted LEMONICA and CAMPO HARVESTING in devising and executing the unlawful pay
7 practices and policies that caused Plaintiffs to receive inaccurate wage statements, and who knew
8 that Plaintiffs' wage statements did not accurately reflect all of the hours they worked nor the pay
9 they earned.

10 95. Labor Code § 226(a) requires employers to provide itemized wage statements which
11 accurately show the total hours worked by the employee and the pay they earned in a given pay
12 period.

13 96. Labor Code § 226(e)(1) provides that if an employer knowingly and intentionally
14 fails to provide such an itemized statement, then the employee is entitled to recover the greater of
15 all actual damages or fifty dollars (\$50) for the initial violation and one hundred dollars (\$100) for
16 each subsequent violation, up to four thousand dollars (\$4,000).

17 97. BROTHERS HARVESTING, CAMPO HARVESTING, LEMONICA, RUBEN
18 ORTIZ, IGNACIO MARCELO ORTIZ, MARIA C. ORTIZ, and JOSE R. CAMPAS knowingly
19 and intentionally failed to furnish Brothers Harvesting Wage Statement and Campo Harvesting
20 Wage Statement Plaintiffs with accurate statements as required by Labor Code § 226(a) because
21 each wage statement failed to accurately report wages earned and all hours worked. Brothers
22 Harvesting Wage Statement Plaintiffs and Campo Harvesting Wage Statement Plaintiffs have
23 suffered injury as a result. Accordingly, Defendants are liable to Brothers Harvesting Wage
24 Statement Plaintiffs and/or Campo Harvesting Wage Statement Plaintiffs for the amounts provided
25 by Labor Code § 226(e).

26 98. Brothers Harvesting Wage Statement Plaintiffs and Campo Harvesting Wage
27 Statement Plaintiffs are entitled to and request the applicable penalties in an amount to be
28

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.

FIFTH CAUSE OF ACTION

WAITING TIME PENALTIES

CALIFORNIA LABOR CODE §§ 201-203

(ALL BROTHER HARVESTING PLAINTIFFS AGAINST BROTHERS HARVESTING, LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, AND MARIA C. ORTIZ; ALL CAMPO HARVESTING PLAINTIFFS AGAINST CAMPO HARVESTING, LEMONICA, IGNACIO MARCELO ORTIZ, AND JOSE R. CAMPAS)

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

100. California Labor Code §201 requires an employer who discharges an employee to pay all compensation due and owing to that employee immediately upon the employee's discharge from employment. California Labor Code §202 requires an employer promptly to pay all compensation due and owing to an employee within 72 hours after that employee's employment terminates, including by resignation. California Labor Code §203 provides that if an employer willfully fails to pay all compensation due promptly upon discharge or resignation, as required by §§201 and 202, the employer shall be liable for waiting time penalties in the form of continued compensation for up to 30 work days.

101. By failing to compensate Plaintiffs J.L. MARTINEZ, M.L. REYES, R.D. MEDINA, A.P. SOLORZANO, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. CRUZ, P. DE LA ROSA TOLEDO, P.E. SANCHEZ, R.F. OLIVARRIA, F. IRIARTE VALENZUELA, F. LOPEZ IRIARTE, M.H. CASTILLO, A.M. GARCIA, J.A. MORALES, M.A.P. JUAREZ, M.J. MEJIA, V. VILLANUEVA, G.V.L. MARTIN, F.G. QUIROZ, E.A. ALCANTAR, and F.M. CAMACHO ("Brothers Harvesting Plaintiffs") as required by California law, as set forth above, Defendants BROTHERS HARVESTING, LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, and

1 MARIA C. ORTIZ have willfully failed to make timely payment of the full wages due to its
2 employees who quit or have been discharged, thereby violating California Labor Code §§201-02.
3 RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, and MARIA C. ORTIZ are personally liable for
4 waiting time violations pursuant to Labor Code § 558.1 because they were owners, directors, and/or
5 managing agents of BROTHERS HARVESTING or LEMONICA who assisted LEMONICA and
6 BROTHERS HARVESTING in devising and executing the unlawful pay practices and policies that
7 deprived Plaintiffs from receiving all compensation due upon discharge or resignation.

8 102. By failing to compensate Plaintiffs M.J. MEJIA, F.L. SANCHEZ, F.L. IRIARTE,
9 P. DE LA ROSA TOLEDO, M.A.P. JUAREZ, M.H. CASTILLO, E.A. ALCANTAR, A.M.
10 GARCIA, and F.M. CAMACHO (“Campo Harvesting Separation Plaintiffs”) as required by
11 California law, as set forth above, Defendants CAMPO HARVESTING, LEMONICA, IGNACIO
12 MARCELO ORTIZ, and JOSE R. CAMPAS have willfully failed to make timely payment of the
13 full wages due to its employees who quit or have been discharged, thereby violating California
14 Labor Code §§201-02.IGNANCIO MARCELO ORTIZ and JOSE R. CAMPAS are personally
15 liable for waiting time violations pursuant to Labor Code § 558.1 because they were owners,
16 directors, and/or managing agents of CAMPO HARVESTING or LEMONICA who assisted
17 LEMONICA and CAMPO HARVESTING in devising and executing the unlawful pay practices
18 and policies that deprived Plaintiffs from receiving all compensation due upon discharge or
19 resignation.

20 103. Defendants’ willful failure to timely pay Brothers Harvesting Plaintiffs and Campo
21 Harvesting Plaintiffs their earned wages upon separation from employment results in a continued
22 payment of wages up to thirty (30) days from the time the wages were due.

23 104. Brothers Harvesting Plaintiffs and Campo Harvesting Plaintiffs request thirty (30)
24 days’ penalties at the higher of their average hourly piece rate earnings or the contractually
25 mandated hourly wage under Labor Code § 203 for each season in California in which Defendants
26 BROTHERS HARVESTING and LEMONICA and/or CAMPO HARVESTING and LEMONICA
27 failed to pay all wages due and owing upon termination of employment.
28

SIXTH CAUSE OF ACTION

FAILURE TO PAY WAGES WHEN DUE

CALIFORNIA LABOR CODE § 205, 210

**(BROTHERS HARVESTING FAILURE TO PAY DUE WAGES PLAINTIFFS
AGAINST BROTHERS HARVESTING AND LEMONICA; CAMPO
HARVESTING FAILURE TO PAY DUE WAGES PLAINTIFFS AGAINST
CAMPO HARVESTING AND LEMONICA)**

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

106. Plaintiffs J.L. MARTINEZ, M.L. REYES, R.D. MEDINA, A.P. SOLORZANO, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. CRUZ, P. DE LA ROSA TOLEDO, P.E. SANCHEZ, R.F. OLIVARRIA, F. IRIARTE VALENZUELA, F. LOPEZ IRIARTE, M.H. CASTILLO, A.M. GARCIA, J.A. MORALES, M.A.P. JUAREZ, M.J. MEJIA, V. VILLANUEVA, G.V.L. MARTIN, F.G. QUIROZ, E.A. ALCANTAR, and F.M. CAMACHO (collectively "Brothers Harvesting Failure to Pay Due Wages Plaintiffs") assert this count against Defendants BROTHERS HARVESTING AND LEMONICA for their failure to pay Plaintiffs all wages when due.

107. Plaintiffs M.J. MEJIA, F.L. SANCHEZ, F.L. IRIARTE, P. DE LA ROSA TOLEDO, M.A.P. JUAREZ, M.H. CASTILLO, E.A. ALCANTAR, A.M. GARCIA, and F.M. CAMACHO (collectively "Campo Harvesting Failure to Pay Due Wages Plaintiffs") also assert this count against Defendants CAMPO HARVESTING AND LEMONICA for their failure to pay Plaintiffs all wages when due.

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

109. Defendants BROTHERS HARVESTING and CAMPO HARVESTING are farm labor contractors as defined by Labor Code § 205.

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

111. Defendants BROTHERS HARVESTING and LEMONICA and/or CAMPO HARVESTING and LEMONICA willfully failed to timely pay compensation and wages owed, including minimum wages and overtime wages to Brothers Harvesting Failure to Pay Due Wages Plaintiffs, Campo and Harvesting Failure to Pay Due Wages Plaintiffs. As a result, Defendants are liable to Brothers Harvesting Failure to Pay Due Wages Plaintiffs and Campo Harvesting Failure to Pay Due Wages Plaintiffs for late payroll penalties under Labor Code § 210.

112. Brothers Harvesting Failure to Pay Due Wages Plaintiffs and Campo Harvesting Failure to Pay Due Wages Plaintiffs request \$200 penalties for each willful or intentional violation plus 25 percent of the amount unlawfully withheld under Labor Code § 210 for each late payroll period.

SEVENTH CAUSE OF ACTION

FAILURE TO TIMELY PERMIT INSPECTION OF RECORDS

CALIFORNIA LABOR CODE § 226(f)

(BROTHERS HARVESTING RECORD-INSPECTION PLAINTIFFS AGAINST BROTHERS HARVESTING AND LEMONICA; CAMPO HARVESTING RECORD-INSPECTION PLAINTIFFS AGAINST CAMPO HARVESTING AND LEMONICA)

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

114. 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.”

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

5 116. California Labor Code § 226(f) states, “[a] failure by an employer to permit a current
6 or former employee to inspect or copy records within the time set forth in subdivision (c) entitles
7 the current or former employee or the Labor Commissioner to recover a seven-hundred-fifty-dollar
8 (\$750) penalty from the employer.”

9 117. As alleged above, BROTHERS HARVESTING produced late payroll records for
10 Plaintiffs J.M. ACUNA, M.C. AVILA, I.B. PEREZ, F.L. SANCHEZ, M.L. REYES, R.D.
11 MEDINA, M.A.P. JUAREZ, A.P. SOLORZANO, V. VILLANUEVA, J.L. MARTINEZ, A.
12 CRUZ, P. DE LA ROSA TOLEDO, P.E. SANCHEZ, R.F. OLIVARRIA, F.G. QUIROZ, F.I.
13 VALENZUELA, F. LOPEZ IRIARTE and G.V.L MARTIN.

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

16 119. For Plaintiff M.C. AVILA, J.M ACUNA and F. LOPEZ IRIARTE, Defendant
17 BROTHERS HARVESTING not only produced late payroll records, but they did not include at
18 least three years of wage statement records, consistent with the record maintenance requirement
19 under section 226(a).

20 120. The Plaintiffs described in the three foregoing paragraphs (collectively, “Brothers
21 Harvesting Record-Inspection Plaintiffs”) allege this claim for failure to comply with the record-
22 inspection requirements of Labor Code § 226(c) against BROTHERS HARVESTING and
23 LEMONICA, which is liable as a joint employer, and which refused to produce any records for any
24 of the Plaintiffs.

25 121. To date, CAMPO HARVESTING has not produced payroll records for Plaintiffs,
26 M.H. CASTILLO, A.M. GARCIA, E.A. ALCANTAR, and M.J. MEJIA. These Plaintiffs
27 (collectively, “Campo Harvesting Record-Inspection Plaintiffs”) allege this claim for failure to
28 comply with the record-inspection requirements of Labor Code § 226(c) against CAMPO

1 HARVESTING and LEMONICA, which is liable as a joint employer, and which refused to produce
2 any records for any of the Plaintiffs.

3 122. Pursuant to § 226(f), both groups of Record-Inspection Plaintiffs request the \$750
4 penalty for Defendants' violation of § 226(c), in addition to other relief requested below.

5
6 **EIGHTH CAUSE OF ACTION**

7 **FAILURE TO TIMELY PERMIT INSPECTION OF PERSONNEL RECORDS**

8 **CALIFORNIA LABOR CODE § 1198.5**

9 **(INSPECTION OF PERSONNEL RECORDS PLAINTIFFS AGAINST**
10 **BROTHERS HARVESTING, CAMPO HARVESTING, AND LEMONICA)**

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

13 124. Under Labor Code § 1198.5(a), "every current and former employee, or his or her
14 representative, has the right to inspect and receive a copy of the personnel records that the employer
15 maintains relating to the employee's performance or to any grievance concerning the employee."

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

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

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

25 128. The Plaintiffs described in the two foregoing paragraphs (collectively, "Brothers
26 Harvesting Personnel-Record Plaintiffs") allege this claim for failure to comply with the record-
27 inspection requirements of Labor Code § 1198.5(a) against BROTHERS HARVESTING and
28

1 LEMONICA, which is liable as a joint employer, and which refused to produce any records for any
2 of the Plaintiffs.

3 129. To date, CAMPO HARVESTING has not produced personnel records for Plaintiff
4 M.H. CASTILLO, M.J. MEJIA and A.M. GARCIA. These Plaintiffs ("Campo Harvesting
5 Personnel-Record Plaintiffs) allege this claim for failure to comply with the record-inspection
6 requirements of Labor Code § 1198.5(a) against CAMPO HARVESTING and LEMONICA, which
7 is liable as a joint employer, and which refused to produce any records for any of the Plaintiffs.

8 130. Pursuant to § 1198.5(k), both groups of Personnel-Record Plaintiffs request the \$750
9 penalty for Defendants' violation of § 1198.5, in addition to other relief requested below.

10
11 **NINTH CAUSE OF ACTION**

12 **FAILURE TO INDEMNIFY EMPLOYEE EXPENDITURES**

13 **CALIFORNIA LABOR CODE § 2802**

14 **(FERNANDO LINARES SANCHEZ AND VICTOR VILLANUEVA AGAINST**
15 **BROTHERS HARVESTING, INC., LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO**
16 **ORTIZ, AND MARIA C. ORTIZ)**

17 131. Plaintiffs re-allege and incorporate by reference each preceding paragraph of the
18 complaint as fully set forth herein.

19 132. Labor Code §2802(a) provides: "An employer shall indemnify his or her employee
20 for all necessary expenditures or losses incurred by the employee in direct consequence of the
21 discharge of his or her duties. . . "

22 133. BROTHERS HARVESTING and LEMONICA maintained an unlawful practice of
23 failing to reimburse or otherwise indemnify Plaintiffs F.L. SANCHEZ and V. VILLANUEVA, who
24 used their own vehicles to drive other employees to and from Defendants' worksite. They incurred
25 necessary work expenses related to driving their own vehicles, but Defendants did not reimburse
26 them for all of the expenses they incurred.

134. RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, and MARIA C. ORTIZ are personally liable for the reimbursement violations pursuant to Labor Code § 558.1 because they were owners, directors, officers, and/or managing agents of BROTHERS HARVESTING or LEMONICA who knew that Plaintiffs were required to use their own vehicles to drive other employees to and from the worksite without being paid all vehicle-related costs they incurred, such as insurance, maintenance, and repair, and assisted LEMONICA and BROTHERS HARVESTING in devising and executing the unlawful practices and policies that deprived Plaintiffs of the reimbursements they were owed

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

TENTH CAUSE OF ACTION

UNLAWFUL AND/OR UNFAIR BUSINESS PRACTICES

CALIFORNIA BUS. & PROF. CODE §§ 17200, et seq.

**(BROTHERS HARVESTING UNLAWFUL BUSINESS PRACTICES PLAINTIFFS
AGAINST BROTHERS HARVESTING AND LEMONICA; CAMPO
HARVESTING UNLAWFUL BUSINESS PRACTICES PLAINTIFFS AGAINST
BROTHERS HARVESTING AND LEMONICA)**

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

137. Business and Professions Code §§ 17200 *et seq.* prohibits unlawful, unfair, and fraudulent business practices. Defendants BROTHERS HARVESTING, CAMPO HARVESTING, AND LEMONICA 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.

138. Plaintiffs J.L. MARTINEZ, M.L. REYES, R.D. MEDINA, A.P. SOLORZANO, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. CRUZ, P. DE LA ROSA TOLEDO, P.E. SANCHEZ, R.F. OLIVARRIA, F. IRIARTE VALENZUELA, F. LOPEZ IRIARTE, M.H. CASTILLO, A.M. GARCIA, J.A. MORALES, M.A.P. JUAREZ, M.J. MEJIA, V. VILLANUEVA, G.V.L. MARTIN, F.G. QUIROZ, E.A. ALCANTAR, and F.M. CAMACHO (“Brothers Harvesting Unlawful Business Practices Plaintiffs”) bring this claim under Business and Professions Code §§ 17200, *et seq.*, against Defendants BROTHERS HARVESTING and LEMONICA.

1 139. Plaintiffs M.J. MEJIA, F.L. SANCHEZ, F.L. IRIARTE, P. DE LA ROSA
2 TOLEDO, M.A.P. JUAREZ, M.H. CASTILLO, E.A. ALCANTAR, A.M. GARCIA, and F.M.
3 CAMACHO (“Campo Harvesting Unlawful Business Practices Plaintiffs”) bring this claim under
4 Business and Professions Code §§ 17200, *et seq.*, against Defendants CAMPO HARVESTING and
5 LEMONICA.

6 140. Defendants’ BROTHERS HARVESTING and LEMONICA and/or CAMPO
7 HARVESTING and LEMONICA conduct as alleged in this complaint has been and continues to
8 be unfair, unlawful, and harmful to Brothers Harvesting Unlawful Business Practices Plaintiffs,
9 Campo Harvesting Unlawful Business Practices Plaintiffs and those similarly situated. Brothers
10 Harvesting Unlawful Business Practices Plaintiffs and Campo Harvesting Unlawful Business
11 Practices Plaintiffs seek to enforce important rights affecting the public interest within the meaning
12 of California Code of Civil Procedure § 1021.5.

13 141. Brothers Harvesting Unlawful Business Practices Plaintiffs and Campo Harvesting
14 Unlawful Business Practices Plaintiffs are “person[s]” within the meaning of Business and
15 Professions Code § 17204 who have suffered injury in fact as a result of Defendants’ BROTHERS
16 HARVESTING and LEMONICA and/or CAMPO HARVESTING AND LEMONICA unfair
17 competition, and therefore have standing to bring this claim for injunctive relief, restitution, and
18 other appropriate equitable relief.

19 142. Through the conduct alleged in this complaint, Defendants BROTHERS
20 HARVESTING and LEMONICA and/or CAMPO HARVESTING and LEMONICA have acted
21 contrary to California public policy, have violated specific provisions of the California Labor Code,
22 and has engaged in other unlawful and unfair business practices in violation of Business and
23 Professions Code §§ 17200, *et seq.*, depriving Brothers Harvesting Unlawful Business Practices
24 Plaintiffs and Campo Harvesting Unlawful Business Practices Plaintiffs of rights, benefits, and
25 privileges guaranteed under law.

26 143. As a direct result of the unfair, unlawful, and anti-competitive conduct alleged in
27 this complaint, Defendants BROTHERS HARVESTING and LEMONICA and/or CAMPO
28 HARVESTING and LEMONICA have acted contrary to law and contrary to public policy and have

1 thus engaged in unlawful and unfair business practices in violation of Business and Professions
2 Code §§ 17200 *et seq.* Defendants BROTHERS HARVESTING and LEMONICA and/or CAMPO
3 HARVESTING and LEMONICA have engaged in such conduct for their own economic self-
4 interest, to increase their profits, and to the detriment of business competitors whose conduct
5 complies with California law and public policy.

6 144. Through their unfair business practices alleged herein, Defendants BROTHERS
7 HARVESTING and LEMONICA and/or CAMPO HARVESTING and LEMONICA have received
8 and retained and continue to receive and retain funds that rightfully belong to Brothers Harvesting
9 Unlawful Business Practices Plaintiffs and/or Campo Harvesting Unlawful Business Practices
10 Plaintiffs and other workers and have produced further profits with those funds. As a result,
11 Defendants BROTHERS HARVESTING and LEMONICA and/or CAMPO HARVESTING and
12 LEMONICA have been unjustly enriched and have achieved an unfair competitive advantage over
13 their legitimate business competitors at the expense of their employees and the public at large.

14 145. Brothers Harvesting Unlawful Business Practices Plaintiffs and Campo Harvesting
15 Unlawful Business Practices Plaintiffs are entitled to and seek all relief as may be necessary to
16 restore to Brothers Harvesting Unlawful Business Practices Plaintiffs and Campo Harvesting
17 Unlawful Business Practices Plaintiffs all money and property which Defendants BROTHERS
18 HARVESTING and LEMONICA and/or CAMPO HARVESTING and LEMONICA have
19 acquired, or of which Brothers Harvesting Unlawful Business Practices Plaintiffs and Campo
20 Harvesting Unlawful Business Practices Plaintiffs have been deprived, by means of the
21 Defendants' BROTHERS HARVESTING and/or LEMONICA and CAMPO HARVESTING
22 and/or LEMONICA unfair and unlawful business practices, and to restore to Brothers Harvesting
23 Unlawful Business Practices Plaintiffs and Campo Harvesting Unlawful Business Practices
24 Plaintiffs the ill-gotten gains obtained by Defendants BROTHERS HARVESTING and
25 LEMONICA and/or CAMPO HARVESTING and LEMONICA through those practices.

26 146. Brothers Harvesting Unlawful Business Practices Plaintiffs and Campo Harvesting
27 Unlawful Business Practices Plaintiffs are informed and believe and thereon allege that during their
28 employment with Defendants, Defendants' conduct injured Plaintiffs' interest resulting in

1 economic loss to Plaintiffs.

2 147. Injunctive relief pursuant to Business and Professions Code § 17203 is necessary to
3 prevent Defendants BROTHERS HARVESTING AND LEMONICA and/or CAMPO
4 HARVESTING AND LEMONICA from continuing to engage in unfair business practices as
5 alleged in this complaint. Brothers Harvesting Unlawful Business Practices Plaintiffs and Campo
6 Harvesting Unlawful Business Practices Plaintiffs request a permanent injunction prohibiting
7 further violations of the type alleged herein.

8 148. Business and Professions Code § 17203 provides the Court may restore to an
9 aggrieved party any money or property acquired by means of unlawful and unfair business
10 practices. Brothers Harvesting Unlawful Business Practices Plaintiffs and Campo Harvesting
11 Unlawful Business Practices Plaintiffs seek restitution of all unpaid wages, as well as the
12 declaratory and injunctive relief described herein.

13 149. Brothers Harvesting Unlawful Business Practices Plaintiffs and Campo Harvesting
14 Unlawful Business Practices Plaintiffs request the Court issue an Order requiring Defendants
15 BROTHERS HARVESTING and LEMONICA and/or CAMPO HARVESTING and LEMONICA
16 to pay lawful wages and expenses to prevent this anti-competitive behavior in the future, and pay
17 restitution.

18
19 **ELEVENTH CAUSE OF ACTION**

20 **PRIVATE ATTORNEYS GENERAL ACT**

21 **CALIFORNIA LABOR CODE §§ 2699, *ET. SEQ***

22 **(BROTHER HARVESTING PAGA PLAINTIFFS AGAINST BROTHERS**
23 **HARVESTING, LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, AND**
24 **MARIA C. ORTIZ; CAMPO HARVESTING PAGA PLAINTIFFS AGAINST CAMPO**
HARVESTING, LEMONICA, IGNACIO MARCELO ORTIZ, AND JOSE R. CAMPAS)

25 150. Plaintiffs and re-allege and incorporate by reference each preceding paragraph of
26 the complaint as fully set forth herein.

27 151. Plaintiffs M.L. REYES, F.L. SANCHEZ, M.C. AVILA, I.B. PEREZ, A.M. CRUZ,
28

1 P. DE LA ROSA TOLEDO, P.E.SANCHEZ, R.F. OLIVARRIA, F.G. QUIROZ, F. IRIARTE
 2 VALENZUELA, F. LOPEZ IRIARTE, J.L. MARTINEZ, M.H. CASTILLO, M.A.P. JUAREZ,
 3 R.D. MEDINA, A.M. GARCIA, E.A. ALCANTAR, M.J. MEJIA, A.P. SOLORZANO, and F.M.
 4 CAMACHO (collectively “ Brothers Harvesting PAGA Plaintiffs”) bring this claim on behalf of
 5 themselves and all aggrieved employees as well as the general public of the State of California
 6 against Defendants BROTHERS HARVESTING AND LEMONICA.

7 152. Plaintiffs M.J. MEJIA, F.L. SANCHEZ, F.LOPEZ IRIARTE, P. DE LA ROSA
 8 TOLEDO, M.A.P. JUAREZ, M.H. CASTILLO, E.A. ALCANTAR, A.M. GARCIA, and F.M.
 9 CAMACHO (collectively “Campo Harvesting PAGA Plaintiffs”) assert this claim against
 10 Defendants CAMPO HARVESTING AND LEMONICA on behalf of themselves and all aggrieved
 11 employees as well as the general public of the State of California..

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

18 154. Brothers Harvesting PAGA Plaintiffs and Campo Harvesting PAGA Plaintiffs
 19 allege Defendants BROTHERS HARVESTING and LEMONICA and/or CAMPO HARVESTING
 20 and LEMONICA violated the following provisions of the California Labor Code and IWC Wage
 21 Orders which are actionable through the California Labor Code and PAGA: Cal. Labor Code §§
 22 182.12, 201, 202, 203, 218, 223, 226, 226(f), 226(a), 432, 510, 1174, 1194, 1194.2, 1197, 1198.5,
 23 1696, 2802 and IWC Wage Order 14-2001. Each of these violations entitle Brother Harvesting
 24 PAGA Plaintiffs and Campo Harvesting PAGA Plaintiffs, as private attorneys general, to recover
 25 the applicable civil penalties on their own behalf, on behalf of all aggrieved employees, and on
 26 behalf of the general public.

27 155. Brothers Harvesting PAGA Plaintiffs were employed by Defendants BROTHERS
 28 HARVESTING, and LEMONICA and the alleged violations were committed against them during

1 their time of employment. Additionally, Campo Harvesting PAGA Plaintiffs were employed by
2 Defendants CAMPO HARVESTING, CO., and LEMONICA and the alleged violations were
3 committed against them during their time of employment. Brothers Harvesting PAGA Plaintiffs
4 and Campo Harvesting PAGA Plaintiffs are, therefore, aggrieved employees as defined by Labor
5 Code § 2699(c). On information and belief, other current and former employees are also aggrieved
6 employees because one or more of the alleged violations were committed against them during their
7 time of employment with Defendants BROTHERS HARVESTING and LEMONICA and/or
8 CAMPO HARVESTING and LEMONICA.

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

13 157. Pursuant to California Labor Code § 2699(g), an aggrieved employee may recover
14 the civil penalty on behalf of himself or herself and other current or former employees against whom
15 one or more of the alleged violations was committed. Additionally, an aggrieved employee may
16 recover civil penalties for each aggrieved employee as provided by Cal. Labor Code § 558.

17 158. An aggrieved employee may also recover civil penalties for each aggrieved
18 employee as provided by Cal. Labor Code § 1197.1, including but not limited to, an amount
19 sufficient to recover underpaid wages, liquidated damages pursuant to Cal. Labor Code § 1194.2
20 and any applicable penalties imposed pursuant to Cal. Labor Code § 203.

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

23 160. Brother Harvesting PAGA Plaintiffs and Campo Harvesting PAGA Plaintiffs seek
24 the maximum civil penalties permitted by law for Defendant BROTHERS HARVESTING and
25 LEMONICA's and/or CAMPO HARVESTING and LEMONICA's violations of the California
26 Labor Code and Wage Orders 9 and 14, including penalties under Labor Code §§ 226.3, 256, 558,
27 1174.5, 1197.1, 2699(f), and 2810(g).

28 161. On October 20, 2023, Plaintiffs filed a PAGA notice to the Labor and Workforce

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

8 162. Wherefore, Brothers Harvesting PAGA Plaintiffs and Campo Harvesting PAGA
9 Plaintiffs, and the other current and former aggrieved employees, have been harmed as set forth
10 above and request relief as hereafter provided, including attorneys’ fees pursuant to Cal. Labor
11 Code § 2699.

12 163. Labor Code § 558(a), which is enforceable through PAGA, provides that “[a]ny
13 employer or other person acting on behalf of an employer who violates, or causes to be violated, a
14 section of this chapter or any provision regulating hours and days of work in any order of the
15 Industrial Welfare Commission shall be subject to a civil penalty,” including any amounts
16 “sufficient to recover underpaid wages.”

17 164. Defendants RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, MARIA C. ORTIZ,
18 and JOSE R. CAMPAS were “persons” acting on behalf of an employer who violated, or caused to
19 be violated, multiple provisions of the Labor Code with respect to Plaintiffs and other similarly-
20 aggrieved employees. Accordingly, these Defendants may be held individually liable for civil
21 penalties under PAGA.

22 **PRAYER FOR RELIEF**

23 WHEREFORE, Plaintiffs pray for judgment as follows:

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

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

28 C. That the Court find that Defendants BROTHERS HARVESTING, CAMPO

1 HARVESTING, LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, MARIA C.
2 ORTIZ, and JOSE R. CAMPAS have violated the minimum wage provisions of Labor Code §§
3 1182.11-1182.12, 1194, 1197, and Wage Orders 9 and 14, that all Defendants are jointly and
4 severally liable, and award an amount equal to unpaid minimum wages due, plus liquidated
5 damages;

6 D. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
7 HARVESTING, LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, MARIA C.
8 ORTIZ, and JOSE R. CAMPAS have violated overtime wage provisions of the Labor Code
9 including §§ 1198, 1194, and Wage Orders 9 and 14, and that all Defendants are jointly and
10 severally liable, and award an amount equal to unpaid overtime wages due;

11 E. That the Court find that Defendant BROTHERS HARVESTING, CAMPO
12 HARVESTING, and LEMONICA failed to timely provide for inspection or copying Plaintiffs'
13 wage statement records pursuant to Labor Code § 226(c) and award Plaintiffs a \$750 penalty each
14 pursuant to Labor Code § 226(f);

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

19 G. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
20 HARVESTING, LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, MARIA C.
21 ORTIZ, and JOSE R. CAMPAS have violated Labor Code § 226(a) by knowingly and intentionally
22 failing to provide Plaintiffs with accurate itemized wage statements, that all Defendants are jointly
23 and severally liable, and award penalties due pursuant to Labor Code § 226(e);

24 H. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
25 HARVESTING, LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, MARIA C.
26 ORTIZ, and JOSE R. CAMPAS have violated Labor Code §§ 201 and/or 202 for willful failure to
27 pay all compensation owed at the time of termination of employment to Plaintiffs, that all
28 Defendants are jointly and severally liable, and award waiting time penalties due pursuant to Labor

1 Code § 203;

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

6 J. That the Court find that Defendants BROTHERS HARVESTING, LEMONICA,
7 RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, and MARIA C. ORTIZ failed to reimburse
8 Plaintiffs, thereby violating Labor Code §2802, and award Plaintiffs an amount equal to the
9 expenses owed;

10 K. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
11 HARVESTING, and LEMONICA have violated Business and Professions Code §§ 17200, *et seq.*,
12 by committing numerous violations of the Labor Code as set forth above;

13 L. That Defendants BROTHERS HARVESTING, CAMPO HARVESTING, and
14 LEMONICA be ordered and enjoined to cease their unlawful and/or unfair activities as alleged
15 herein and pay restitution to Plaintiffs due to Defendants' unlawful and/or unfair activities, pursuant
16 to Business and Professions Code §§ 17200, *et seq.*;

17 M. That the Court find that Defendants BROTHERS HARVESTING, CAMPO
18 HARVESTING, LEMONICA, RUBEN ORTIZ, IGNACIO MARCELO ORTIZ, and MARIA C.
19 ORTIZ have violated PAGA, and award civil penalties pursuant to Labor Code § 2699(f) and (g)
20 for each aggrieved employee for each pay period in which a violation occurred;

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

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

23 P. That Plaintiffs be awarded reasonable attorneys' fees and costs pursuant to Labor Code
24 §§ 203, 218.5, 226, 1194, 2699 and/or other applicable law;

25 Q. That the Court order Defendants hire a monitor to be supervised by the Court to ensure
26 compliance with the judgment entered in this case for a period of not less than 5 years; and

27 R. That the Court award such other and further relief as this Court may deem appropriate.
28

DEMAND FOR JURY TRIAL

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

Dated: 2/20/2024

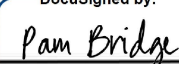
CALIFORNIA RURAL LEGAL ASSISTANCE, INC.



Attorney for Plaintiffs

Dated: 2/20/2024

COMMUNITY LEGAL SERVICES ARIZONA

DocuSigned by:


4F21C05D3692A45
Attorney for Plaintiffs