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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

APOLINAR ALONSO CANTOR AKA
APOLINAR ALONSO AKA VICTOR
ALONSO; GUADALUPE HERNANDEZ
AGUSTIN; GENARO HERNANDEZ
MARTINEZ; RENE MANUEL PONCE;
FRANCISCA ZEFERINO PLACIDO AKA
GABRIELA ZEFERINO PLACIDO; as
individuals, on behalf of themselves and
others similarly situated

PLAINTIFFS,

v.

SORRENTO BERRY FARMS, LLC;
COASTAL CROP HARVESTING, INC.;
NEW GENERATION HARVESTING
CORP.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Angela Braun, Executive Officer
8/3/2026 1:31 PM
By: Erin Josie , Deputy

CASE NO. 26CV03555

[Case Assigned for All Purposes to Hon.
Judge Jed Beebe in Dept. SM 4]

**[Amended as a matter of right, pursuant to
Labor Code § 2699.3(a)(2)(C)]**

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime
Under Labor Code §§ 510, 1194, 1194.2,
and 1199
2. Failure to Reimburse Expenses Pursuant
to Labor Code § 2802
3. Violation of Labor Code § 226(a)
4. Penalties Pursuant to Labor Code § 203
5. Violation of Business & Professions Code
§ 17200
6. Penalties Pursuant to Labor Code § 2699,
et seq.

1 Plaintiffs APOLINAR ALONSO CANTOR AKA APOLINAR ALONSO AKA VICTOR
2 ALONSO; GUADALUPE HERNANDEZ AGUSTIN; GENARO HERNANDEZ MARTINEZ;
3 RENE MANUEL PONCE; FRANCISCA ZEFERINO PLACIDO AKA GABRIELA ZEFERINO
4 PLACIDO, ("Plaintiffs") as individuals, on behalf of themselves, all others similarly situated, and
5 on behalf of the people of the State of California and as "aggrieved employees" under Labor Code
6 Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter "PAGA"), complains of
7 Defendants SORRENTO BERRY FARMS, LLC; COASTAL CROP HARVESTING, INC.;
8 NEW GENERATION HARVESTING CORP. ("Defendants") and each of them, as follows:

9
10 **I.**

11 **INTRODUCTION**

12 1. This is a Class and Representative Action, pursuant to Code of Civil Procedure §
13 382, on behalf of Plaintiffs and a Proposed Class defined as:

14 All persons who are employed or have been employed as a non-
15 exempt employee by Sorrento Berry Farms, LLC, Coastal Crop
16 Harvesting, Inc., and/or New Generation Harvesting Corp., in the
State of California since four (4) years prior to the filing of this
action to the present. ("Proposed Class")

17 2. Plaintiffs and the Proposed Class worked for Defendants, either directly or through
18 various Farm Labor Contractors ("FLC") in or near Santa Barbara, Ventura, and Monterey
19 Counties, California as seasonal agricultural workers. Plaintiffs and the Proposed Class worked in
20 the cultivation and harvesting of strawberries, and doing other agricultural work on land owned,
21 leased, managed, and/or operated, harvested, or otherwise made productive by Defendants.
22 Plaintiffs and the Proposed Class were paid on an hourly basis and also earned a piece rate for
23 harvesting crops.

24 3. From at least four (4) years prior to the filing of this action continuing to the present,
25 Defendants have had a consistent policy of failing to pay wages and/or overtime to all Proposed
26 Class Members at the appropriate rate. Plaintiffs and the Proposed Class were not properly
27 compensated for all hours worked because Defendants failed to pay Plaintiffs and the Proposed
28 Class for each and every hour worked. Plaintiffs and the Proposed Class were required to routinely

1 work "off the clock" and performed compensable activities before, during, and after each working
2 shift for which no pay was provided.

3 a. With regard to pre-shift work, Defendant required Plaintiffs and the Proposed Class
4 to arrive approximately ten (10) minutes to thirty (30) minutes prior to their
5 scheduled shift and perform work. This pre-shift time is spent walking to the field,
6 preparing and sharpening tools such as knives, donning gear such as boots and
7 gloves, setting up their harvest cart and boxes, signing the attendance list, and
8 retrieving their badges and stickers, among other required tasks. In addition,
9 Plaintiffs and the Proposed Class are required to walk approximately five (5) to
10 fifteen (15) minutes every day from their cars to the field to begin work. All of this
11 work is performed daily while "off the clock" and Plaintiffs and the Proposed Class
12 are not compensated for this time or work performed. During periods of cold
13 weather, Plaintiffs and the Proposed Class are required to wait approximately thirty
14 (30) minutes to one (1) hour before they begin their scheduled shifts. Occasionally,
15 Plaintiffs and the Proposed Class were also sent home without pay after this waiting
16 time. This required waiting time is not compensated by Defendant. These activities
17 and time are compensable, but Defendant failed to pay Plaintiffs and the Proposed
18 Class for this time worked.

19 b. Specifically for Defendant Coastal Crop Harvesting, Inc., Plaintiffs and the
20 Proposed Class are required to use two separate badges, and Plaintiffs and the
21 Proposed Class are instructed to switch badges once they exceed forty (40) hours
22 per week, in order for Defendant Coastal Crop Harvesting, Inc. to avoid paying
23 overtime pay to Plaintiffs and the Proposed Class.

24 c. Defendant had a consistent policy of failing to compensate Plaintiffs and the
25 Proposed Class for their time spent traveling from field to field for about five (5)
26 minutes at least five (5) times per season. Plaintiffs and the Proposed Class were
27 not properly compensated for their travel time between fields, despite performing
28 compensable activities. This time was spent "clocked out" and as such, Plaintiffs

1 and the Proposed Class are not compensated for this time worked even though this
2 time is compensable.

3 d. With regard to post-shift work, at the end of each working shift, Plaintiffs and the
4 Proposed Class are instructed by the foreman to line up, drop off boxes, and sign
5 out, which takes approximately five (5) minutes to thirty (30) minutes.
6 Additionally, Plaintiffs and the Proposed Class are required to walk from the field
7 to their car carrying their harvest carts, which takes approximately ten (10) minutes
8 every day. This time spent completing required post-shift tasks was performed after
9 being "clocked out" and as such, Plaintiffs and the Proposed Class are not fully
10 compensated for this time even though this time is compensable.

11 e. Additionally, Defendants have had a consistent policy of failing to pay wages
12 and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of pay.
13 Plaintiffs and other Proposed Class members were not properly compensated for
14 all hours worked over eight (8) hours in one day or forty (40) hours in one week.
15 Defendant Coastal Crop Harvesting, Inc. also manipulated the overtime payment
16 system by providing workers with multiple employee badges and instructing
17 workers to switch badges when they exceeded forty (40) hours per week to avoid
18 paying overtime. Plaintiffs and the Proposed Class were not properly compensated
19 for overtime worked because Defendants failed to pay Plaintiffs and the Proposed
20 Class for all hours worked over 8 hours per day or 40 hours per week.

21 4. For at least four (4) years prior to the filing of this action and continuing to the
22 present, Defendants have failed to reimburse Plaintiffs and the Proposed Class for their tools and
23 equipment necessary to perform their job duties. The work performed by Plaintiffs and the
24 Proposed Class necessitated the use of tools such as, but not limited to, harvest carts, tires for the
25 harvest carts, gloves, glasses, scissors, specialized rings, and knives. Defendants failed to
26 reimburse Plaintiffs and the Proposed Class for the costs associated with purchasing and using
27 these tools. The total cost of these required tools ranges from approximately one hundred fifty
28 dollars (\$150) to two hundred dollars (\$200) or more per season per worker, in violation of

1 California law.

2 5. Defendants also required Plaintiffs and the Proposed Class to travel between fields
3 to perform work tasks. Because Defendants did not provide buses or other transportation to
4 workers so that they could travel from field to field in the middle of their shifts, Plaintiffs and the
5 Proposed Class sometimes used their own vehicles to travel from field to field. Defendants did not
6 reimburse Plaintiffs and the Proposed Class for their vehicle use for travel between Defendants'
7 job sites during the course of a work shift, in violation of California law.

8 6. For at least one (1) year prior to the filing of this action continuing to the present,
9 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
10 2001 and Labor Code § 226(a) by failing issue accurate itemized wage statements reporting all
11 applicable hourly rates in effect during the pay period, and the corresponding number of hours
12 worked at each hourly rate by the employee and failing to include the required information on the
13 itemized wage statements.

14 7. For at least three (3) years prior to the filing of this action continuing to the present,
15 Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiffs and
16 the Proposed Class in violation of Labor Code § 203.

17 8. Plaintiffs, on behalf of themselves and all Proposed Class members brings this
18 action pursuant to Labor Code §§ 201, 202, 203, 226(a), 510, 1194, 1194.2, 1199, and 2802; Wage
19 Order 14-2001; and California Code of Regulations, Title 8, Section 11140, seeking unpaid
20 wages/overtime, unreimbursed expenses, accurate itemized wage statements, other penalties,
21 injunctive and other equitable relief, and reasonable attorneys' fees and costs.

22 9. Plaintiffs, on behalf of themselves and all Proposed Class Members, pursuant to
23 Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and
24 disgorgement of all benefits Defendants enjoyed from their unlawful conduct as described herein.

25 10. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
26 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
27 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
28 pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or

1 formerly employed by Defendant during the liability period as defined in their PAGA notice letter
2 (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
3 penalties for Defendant’s violations of Labor Code §§ 201, 202, 203, 226(a), 510, 1194, 1199,
4 2802; Wage Order 14-2001.

5 II.

6 **JURISDICTION AND VENUE**

7 10. This Court has subject matter jurisdiction over all causes of action asserted herein
8 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
9 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
10 of interest, exceeds \$35,000, and because each cause of action asserted arises under the laws of the
11 State of California or is subject to adjudication in the courts of the State of California.

12 11. This Court has personal jurisdiction over Defendant because Defendant has caused
13 injuries in the County of Santa Barbara and the State of California through their acts, and by their
14 violation of the California Labor Code, California state common law, and California Business &
15 Professions Code § 17200, *et seq.*

16 12. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
17 Civil Procedure § 395. Defendants operate within California and do business within Santa Barbara
18 County and operate agricultural fields throughout Santa Barbara County. The unlawful acts alleged
19 herein have a direct effect on Plaintiffs and all Proposed Class Members within the State of
20 California and the County of Santa Barbara.

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

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

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III.

PARTIES

A. PLAINTIFFS

13. Plaintiffs APOLINAR ALONSO CANTOR AKA APOLINAR ALONSO AKA VICTOR ALONSO; GUADALUPE HERNANDEZ AGUSTIN; GENARO HERNANDEZ MARTINEZ; RENE MANUEL PONCE; FRANCISCA ZEFERINO PLACIDO AKA GABRIELA ZEFERINO PLACIDO are residents of California.

14. Plaintiffs and all Proposed Class Members, were regularly required to:

- a. Work without being paid for all hours at the appropriate rate;
- b. Work without being paid for all hours worked, including pre-shift time, post-shift time, travel time between fields, and waiting time;
- c. Work without being reimbursed for necessary tools and equipment;
- d. Work without receiving accurate itemized wage statements;

15. Defendants willfully failed to compensate Plaintiffs and all Proposed Class members for all wages due at termination of their employment with Defendants.

16. As a result of this conduct, Defendants have engaged in unfair competition and unlawful business practices.

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

B. DEFENDANTS

17. Defendant SORRENTO BERRY FARMS, LLC is a California limited liability company operating within the State of California. Defendant's principal address is 1312 Del Norte Rd., Camarillo, CA 93010, Upon information and belief, Defendant employed Plaintiffs and similarly situated persons as hourly and piece-rate employees within California. Defendant has done and does business throughout the State of California.

18. Defendant COASTAL CROP HARVESTING, INC. is believed to be a California corporation operating as a farm labor contractor within the State of California. Defendant's

1 corporate address is 504 E. Chapel St., Santa Maria, CA 93454. Upon information and belief,
2 Defendant employed Plaintiffs and similarly situated persons as hourly and piece-rate employees
3 within California. Defendant has done and does business throughout the State of California.

4 19. Defendant NEW GENERATION HARVESTING CORP. is believed to be a
5 California corporation operating as a farm labor contractor within the State of California.
6 Defendant's corporate addresses are 1020 W. Betteravia Rd., Ste. E, Santa Maria, CA 93455. Upon
7 information and belief, Defendant employed Plaintiffs and similarly situated persons as hourly and
8 piece-rate employees within California. Defendant has done and does business throughout the
9 State of California.

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

17 21. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
18 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
19 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
20 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
21 employer and/or joint employer of Plaintiffs and the Proposed Class members.

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

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IV.

FACTUAL BACKGROUND

23. Plaintiffs and the Proposed Class are, and at all times pertinent hereto, have been classified as non-exempt employees by Defendants. Plaintiffs and the Proposed Class were paid on an hourly basis and also earned a piece rate for work harvesting, cutting, packing, cleaning, thinning, weeding, pruning, repacking, and loading crops.

24. Upon information and belief, Plaintiffs and the Proposed Class are covered by California Industrial Welfare Commission Occupational Wage Order No. 14-2001 (Title 8 Cal. Code of Regs. § 11140).

25. On a regular and consistent basis, Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class Members at the appropriate rate as follows:

- a. Plaintiffs and the Proposed Class were not properly compensated for all hours worked because Defendant failed to pay Plaintiffs and the Proposed Class for each and every hour worked. Plaintiffs and the Proposed Class were required to routinely work "off the clock" and performed compensable activities before, and after each working shift for which no pay was provided.
- b. With regard to pre-shift work, Defendant required Plaintiffs and the Proposed Class to arrive approximately ten (10) minutes to thirty (30) minutes prior to their scheduled shift and perform work. This pre-shift time is spent walking to the field, preparing and sharpening tools such as knives, donning gear such as boots and gloves, setting up their harvest cart and boxes, signing the attendance list, and retrieving their badges and stickers, among other required tasks. In addition, Plaintiffs and the Proposed Class are required to walk approximately five (5) to fifteen (15) minutes every day from their cars to the field to begin work. All of this work is performed daily while "off the clock" and Plaintiffs and the Proposed Class are not compensated for this time or work performed. During periods of cold weather, Plaintiffs and the Proposed Class are required to wait approximately thirty (30) minutes to one (1) hour before they begin their scheduled shifts. Occasionally,

1 Plaintiffs and the Proposed Class were also sent home without pay after this waiting
2 time. This required waiting time is not compensated by Defendant. These activities
3 and time are compensable, but Defendant failed to pay Plaintiffs and the Proposed
4 Class for this time worked.

5 c. Specifically for Defendant Coastal Crop Harvesting, Inc., Plaintiffs and the
6 Proposed Class are required to use two separate badges, and Plaintiffs and the
7 Proposed Class are instructed to switch badges once they exceed forty (40) hours
8 per week, in order for Defendant Coastal Crop Harvesting, Inc. to avoid paying
9 overtime pay to Plaintiffs and the Proposed Class.

10 d. Defendant had a consistent policy of failing to compensate Plaintiffs and all
11 Proposed Class for their time spent traveling from field to field for about five (5)
12 minutes at least five (5) times per season. Plaintiffs and the Proposed Class were
13 not properly compensated for their travel time between fields, despite performing
14 compensable activities. This time was spent "clocked out" and as such, Plaintiffs
15 and the Proposed Class are not compensated for this time worked even though this
16 time is compensable.

17 e. With regard to post-shift work, at the end of each working shift, Plaintiffs and the
18 Proposed Class are instructed by the foreman to line up, drop off boxes, and sign
19 out, which takes approximately five (5) minutes to thirty (30) minutes.
20 Additionally, Plaintiffs and the Proposed Class are required to walk from the field
21 to their car carrying their harvest carts, which takes approximately ten (10) minutes
22 every day. This time spent completing required post-shift tasks was performed after
23 being "clocked out" and as such, Plaintiffs and the Proposed Class are not fully
24 compensated for this time even though this time is compensable.

25 f. Additionally, Defendants have had a consistent policy of failing to pay wages
26 and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of pay.
27 Plaintiffs and other Proposed Class members were not properly compensated for
28 all hours worked over eight (8) hours in one day or forty (40) hours in one week.

1 Defendant Coastal Crop Harvesting, Inc. also manipulated the overtime payment
2 system by providing workers with multiple employee badges and instructing
3 workers to switch badges when they exceeded forty (40) hours per week to avoid
4 paying overtime. Plaintiffs and the Proposed Class were not properly compensated
5 for overtime worked because Defendants failed to pay Plaintiffs and the Proposed
6 Class for all hours worked over 8 hours per day or 40 hours per week.

7 26. For at least four (4) years prior to the filing of this action and continuing to the
8 present, Defendants have failed to reimburse Plaintiffs and the Proposed Class for their tools and
9 equipment necessary to perform their job duties. The work performed by Plaintiffs and the
10 Proposed Class necessitated the use of special tools. The work performed by Plaintiffs and the
11 Proposed Class necessitated the use of tools such as, but not limited to, harvest carts, tires for the
12 harvest carts, gloves, glasses, scissors, specialized rings, and knives. Defendants failed to
13 reimburse Plaintiffs and the Proposed Class for the costs associated with purchasing and using
14 these tools. The total cost of these required tools ranges from approximately one hundred fifty
15 dollars (\$150) to two hundred dollars (\$200) or more per season per worker, in violation of
16 California law.

17 27. For at least one (1) year prior to the filing of this action continuing to the present,
18 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
19 2001 and Labor Code § 226(a) by failing issue accurate itemized wage statements reporting all
20 applicable hourly rates in effect during the pay period, and the corresponding number of hours
21 worked at each hourly rate by the employee and failing to include the required information on the
22 itemized wage statements.

23 28. Defendant willfully failed to pay wages and compensation, when Plaintiffs and all
24 Proposed Class members quit or were laid off or were discharged. This failure was willful, without
25 legal justification, and interfered with Plaintiffs' and the Proposed Class members' rights.

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

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V.

CLASS ACTION ALLEGATIONS

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

All persons who are employed or have been employed as a non-exempt employee by Sorrento Berry Farms, LLC; Coastal Crop Harvesting, Inc.; and/or New Generation Harvesting Corp., in the State of California since four (4) years prior to the filing of this action to the present. ("Proposed Class")

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

31. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Proposed Classes are easily ascertainable.

A. NUMEROSITY

32. The potential members of the Proposed Class as defined are so numerous that joinder of all the members of the Proposed Class is impracticable. While the precise number of proposed Class Members has not been determined at this time, Plaintiffs are informed and believe that Defendant currently employ, and during the relevant time periods employed over 50 members of the Proposed Class.

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

B. COMMONALITY

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

a. Whether Defendants failed to pay wages and/or overtime compensation as

required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, 1194.2, and 1199;

b. Whether Defendants violated Labor Code § 2802 and/or Wage Order 14-2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the cost of tools and equipment;

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

d. Whether Defendants violated §§ 201-203 of the Labor Code by failing to pay compensation due and owing at the time that any Proposed Class Member's employment with Defendants terminated;

e. Whether Defendants violated § 17200, *et seq.* of the Business & Professions Code by engaging in the acts previously alleged; an

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

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

C. TYPICALITY

35. The claims of Plaintiffs are typical of the claims of the Proposed Class. Plaintiffs and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein. Plaintiffs and all members of the Proposed Class performed the same or substantially similar work, were subject to the same policies and practices, suffered the same violations, and seek the same relief.

D. ADEQUACY OF REPRESENTATION

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

37. Counsel who represent Plaintiffs and the Proposed Class are competent and

1 experienced in litigating large employment class actions.

2 **E. SUPERIORITY OF CLASS ACTION**

3 38. A class action is superior to other available means for the fair and efficient
4 adjudication of this controversy. Individual joinder of all Proposed Class Members is not
5 practicable, and questions of law and fact common to the Proposed Class predominate over any
6 questions affecting only individual members of the Proposed Class. Each member of the Proposed
7 Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or
8 practice of failing to pay all wages due, failing to pay at the appropriate overtime rate, failing to
9 reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all
10 wages upon resignation or termination.

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

15 **VI.**

16 **FIRST CAUSE OF ACTION**

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

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

19 **LABOR CODE §§ 510, 1194, 1194.2, AND 1199**

20 40. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
21 by reference all previous paragraphs.

22 41. Defendants have violated Labor Code §§ 510, 1194, 1194.2 and 1199. These
23 statutes require an employer to compensate its employees at the minimum wage rate for all hours
24 worked and at a rate of no less than one and one-half times the regular rate of pay for any work in
25 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.
26 Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice
27 the regular rate of pay. California law also requires that any compensation must be included in the
28 regular rate of pay for the purposes of determining correct overtime rates.

1 42. Here, Defendants have had a consistent policy of failing to pay wages and/or
2 overtime to Plaintiffs and the Proposed Class. Plaintiffs and the Proposed Class were not properly
3 compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week.
4 Plaintiffs and the Proposed Class were not properly compensated for all hours worked, because
5 Defendants failed to pay Plaintiffs and the Proposed Class for each and every hour worked.
6 Plaintiffs and the Proposed Class routinely worked "off the clock" and performed compensable
7 activities before, during, and after each working shift for which no pay was provided as detailed
8 below.

9 a. With regard to pre-shift work, Defendant required Plaintiffs and the Proposed
10 Class to arrive approximately ten (10) minutes to thirty (30) minutes prior to their
11 scheduled shift and perform work. This pre-shift time is spent walking to the field,
12 preparing and sharpening tools such as knives, donning gear such as boots and
13 gloves, setting up their harvest cart and boxes, signing the attendance list, and
14 retrieving their badges and stickers, among other required tasks. In addition,
15 Plaintiffs and the Proposed Class are required to walk approximately five (5) to
16 fifteen (15) minutes every day from their cars to the field to begin work. All of this
17 work is performed daily while "off the clock" and Plaintiffs and the Proposed Class
18 are not compensated for this time or work performed. During periods of cold
19 weather, Plaintiffs and the Proposed Class are required to wait approximately thirty
20 (30) minutes to one (1) hour before they begin their scheduled shifts. Occasionally,
21 Plaintiffs and the Proposed Class were also sent home without pay after this waiting
22 time. This required waiting time is not compensated by Defendant. These activities
23 and time are compensable, but Defendant failed to pay Plaintiffs and the Proposed
24 Class for this time worked.

25 b. Specifically for Defendant Coastal Crop Harvesting, Inc., Plaintiffs and the
26 Proposed Class are required to use two separate badges, and Plaintiffs and the
27 Proposed Class are instructed to switch badges once they exceed forty (40) hours
28 per week, in order for Defendant Coastal Crop Harvesting, Inc. to avoid paying

overtime pay to Plaintiffs and the Proposed Class.

c. Defendant had a consistent policy of failing to compensate Plaintiffs and all Proposed Class for their time spent traveling from field to field for about five (5) minutes at least five (5) times per season. Plaintiffs and the Proposed Class were not properly compensated for their travel time between fields, despite performing compensable activities. This time was spent "clocked out" and as such, Plaintiffs and the Proposed Class are not compensated for this time worked even though this time is compensable.

d. With regard to post-shift work, at the end of each working shift, Plaintiffs and the Proposed Class are instructed by the foreman to line up, drop off boxes, and sign out, which takes approximately five (5) minutes to thirty (30) minutes. Additionally, Plaintiffs and the Proposed Class are required to walk from the field to their car carrying their harvest carts, which takes approximately ten (10) minutes every day. This time spent completing required post-shift tasks was performed after being "clocked out" and as such, Plaintiffs and the Proposed Class are not fully compensated for this time even though this time is compensable.

43. Additionally, Defendants have had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and the Proposed Class at the appropriate rate of pay. Plaintiffs and other Proposed Class members were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Defendant Coastal Crop Harvesting, Inc. also manipulated the overtime payment system by providing workers with multiple employee badges and instructing workers to switch badges when they exceeded forty (40) hours per week to avoid paying overtime. Plaintiffs and the Proposed Class were not properly compensated for overtime worked because Defendants failed to pay Plaintiffs and the Proposed Class for all hours worked over 8 hours per day or 40 hours per week.

44. Defendant failed to pay for work performed off-the-clock and failed to compensate Plaintiffs and the Proposed Class for all hours worked at the appropriate rate.

43. By their policy of requiring Plaintiffs and members of the Proposed Class to work

1 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without
2 compensating them at the rate of one and one-half (1 1/2) their regular rate of pay, Defendants
3 willfully violated the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199.

4 44. As a result of the unlawful acts of Defendants, Plaintiffs and the Proposed Class
5 Members have been deprived of wages and/or overtime in amounts to be determined at trial, and
6 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
7 costs.

8 **VII.**

9 **SECOND CAUSE OF ACTION**

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

11 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

12 **LABOR CODE § 2802**

13 46. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
14 by reference all previous paragraphs.

15 47. Labor Code § 2802 requires employers to indemnify employees for all necessary
16 expenditures incurred by employees in the discharge of their duties.

17 48. Defendants have failed to reimburse Plaintiffs and the Proposed Class the cost of
18 using their personal tools for business related purposes.

19 49. Defendants require Plaintiffs and the Proposed Class to purchase a variety of tools
20 in order to perform their work adequately. The total cost of these required tools ranges from
21 approximately one hundred fifty dollars (\$150) to two hundred dollars (\$200) or more per season
22 per worker. Specifically, harvest carts cost sixty dollars (\$60) per season; replacement tires for the
23 harvest carts cost twenty to twenty-five dollars (\$20-\$25) per season; nitrile gloves cost twenty to
24 twenty-five dollars (\$20-\$25) a month; and protective glasses cost fifteen (\$15) per season. None
25 of these tools are provided by Defendants. Defendants fail to reimburse Plaintiffs and the Proposed
26 Class for the costs associated with purchasing and using these tools/equipment.

27 50. Defendants also required Plaintiffs and the Proposed Class to travel between fields
28 to perform work tasks. Because Defendants did not provide buses or other transportation to

workers so that they could travel from field to field in the middle of their shifts, Plaintiffs and the Proposed Class sometimes used their own vehicles to travel from field to field. Defendants did not reimburse Plaintiffs and the Proposed Class for their vehicle use for travel between Defendants' job sites during the course of a work shift, in violation of California law.

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

III.

THIRD CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 226(A)

52. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate by reference all previous paragraphs.

53. California Labor Code § 226(a) requires employers to issue wage statements that accurately report total hours worked, accurately report appropriate rates of pay and the corresponding number of hours worked at each hourly rate. (Labor Code §§ 226(a)(2), and (9).)

54. Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiffs and the Proposed Class are issued wage statements that do not include the total hours worked by the employee.

55. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiffs and the Proposed Class are issued wage statements that do not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

56. As a result of Defendant's failure to pay wages as described above, Defendant has

1 failed to include the appropriate rates of pay and the accurate hours worked on itemized wage
2 statements for Plaintiffs and the Proposed Class.

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

5 58. An employee suffering injury as a result of a knowing and intentional failure by an
6 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
7 damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one
8 hundred dollars (\$100.00) per employee for each violation in a subsequent pay period, not
9 exceeding an aggregate penalty of four thousand dollars (\$4,000.00), and is entitled to an award
10 of costs and reasonable attorneys' fees.

11 IV.

12 FOURTH CAUSE OF ACTION

13 PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

14 WAITING TIME PENALTIES UNDER LABOR CODE § 203

15 59. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
16 by reference all previous paragraphs.

17 60. Numerous members of the Proposed Class including the Plaintiffs are no longer
18 employed by Defendant. They were either fired, quit Defendant's employ, or were seasonally laid
19 off.

20 61. Defendant's failure to pay wages, as alleged above was willful in that Defendant
21 knew wages to be due but failed to pay them, thus entitling Plaintiffs and the Proposed Class to
22 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
23 penalty until paid for a period of up to thirty (30) days from the time they were due. Such waiting
24 time penalties apply and accrue even where employees are seasonal laid off, but subsequently
25 recalled, with each seasonal lay off requiring full payment of wages due.

26 62. Defendant has failed to pay Plaintiffs and others a sum certain at the time of
27 termination, seasonal lay off, or within seventy-two (72) hours of their resignation, and have failed
28 to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203,

1 Plaintiffs and the Proposed Class are entitled to a penalty in the amount of Plaintiffs' and the
2 Proposed Class Members' daily wage multiplied by thirty (30) days.

3 **V.**

4 **FIFTH CAUSE OF ACTION**

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

6 **UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE § 17200**

7 63. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate
8 by reference all previous paragraphs.

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

15 65. Plaintiffs are each considered a "person" within the meaning of Business &
16 Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive
17 relief, restitution, and other appropriate equitable relief.

18 66. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
19 practices.

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

27 68. Defendant has violated statutes and public policies as alleged herein. Through the
28 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have

1 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
2 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiffs,
3 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
4 guaranteed to all employees under law.

5 69. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in
6 violation of § 17200, *et seq.* of the Business & Professions Code.

7 70. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
8 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
9 § 17200, *et seq.* of the Business & Professions Code.

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

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

19 **VI.**

20 **SIXTH CAUSE OF ACTION**

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

22 **PENALTIES PURSUANT TO LABOR CODE § 2699 ET SEQ.**

23 73. Plaintiffs, on behalf of themselves and the aggrieved employees, reallege and
24 incorporate by reference all previous paragraphs.

25 74. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs
26 seek penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§
27 201, 202, 203, 226(a), 510, 1194, 1199, 2802; Wage Order 14-2001; and California Code of
28 Regulations, Title 8, Section 11140, which call for civil penalties.

1 75. Plaintiffs bring this representative action on behalf of themselves and the State of
2 California as well as a group of aggrieved employees defined as: “All persons who are employed
3 or have been employed as a non-exempt employee by Sorrento Berry Farms LLC; Coastal Crop
4 Harvesting, Inc.; New Generation Harvesting Corp., in the State of California since one (1) year
5 prior to the date of this letter and continuing to the present.”. (“aggrieved employees”).

6 76. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code §
7 2699, *et seq.* because of Defendants’ violation of Labor Code §§ 201, 202, 203, 226(a), 510, 1194,
8 1199, 2802, which call for civil penalties.

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

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

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

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

15 79. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the
16 LWDA¹ and mailed a letter by certified mail to Defendants’ entity addresses and agent addresses,
17 which are 1312 Del Norte Rd, Ste B, Camarillo, CA 93010; 504 E. Chapel St., Santa Maria, CA
18 93454; and 1020 W. Betteravia Rd., Ste E., Santa Maria, CA 93455-1142; as proscribed by the
19 Code on May 29, 2026, describing Defendants’ conduct in violation of Labor Code §§ 201, 202,
20 203, 226(a), 510, 1194, 1199, 2802, (*see* Exhibit “1”). Plaintiffs also obtained an e-filing
21 confirmation from the LWDA confirming receipt of the notice (*see* Exhibit “2”). Additionally,
22 Plaintiffs received a signed green return receipt from Defendants, indicating that it received
23 Plaintiffs’ letter. (*see* Exhibit “3”).

24 80. As no letter evidencing the LWDA’s intention to investigate was received by
25 Plaintiffs’ Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil
26 action as though the LWDA had not chosen to investigate pursuant to Labor Code

27
28 ¹ Plaintiffs electronically filed a PAGA Claim Notice to the LWDA, via the State of California
Labor and Workforce Development Agency / Department of Industrial Relations website
(<https://dir.tfaforms.net/308>).

§2699.3(a)(2)(A). Plaintiffs will also provide the LWDA with a filed-stamped copy of the First Amended Class and Representative Action Complaint immediately.

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

1. For compensatory damages in the amount of unpaid wages and/or overtime not paid to Plaintiffs and each Proposed Class Member from at least four (4) years prior to the filing of this action to the present as may be proven;

2. For compensatory damages in the amount of Plaintiffs' and each Proposed Class Members' unreimbursed out of pocket expenses as a requirement of employment;

3. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a) in the amount of fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars (\$4,000);

4. For penalties pursuant to Labor Code § 203 for all employees who were terminated or resigned equal to their daily wage times thirty (30) days;

5. An award of prejudgment and post judgment interest;

6. An order enjoining Defendants and their agents, servants, and employees, and all persons acting under, in concert with, or for them from failing to provide Plaintiffs with proper wages and/or overtime, unreimbursed expenses, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201-203, 226(a), 510, 1194, 1194.2, 1199, 2802, and IWC Wage Order 14-2001;

7. For restitution for unfair competition pursuant to Business & Professions Code § 17200, et seq., including disgorgement of profits, in an amount as may be proven;

8. For injunctive relief pursuant to Labor Code § 226(a) requiring Defendants to remedy the inaccurate itemized wage statements issued to Plaintiffs and the Class;

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

10. For penalties under Labor Code §2699, et seq. for Defendants' violation of Labor

1 Code §§ 201, 202, 203, 226(a), 510, 1194, 1199, 2802 and Wage Order 14-2001;

2 11. An award providing for payment of costs of suit;

3 12. An award of attorneys' fees; and

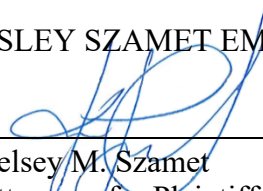
4 13. Such other and further relief as this Court may deem proper and just.

5 **DEMAND FOR JURY TRIAL**

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

7
8 DATED: May 29, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

9
10 By: 

Kelsey M. Szamet

Attorneys for Plaintiffs and the Proposed Class

EXHIBIT "1"



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Encino, California 91436
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www.kingsleylawyers.com 
(818) 990-8300 

May 29, 2026

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

Sorrento Berry Farms LLC
c/o Agent for Service of Process
Individual
Ken Hasegawa
1312 Del Norte Rd., Suite B
Camarillo, CA 93010
Via Certified Mailing # 9589 0710 5270 1148 9699 80

Coastal Crop Harvesting, Inc.
c/o Agent for Service of Process
Individual
Nancy Soto
504 E. Chapel St.
Santa Maria, CA 93454
Via Certified Mailing # 9589 0710 5270 1148 9699 97

New Generation Harvesting Corp.
1020 W. Betteravia Rd., Ste. E
Santa Maria, CA 93455-1142
Via Certified Mailing # 9589 0710 5270 1148 9700 09

Re: Apolinar Alonso Cantor aka Apolinar Alonso aka Victor Alonso, et al. v. Sorrento Berry Farms LLC, et al.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Apolinar Alonso Cantor aka Apolinar Alonso aka Victor Alonso; Guadalupe Hernandez Agustin; Genaro Hernandez Martinez; Rene Manuel Ponce; and, Francisca Zeferino Placido aka Gabriela Zeferino Placido (collectively, "Plaintiffs") and a proposed group of current and former employees working for Sorrento Berry Farms LLC; Coastal Crop Harvesting, Inc.; New Generation Harvesting Corp. (collectively, "Defendants") in the State of California. The purpose of this letter is to comply with the Private Attorneys General Act of 2004, pursuant to California Labor Code § 2698, *et. seq.* We herein set forth the facts and theories of California

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

May 29, 2026

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Labor Code violations which we allege Defendants engaged in with respect to Plaintiffs and all of Defendants' aggrieved employees.

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All persons who are employed or have been employed as a non-exempt employee by Sorrento Berry Farms LLC; Coastal Crop Harvesting, Inc.; New Generation Harvesting Corp., in the State of California since one (1) year prior to the date of this letter and continuing to the present. ("aggrieved employees").

Plaintiffs and the aggrieved employees worked for Defendants, either directly or through various Farm Labor Contractors ("FLC"), in or near Santa Barbara, Ventura, and Monterey Counties, California as seasonal agricultural workers. Plaintiffs and the aggrieved employees worked in the cultivation and harvesting of strawberries, and doing other agricultural work on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Defendant. Plaintiffs and the aggrieved employees were paid on an hourly basis and also earned a piece rate for work picking crops.

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the *regular rate of pay* for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the *regular rate of pay*. California law also requires that any compensation must be included in the regular rate of pay for the purposes of determining correct overtime rates.

Here, Plaintiffs and the aggrieved employees were not paid at the proper corresponding rate for all hours worked, including overtime. Plaintiffs and the aggrieved employees regularly worked in excess of eight hours in one workday and in excess of 40 hours in one workweek and not being compensated at the appropriate overtime rate for all hours worked.

Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and all aggrieved employees. Plaintiffs and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Plaintiffs and the aggrieved employees were not properly compensated for all hours worked, because Defendant failed to pay Plaintiffs and the aggrieved employees for each and every hour worked. Plaintiffs and the aggrieved employees routinely worked "off the clock" and performed compensable activities before, during, and after each working shift for which no pay was provided as detailed below.

With regard to pre-shift work, Defendant required Plaintiffs and the aggrieved employees to arrive to work approximately ten (10) minutes to thirty (30) minutes prior to their scheduled shift and perform work. This required time is spent walking to the field, preparing and sharpening tools such as knives, donning gear such as boots and gloves, setting up their harvest cart and boxes, signing the attendance list, and retrieving their badges and stickers, among other required tasks. In

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addition, Plaintiffs and the aggrieved employees are required to walk approximately five (5) to fifteen (15) minutes every day from their cars to the field. All of this work is performed daily while "off the clock" and Plaintiffs and the aggrieved employees are not compensated for this time or work performed. During periods of cold weather, Plaintiffs and the aggrieved employees are required to wait approximately thirty (30) minutes to one (1) hour before they begin their scheduled shifts. This required waiting time is not compensated by Defendant. These activities and time are compensable, but Defendant fail to pay Plaintiffs and the aggrieved employees for this time worked.

Specifically for Defendant Coastal Crop Harvesting, Inc., Plaintiffs and the aggrieved employees are required to use two separate badges, and Plaintiffs and the aggrieved employees are instructed to switch badges once they exceed forty (40) hours per week, in order for Defendant Coastal Crop Harvesting, Inc. to avoid paying overtime pay to Plaintiffs and the aggrieved employees.

Defendant had a consistent policy of failing to compensate Plaintiffs and all aggrieved employees for their time spent traveling from field to field for about five (5) minutes at least five (5) times per season. Plaintiffs and the aggrieved employees were not properly compensated for their travel time between fields, despite performing compensable activities. This time was spent "clocked out" and as such, Plaintiffs and the aggrieved employees are not compensated for this time worked even though this time is compensable.

With regard to post-shift work, at the end of each working shift, general workers are instructed by the foreman to line up, drop off boxes, and sign out, which takes approximately five (5) minutes to thirty (30) minutes. Additionally, Plaintiffs and the aggrieved employees are required to walk from the field to their car carrying their harvest carts, which takes approximately ten (10) minutes every day. This time spent completing required post-shift tasks was performed after being "clocked out" and as such, Plaintiffs and the aggrieved employees are not fully compensated for this time even though this time is compensable.

Additionally, Defendants have had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and the aggrieved employees at the appropriate rate of pay. Plaintiffs and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Plaintiffs and the aggrieved employees regularly worked over forty (40) per week, particularly during peak season. Plaintiffs and the aggrieved employees were not properly compensated for overtime worked because Defendant failed to pay Plaintiffs and the aggrieved employees for all hours worked over 8 hours per day or 40 hours per week. Defendant failed to pay for work performed off-the-clock and failed to compensate Plaintiffs and the aggrieved employees for all hours worked.

In addition, Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

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Defendant has failed to reimburse Plaintiffs and aggrieved employees the cost of using their personal tools for business related purposes. The work performed by Plaintiffs and the aggrieved employees necessitated the use of special tools and equipment. The work performed by Plaintiffs and the aggrieved employees necessitated the use of tools such as, but not limited to, harvest carts, tires for the harvest carts, gloves, glasses, scissors, specialized rings, and knives. The total cost of these required tools ranges from approximately one hundred fifty dollars (\$150) to two hundred dollars (\$200) or more per season per worker. Specifically, harvest carts cost sixty dollars (\$60) per season; replacement tires for the harvest carts cost twenty to twenty-five dollars (\$20-\$25) per season; nitrile gloves cost twenty to twenty-five dollars (\$20-\$25) a month; and protective glasses cost fifteen (\$15) per season. Defendant fails to reimburse Plaintiffs and the aggrieved employees for the costs associated with purchasing and using these required tools and equipment.

Defendants also required Plaintiffs and the aggrieved employees to travel between fields to perform work tasks. Because Defendants did not provide buses or other transportation to workers so that they could travel from field to field in the middle of their shifts, Plaintiffs and the aggrieved employees sometimes used their own vehicles to travel from field to field. Defendants did not reimburse Plaintiffs and the aggrieved employees for their vehicle use for travel between Defendants' job sites during the course of a work shift, in violation of California law.

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

Labor Code §226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiffs and the aggrieved employees are issued wage statements that do not include the total hours worked by the employee. As such, Plaintiffs are aggrieved employees within the meaning PAGA and Defendants has violated Labor Code §226(a) with respect to Plaintiffs and all aggrieved employees.

Also, Defendant issued to Plaintiffs and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiffs and the aggrieved employees did not include the hours worked at each hourly rate.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages

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shall not continue for more than 30 days.” Here, Plaintiffs and all aggrieved employees were not paid all wages due upon their separation from Defendant’s employ or upon each seasonal lay off. As such, Plaintiffs are aggrieved employees and Defendant failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination, seasonal lay off, or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203. As such, Defendant failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination, seasonal lay off, or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §§201, 202, and 203. (See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754, reh’g denied (June 13, 2018), review denied (Aug. 8, 2018), allowing named Plaintiffs to pursue PAGA penalties for violations not personally suffered.). In cases involving seasonal layoffs due to the end of harvest seasons, courts have routinely found employees discharged from seasonal agricultural work are entitled to waiting time penalties for each seasonal layoff. See *Doe v. D.M. Camp & Sons*, No. CIV-F051417AWISMS, 2009 WL 921442, at *12 (E.D. Cal. Mar. 31, 2009) (citing *Smith v. Sup. Ct.*, 39 Cal.4th 77, 86 (2006)); *Valenzuela v. Giumarra Vineyards Corp.*, 614 F. Supp. 2d 1089, 1103 (E.D. Cal. 2009). This comports with the public policy that favors the full and prompt payment of earned wages. See, e.g., *Barnhill v. Robert Saunders & Co.* (1981) 125 Cal.App.3d 1, 7; *Mamika, supra*, 68 Cal.App.4th at 492.

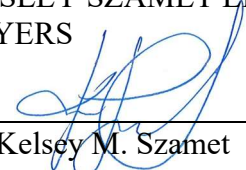
Further, under Labor Code § 2699.3(c)(2)(A), Defendant may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, give notice by certified mail if the alleged violation is cured, including a description of actions taken.

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 226(a), 510, 1194, 1194.2, 1199, and 2802, with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY SZAMET EMPLOYMENT
LAWYERS

By: _____


Kelsey M. Szamet

[KMS/tg]

Cc: 1. MARTINEZ AGUILASOCHO LAW, INC., P.O. Box 1998, Bakersfield, CA 93303

EXHIBIT "2"

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



State of California

Labor and Workforce Development Agency /
Department of Industrial Relations

Private Attorneys General Act (PAGA) – Filing

New PAGA Claim Notice

Your Information (Person Who is Filing)

Your First Name *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley Szamet Employment Lawyers

(Enter "in pro per" if you are representing yourself)

Your Email Address *

service@kingsleylawyers.c

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd, Ste 1200

Your Mobile Phone Number

818-990-8300

**Your Work Phone Number****Your City ***

Encino

Your State *

California

**Your Zip/Postal Code ***

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Apolinar Alonso Cantor aka Apolinar Alonso aka V

Plaintiff/Aggrieved Employee Occupation ***Plaintiff Information**[Remove](#)**Plaintiff/Aggrieved Employee Name *****Plaintiff/Aggrieved Employee Occupation *****Plaintiff Information**[Remove](#)**Plaintiff/Aggrieved Employee Name *****Plaintiff/Aggrieved Employee Occupation *****Plaintiff Information**[Remove](#)**Plaintiff/Aggrieved Employee Name *****Plaintiff/Aggrieved Employee Occupation *****Plaintiff Information**[Remove](#)**Plaintiff/Aggrieved Employee Name *****Plaintiff/Aggrieved Employee Occupation ***[Add Additional Plaintiffs](#)**Employer Information****Employer Entity Type *****Employer Name ***

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1312 Del Norte Rd., Suite B

Employer City *

Camarillo

Employer State *

California

Employer Zip/Postal Code *

93010

Employer Industry *

Agriculture

Add additional defendants

- ☒ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)**Employer Entity Type**

Corporation

Employer Name *

Coastal Crop Harvesting, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

504 E. Chapel St.

Employer City *

Santa Maria

Employer State *

California

Employer Zip/Postal Code *

93454

Employer Industry *

Agriculture

Additional Employer Information (Corporation/General Partnership)[Remove](#)**Employer Entity Type**

Corporation

Employer Name *

New Generation Harvesting Corp.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1020 W. Betteravia Rd., Ste. E

Employer City *

Santa Maria

Employer State *

California

Employer Zip/Postal Code *

93455

Employer Industry *

Agriculture

[Add Additional Employers](#)

Notice General Information

Estimated Number of Employees Impacted by Violations *

Notice Violations – Check All that Apply *

- ☐ Child Labor
- ☐ Misclassification Employee Classified as Contractor
- ☐ Misclassification NonExempt Classified as Exempt
- ☒ Minimum Wage
- ☒ Overtime
- ☒ Not paid for all hours worked
- ☒ Not paid wages due on termination
- ☐ Other Unpaid Wages
- ☐ Tips or Gratuities
- ☒ Payment or Reimbursement of Employee Expenses
- ☐ Improper Form of Payment Including NSF Checks
- ☐ Kickbacks
- ☐ Meal and Rest Breaks
- ☐ Sick Leave
- ☐ Lactation Accommodation (Labor Code 1030–1033)
- ☐ Not providing required time off, other
- ☐ Pay Discrimination on basis of sex, (Labor Code 1197.5)
- ☐ No Wage Statements
- ☒ Improper or Incomplete Wage Statements
- ☐ Other Notice or Posting or Recordkeeping
- ☐ Public Works (Labor Code 1720 – 1815)
- ☐ Apprenticeship (Labor Code 3070 – 3098)
- ☐ Occupational Safety and Health (Labor Code 6300 et seq)
- ☐ No Workers' Compensation
- ☐ Licensing, Registration, or Permit
- ☐ Unfair Immigration Activities
- ☐ Agricultural Labor Relations
- ☐ Industrial Homework
- ☐ Retaliation for Protected Status or Activity (Specify)
- ☐ Other

Child Labor – Specify Ages

PAGA Claim Type – Check All that Apply *

- ☒ Notice asserts one or more Labor Code violations listed in Labor Code 2699.5– not curable subject to 2699.3(a)
- ☐ Notice asserts one or more OSHA violations subject to requirements of 2699.3(b)
- ☐ Includes one or more violations not listed in Labor Code 2699.5 – curable subject to 2699.3(c)

Filing Fee

A filing fee of \$75 is required to file a new PAGA claim notice.

IFP

- ☐ I wish to claim In Forma Pauperis and am attaching a Confidential Request to Waive Court Fees (Judicial Council Court Form FW-001) or similar form to this submission.

Billing information**Billing First Name ***

Kimberley

Billing Last Name *

Madrid

Billing Email *

service@kingsleylawyers.c

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

Billing Zip/Postal Code *

91436

Credit Card Type * ▼**Credit Card Number *****CVV Number *****Credit Card Expiration Month ***

mm

Credit Card Expiration Year *

yyyy

Other PAGA Notices

[Search for PAGA Case number](#)

- ☒ I have searched LWDA's database for other PAGA claims filed against the employer(s) named in my NEW PAGA Claim Notice.

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

Notice and Other Attachments

PAGA Claim Notice (must be a .pdf) *

LWDA Letter – Sorrento.pdf

Do not attach any documents to the Notice.

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

No file chosen

[Add Another Attachment](#)

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

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

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

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I'm not a robot

reCAPTCHA

reCAPTCHA helps prevent automated form spam.

[Previous Page](#)

[Submit](#)

Thank you. If you provided an email address with your submission, a confirmation regarding your submission will be emailed to you. Otherwise, you can search for the case to verify that your submission was properly received.

[Click Here](#) to Search Case

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Service](#)
Subject: Thank you for submission of your PAGA Case.
Date: Friday, May 29, 2026 9:39:20 AM

External Email!

5/29/2026

LWDA Case No. LWDA-CM-1180615-26

Law Firm : Kingsley Szamet Employment Lawyers

Plaintiff Name : Apolinar Alonso Cantor aka Apolinar Alonso aka Victor Alonso, Guadalupe Hernandez Agustin, Genaro Hernandez Martinez, Rene Manuel Ponce, Francisca Zeferino Placido aka Gabriela Zeferino Placido

Employer: Sorrento Berry Farms LLC

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

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

From: noreply@salesforce.com on behalf of [LWDA DO NOT REPLY](#)
To: [Service](#)
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation
Date: Friday, May 29, 2026 9:39:21 AM

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1180615-26

Submission Type: PAGA Notice

Order Number: ORD-000361123

Total:\$75.00

Card Type: XXXXXXXXXX

Date: 5/29/2026

Billing Information

Name: Kimberley Madrid

Email: service@kingsleylawyers.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

EXHIBIT "3"

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

New Generation Harvesting Corp.
1020 W Betteravia Rd., Ste E.
Santa Maria, CA 93455-1142



9590 9402 8465 3186 4094 42

Article Number (Transfer from service label)

1589 0710 5270 1148 9700 09

PS Form 3811, July 2020 PSN 7530-02-000-9055

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *Perez*☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below; ☐ No

3. Service Type

☐ Adult Signature☐ Adult Signature Restricted Delivery☒ Certified Mail®☐ Certified Mail Restricted Delivery☐ Collect on Delivery☐ Collect on Delivery Restricted Delivery☐ Insured Mail☐ Insured Mail Restricted Delivery

(over \$500)

☐ Priority Mail Express®☐ Registered Mail™☐ Registered Mail Restricted Delivery☐ Signature Confirmation™☐ Signature Confirmation

Restricted Delivery

Domestic Return Receipt

USPS TRACKING #



SANTA BARBARA CA 931

2 JUN 2023 AM 2



First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 8465 3186 4094 35

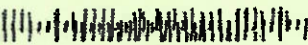
United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

5/29/24 LWDA Ltr.

Sorrento Coastal Crop Harvesting



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sorrento Berry Farms LLC
c/o Agent for Service of Process
Individual Ken Hasegawa
1312 Del Norte Rd., Suite B
Camarillo, CA 93010



9590 9402 8465 3186 4094 28

2. Article Number (Transfer from service label)

59 0710 5270 1148 9699 80

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ A
☐

B. Received by (Printed Name)

Ken Hasegawa 6/3/26

D. Is delivery address different?
If YES, enter delivery address

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

USPS TRACKING#

SANTA BARBARA CA 931
4 JUN 2026 PM 3 L

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

9590 9402 8465 3186 4094 28

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

5/29/26 EWDA Letter
Sorrento Berry (Agent)

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Coastal Crop Harvesting, Inc.
c/o Agent for Service of Process
Individual Nancy Soto
504 E. Chapel St.
Santa Maria, CA 93454



9590 9402 8465 3186 4094 35

2. Article Number (Transfer from service label)

1589 0710 5270 1148 9699 97

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

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☐ Agent☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type

- | | |
|--|---|
| ☐ Adult Signature | ☐ Priority Mail Express® |
| ☐ Adult Signature Restricted Delivery | ☐ Registered Mail™ |
| ☒ Certified Mail® | ☐ Registered Mail Restricted Delivery |
| ☐ Certified Mail Restricted Delivery | ☐ Signature Confirmation™ |
| ☐ Collect on Delivery | ☐ Signature Confirmation Restricted Delivery |
| ☐ Collect on Delivery Restricted Delivery | |
| ☐ Insured Mail | |
| ☐ Insured Mail Restricted Delivery (over \$500) | |

Domestic Return Receipt

USPS TRACKING#



9590 9402 8465 3186 4094 42

United States
Postal Service

• Sender: Please print your name, address, and ZIP+4® in this box•

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91436

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

5.29.26 LWDA Ltr
Sorrento - New Generation Investing