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**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF SANTA BARBARA**

PEDRO SANTIAGO LOPEZ AKA  
SANTIAGO LOPEZ; SAUL GALVEZ  
ROJAS; as individuals, on behalf of  
themselves and others similarly situated

PLAINTIFFS,

v.

BS TRANSPLANT; ADAM BROS.  
FARMING, INC.; AGRO-JAL FARMING  
ENTERPRISES; and DOES 1 thru 50,  
inclusive,

DEFENDANTS.

ELECTRONICALLY FILED  
Superior Court of California  
County of Santa Barbara  
Darrel E. Parker, Executive Officer  
4/3/2024 8:30 AM  
By: Madelyn Mercer, Deputy

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CASE NO. 23CV05165

[Case Assigned for All Purposes to Hon. James  
F. Rigali]

**[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 Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
4. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
5. Violation of Labor Code § 226(a)
6. Penalties Pursuant to Labor Code § 203
7. Violation of Business & Professions Code § 17200
8. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiffs PEDRO SANTIAGO LOPEZ AKA SANTIAGO LOPEZ and SAUL GALVEZ  
2 ROJAS, as individuals, on behalf of themselves and all others similarly situated (collectively,  
3 “Plaintiffs”), and on behalf of the people of the State of California and as “aggrieved employees”  
4 under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”),  
5 complains of Defendants BS TRANSPLANT; ADAM BROS. FARMING, INC.; AGRO-JAL  
6 FARMING ENTERPRISES (collectively, “Defendants”) and each of them, as follows:

7 **I.**

8 **INTRODUCTION**

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

11 All non-exempt employees who are employed or have been  
12 employed by, or who have worked for BS TRANSPLANT; ADAM  
13 BROS. FARMING, INC.; AGRO-JAL FARMING  
14 ENTERPRISES, in the State of California for one or more pay  
15 period since four (4) years prior to the filing of this action to the  
16 present plus any additional time during which the statutes of  
17 limitation for the causes of action herein were tolled pursuant to  
18 Emergency Rule 9 of the California Rules of Court, the ‘Emergency  
19 Rules Related to COVID-19. (“Proposed Class”)

20 2. Any limitations period referenced in this complaint is extended pursuant to  
21 Emergency Rule 9 (a) of the “Emergency Rules Related to COVID-19,” Appendix I to the  
22 California Rules of Court, adopted effective April 6, 2020, which provides that the statutes of  
23 limitation that exceed 180 days for civil actions are tolled from April 6, 2020 until October 1, 2020  
24 [“Notwithstanding any other law, the statutes of limitations and repose for civil causes of action  
25 that exceed 180 days are tolled from April 6, 2020 until October 1, 2020.”] Any reference to the  
26 relevant time period or statute of limitations referenced in this complaint is extended into the past  
27 by the number of days in which this tolling was in effect.

28 3. Plaintiffs and the Proposed Class worked for Defendants, either directly or through  
various Farm Labor Contractors (“FLC”), in or near Santa Barbara County, California as seasonal  
agricultural workers. Plaintiffs and members of the Proposed Class worked in the cultivation and  
harvest of celery, lettuce, and cauliflower, and doing other agricultural work, on land owned,  
leased, managed, and/or operated, harvested, or otherwise made productive by Defendants.

1           4.       From at least four (4) years prior to the filing of this action continuing to the present,  
2 Defendants have had a consistent policy of failing to pay wages and/or overtime to all Proposed  
3 Class Members. Specifically, Plaintiffs and the Proposed Class were not properly compensated for  
4 all hours worked because Defendants failed to pay Plaintiffs and the Proposed Class for each and  
5 every hour worked. Plaintiffs and the Proposed Class routinely worked “off the clock” and  
6 performed compensable activities before, during, and after each working shift for which no pay  
7 was provided. With regard to pre-shift work, Plaintiffs and the Proposed Class are required to  
8 report to work prior to their scheduled shift and perform work, but are routinely told by Defendants  
9 to wait anywhere approximately ten (10) to twenty (20) minutes before Plaintiffs and the Proposed  
10 Class can begin their scheduled shifts. Additionally, Plaintiffs and the Proposed Class required to  
11 prepare Defendants’ tools, such as a shovel and bucket that hangs at the employee’s waist, and  
12 collect boxes from a trailer, all of which is performed while “off the clock”. Sometimes, the  
13 Plaintiffs and the Proposed Class are also required to wait approximately thirty (30) minutes for  
14 the crops to be ready before they can begin working. In the middle of their shifts, Defendants  
15 required Plaintiffs and the Proposed Class to travel between fields once they are done picking at  
16 one field. With regard to post-shift work, at the end of each working shift Plaintiffs and the  
17 Proposed Class are required to spend approximately twelve (12) minutes after their scheduled shift  
18 has ended cleaning machines and tools, putting away tools and other work-related equipment, and  
19 covering boxes with tarps. Defendants failed to record the waiting time, including work performed  
20 off-the-clock, and failed to compensate Plaintiffs and the Proposed Class for all hours worked.

21           5.       From at least four (4) years prior to the filing of this action and continuing to the  
22 present, Defendants failed to apprise Plaintiffs and the Proposed Class of their rights associated  
23 with meal periods and failed to provide compliant meal periods. Defendants have had a consistent  
24 policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal periods; and (2)  
25 failing to pay such employees one (1) hour of pay at the employees’ regular rate of compensation  
26 for each workday that the complaint meal period was not provided, as required by California state  
27 wage and hour laws. Additionally, Defendants have had a consistent policy of failing to pay meal  
28 period premiums in compliance with California law.

1           6.       From at least four (4) years prior to the filing of this action and continuing to the  
2 present, Defendants failed to apprise Plaintiffs and the Proposed Class of their rights associated  
3 with rest periods and failed to provide compliant rest periods. Defendants have had a consistent  
4 policy of failing to provide all required rest periods of at least ten (10) minutes per four (4) hours  
5 worked or major fraction thereof. Additionally, Defendants failed to pay such employees one (1)  
6 hour of pay at the employee's regular rate of compensation for each workday that a compliant rest  
7 period was not provided, as required by California state wage and hour laws. Defendants have  
8 had a consistent policy of paying rest period premiums in violation of Labor Code §§ 226.7 and  
9 512.

10           7.       For at least four (4) years prior to the filing of this action and continuing to the  
11 present, Defendants have failed to reimburse Plaintiffs and the Proposed Class the cost of using  
12 their personal tools and vehicles necessary to perform their job duties. The work performed by  
13 Plaintiffs and the Proposed Class necessitated the use of buckets, shovels, gloves, glasses/goggles,  
14 and other tools. Defendants fail to reimburse Plaintiffs and the aggrieved employees for the costs  
15 associated with purchasing and using these tools. Additionally, as discussed above, Defendants  
16 required Plaintiffs and the Proposed Class members to use their own vehicles to travel between  
17 fields in the middle of their shifts. Plaintiffs and the Proposed Class members were not reimbursed  
18 for their vehicle use, such as gas, for travel between Defendants' fields during the course of a work  
19 shift. By failing to provide Plaintiffs and the Proposed Class members with the necessary tools and  
20 transportation reimbursement, Defendants have burdened Plaintiffs and the Proposed Class  
21 members with the cost of tools and using their own vehicles to perform required work.

22           8.       For at least one (1) year prior to the filing of this action continuing to the present,  
23 Defendants have failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-  
24 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements reporting  
25 total hours worked by Plaintiffs and the Proposed Class and the appropriate rate of pay.

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

10. Plaintiffs, on behalf of themselves and all Proposed Class members bring this action pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11140, seeking unpaid wages/overtime, meal and rest period penalties, unreimbursed expenses, accurate itemized wage statements, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

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

12. For at least one (1) year prior to the date of the letter sent to the Labor Workforce and Development Agency (“LWDA”) and Defendants giving notice of the claims pursuant to PAGA, Defendants have violated Labor Code provisions, as detailed below, giving rise to a claim pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or formerly employed by Defendants during the liability period as defined in their PAGA notice letter (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking penalties for Defendant’s violations of Labor §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and IWC Wage Order-14.

## II.

## JURISDICTION AND VENUE

13. This Court has subject matter jurisdiction over all causes of action asserted herein pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

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

1           15.     Venue as to each Defendants are proper in this judicial district, pursuant to Code of  
2 Civil Procedure § 395. Defendants operates within California and does business within Santa  
3 Barbara County. The unlawful acts alleged herein have a direct effect on Plaintiffs and all  
4 Proposed Class Members within the State of California and the county of Santa Barbara.

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

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

12                                 **III.**

13                                 **PARTIES**

14           **A.     PLAINTIFFS**

15          18.     Plaintiffs PEDRO SANTIAGO LOPEZ AKA SANTIAGO LOPEZ and SAUL  
16 GALVEZ ROJAS are residents of California.

17          19.     Plaintiffs and all Proposed Class members, were regularly required to:  
18                 a.     Work without being paid for all hours worked;  
19                 b.     Work without being paid at the appropriate overtime rate;  
20                 c.     Work without being provided compliant meal periods;  
21                 d.     Work without being provided compliant rest periods;  
22                 e.     Work without being reimbursed for necessary tools and equipment and  
23 using personal vehicles for work related purposes;  
24                 f.     Work without Defendants providing accurate itemized wage statements.

25          20.     Defendants willfully failed to compensate Plaintiffs and all Proposed Class  
26 members for wages at the termination of their employment with Defendants.

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

22. 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**

23. Defendant BS TRANSPLANT is believed to be a California corporation operating within the State of California. Defendant’s corporate address, according to the Secretary of State website<sup>1</sup> is believed to be 809 W Della Dr, Santa Maria, CA 93458-3400. Defendant ADAM BROS. FARMING, INC. is believed to be a California corporation operating within the state of California. Defendant’s corporate addresses, according to the Secretary of State website, is believed to be 2101 Sinton Rd, Santa Maria, CA 93458. Defendant AGRO-JAL FARMING ENTERPRISES is believed to be a California corporation operating within the state of California. Defendant’s corporate addresses, according to the Secretary of State website, is believed to be 257 Kathleen Ct, Santa Maria, CA 93458. Upon information and belief, Defendants employed Plaintiffs and similarly situated persons as agricultural employees on an hourly basis within California. Defendants have done and does business throughout the State of California.

24. Defendants issue or caused to be issued, or employ Farm Labor Contractors that issue, payroll checks or payment to Plaintiffs and all other persons similarly situated for agricultural work during the relevant time period. The work was performed for Defendants ADAM BROS. FARMING, INC. and AGRO-JAL FARMING ENTERPRISES.

25. Defendant ADAM BROS. FARMING, INC. utilized, during the relevant time period, Farm Labor Contractors for the provision of agricultural labor, including but not limited to BS TRANSPLANT. Pursuant to California Law, including but not limited to California Labor Code section 2810.3, Defendants ADAM BROS FARMING, INC. are strictly liable for failure to pay wages due to workers hired by BS TRANSPLANT.

26. Defendant AGRO-JAL FARMING ENTERPRISES utilized, during the relevant time period, Farm Labor Contractors for the provision of agricultural labor, including but not limited to BS TRANSPLANT. Pursuant to California Law, including but not limited to California

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

1 Labor Code section 2810.3, Defendants AGRO-JAL FARMING ENTERPRISES are strictly liable  
2 for failure to pay wages due to workers hired by BS TRANSPLANT.

3 27. Plaintiffs provided notice to ADAM BROS FARMING, INC. of these violations  
4 giving rise to liability under section 2810.3 in a letter dated October 17, 2023. A true and correct  
5 copy of their 2810.3 notice letter is attached hereto as Exhibit “4”. A true and correct copy of the  
6 return receipts evidencing Defendants ADAM BROS FARMING, INC. receipt of this letter is  
7 attached hereto as Exhibit “5”.

8 28. Plaintiffs provided notice to AGRO-JAL FARMING ENTERPRISES of these  
9 violations giving rise to liability under section 2810.3 in a letter dated October 17, 2023. A true  
10 and correct copy of their 2810.3 notice letter is attached hereto as Exhibit “6”. A true and correct  
11 copy of the return receipts evidencing Defendants AGRO-JAL FARMING ENTERPRISES  
12 receipt of this letter is attached hereto as Exhibit “7”.

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

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

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

1 Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class.

2 32. Defendants are engaged in the operation of agricultural fields for production of  
3 cannabis, as described above. Defendants also own and operate packing facilities in or near Santa  
4 Barbara County, California, to sort, grade, package and distribute crops harvested by Plaintiffs. At  
5 all times mentioned herein, Defendants employed Plaintiffs and members of the Proposed Class  
6 as non-exempt employees in Defendants' agricultural field operations.

7 33. Defendants issued or cause to be issued, or employed FLCs that issue, during the  
8 relevant period, payroll checks to Plaintiffs and members of the Proposed Class for agricultural  
9 work performed for Defendants.

10 34. Defendants are, and during the relevant period has been, engaged in the business of  
11 cultivating, harvesting and packing crops as described above.

12 35. With respect to the events at issue in this case, Defendants acted as employer of  
13 Plaintiffs and members of the Proposed Class. Defendants are liable for the wage violations alleged  
14 herein, pursuant to California law, including, but not limited to California Labor Code section  
15 2810.3.

16 36. As the employer of Plaintiffs and the Proposed Class, Defendants are liable for the  
17 violations of law described in this Complaint. See Cal. Labor Code section 2810.3.

18 37. Plaintiffs have complied with Cal. Labor Code section 2810.3, because more than  
19 thirty (30) days prior to the filing of the complaint, Plaintiffs notified Defendants of the violations  
20 alleged in this complaint.

#### 21 **IV.**

#### 22 **FACTUAL BACKGROUND**

23 38. Plaintiffs and the Proposed Class are, and at all relevant times have been, non-  
24 exempt employees within the meaning of the California Labor Code § 500, *et seq.*, and the rules  
25 and regulations of California Industrial Welfare Commission ("IWC") Wage Order No. 14-2001  
26 [8 Cal. Code of Regs. § 11140] ("IWC Wage Order 14"), working in the cultivation and harvest  
27 of crops on land owned, leased, managed and/or operated, harvested or otherwise made productive  
28 by Defendants in or near Santa Barbara County, California.

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

4           40.     From at least four (4) years prior to the filing of this action continuing to the present,  
5 Defendants have had a consistent policy of failing to pay wages and/or overtime to all Proposed  
6 Class Members. Specifically, Plaintiffs and the Proposed Class were not properly compensated for  
7 all hours worked because Defendants failed to pay Plaintiffs and the Proposed Class for each and  
8 every hour worked. Plaintiffs and the Proposed Class routinely worked “off the clock” and  
9 performed compensable activities before, during, and after each working shift for which no pay  
10 was provided. With regard to pre-shift work, Plaintiffs and the Proposed Class are required to  
11 report to work prior to their scheduled shift and perform work, but are routinely told by Defendants  
12 to wait anywhere approximately ten (10) to twenty (20) minutes before Plaintiffs and the Proposed  
13 Class can begin their scheduled shifts. Additionally, Plaintiffs and the Proposed Class required to  
14 prepare Defendants’ tools, such as a shovel and bucket that hangs at the employee’s waist, and  
15 collect boxes from a trailer, all of which is performed while “off the clock”. Sometimes, the  
16 Plaintiffs and the Proposed Class are also required to wait approximately thirty (30) minutes for  
17 the crops to be ready before they can begin working. In the middle of their shifts, Defendants  
18 required Plaintiffs and the Proposed Class to travel between fields once they are done picking at  
19 one field. With regard to post-shift work, at the end of each working shift Plaintiffs and the  
20 Proposed Class are required to spend approximately twelve (12) minutes after their scheduled shift  
21 has ended cleaning machines and tools, putting away tools and other work-related equipment, and  
22 covering boxes with tarps. Defendants failed to record the waiting time, including work performed  
23 off-the-clock, and failed to compensate Plaintiffs and the Proposed Class for all hours worked.

24           41.     For at least four (4) years prior to the filing of this action and continuing to the  
25 present, Plaintiff and all Proposed Class members have been forced by Defendants to work over  
26 five (5) hours in one day without being provided a thirty (30) minute compliant meal break and  
27 not being compensated one (1) hour of pay at their regular rate of compensation for each workday  
28 that a meal period was not provided or provided after five (5) hours, all in violation of California

labor laws, regulations, and Industrial Welfare Commission Wage Orders. Defendants also failed to inform Plaintiffs and the members of the Proposed Class of their right to take compliant meal periods by way of a lawful policy.

42. For at least four (4) years prior to the filing of this action and continuing to the present, Defendants have had a consistent policy of failing to provide all required rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided, as required by California state wage and hour laws. Defendants also failed to inform Plaintiffs and the members of the Proposed Class of their right to take compliant rest periods by way of a lawful policy.

43. On a regular and consistent basis, Plaintiffs and the Proposed Class have not been properly reimbursed expenses associated with the cost of tools and using their own vehicles to perform required work.

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

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

46. As a result of the acts alleged herein, Defendants violated Labor Code §2699, *et seq.*

## **V.**

### **CLASS ACTION ALLEGATIONS**

47. 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 seeks to represent a proposed class composed of and defined as follows:

All non-exempt employees who are employed or have been

employed by, or who have worked for BS TRANSPLANT; ADAM BROS. FARMING, INC.; AGRO-JAL FARMING ENTERPRISES, in the State of California for one or more pay period since four (4) years prior to the filing of this action to the present plus any additional time during which the statutes of limitation for the causes of action herein were tolled pursuant to Emergency Rule 9 of the California Rules of Court, the ‘Emergency Rules Related to COVID-19. (“Proposed Class”)

48. 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.

49. 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 Class are easily ascertainable.

**A. NUMEROSITY**

50. 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 Defendants currently employ, and during the relevant time periods employed over 50 members of the Proposed Class.

51. 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**

52. 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 § 226.7, 512 and IWC Wage Order 14-2001 or other applicable IWC Wage Orders by failing to inform Plaintiffs and the

1 Proposed Class of their right to take meal periods and by way of a lawful policy and failing to  
2 provide required meal periods throughout the term of employment and/or failing to compensate  
3 said employees one (1) hour of wages at their regular rate of compensation in lieu of meal periods;

4 c. Whether Defendants violated Labor Code § 226.7 and IWC Wage Order 14  
5 -2001 or other applicable IWC Wage Orders, by failing to inform Plaintiffs and the Proposed Class  
6 of their right to take rest periods and failing to provide all required rest periods throughout the term  
7 of employment and failing to compensate said employees one (1) hours wages in lieu of rest  
8 periods;

9 d. Whether Defendants violated Labor Code § 2802 and/or Wage Order 14-  
10 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the  
11 cost of tools and using their own vehicles to perform required work;

12 e. Whether Defendants violated Labor Code § 226(a) and Wage Order 14-  
13 2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11140 by failing  
14 to provide an accurate itemized wage statements that accurately report the total hours worked and  
15 the applicable rates, including meal/rest period premiums, for Plaintiffs and the members of the  
16 Proposed Class;

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

20 g. Whether Defendants violated § 17200, *et seq.* of the Business & Professions  
21 Code by engaging in the acts previously alleged; and

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

24 i. Whether Defendants violated Labor Code § 2699, *et seq.* by engaging in the  
25 acts alleged herein.

26 **C. TYPICALITY**

27 53. The claims of Plaintiffs are typical of the claims of the Proposed Class. Plaintiffs  
28 and all members of the Proposed Class sustained injuries and damages arising out of and caused

by Defendants' common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

**D. ADEQUACY OF REPRESENTATION**

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

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

**E. SUPERIORITY OF CLASS ACTION**

56. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendants' illegal policy and/or practice of failing to pay all wages due, failing to provide compliant meal and rest periods, failing to reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

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

**VI.**

**FIRST CAUSE OF ACTION**

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

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

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

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

59. Defendants have violated Labor Code §§ 510, 1194, 1194.2 and 1199. These

1 statutes require an employer to compensate its employees at the minimum wage rate for all hours  
2 worked and at a rate of no less than one and one-half times the regular rate of pay for any work in  
3 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

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

12 61. With regard to pre-shift work, Plaintiffs and the Proposed Class are required to  
13 report to work prior to their scheduled shift and perform work but are routinely told by Defendants  
14 to wait anywhere approximately ten (10) to twenty (20) minutes before Plaintiffs and the Proposed  
15 Class can begin their scheduled shifts. Specifically, Defendants’ foreman and/or supervisor writes  
16 Plaintiffs’ and the Proposed Class’s names in a notebook and then requires Plaintiffs and the  
17 Proposed Class to sign-in. Additionally, Plaintiffs and the Proposed Class are required to prepare  
18 Defendants’ tools, such as a shovel and bucket that hangs at the employee’s waist, and collect  
19 boxes from a trailer, all of which is performed while “off the clock”. Sometimes, the Plaintiffs and  
20 the Proposed Class are also required to wait approximately thirty (30) minutes for the crops to be  
21 ready before they can begin working. This waiting time and work performed prior to Plaintiffs’  
22 and the Proposed Class’s scheduled shift occurs daily and Plaintiffs and the Proposed Class are  
23 not compensated for this wait time or work performed. These activities and time are compensable,  
24 but Defendants fail to pay Plaintiffs and the Proposed Class for this time worked.

25 62. In the middle of Plaintiffs’ and the Proposed Class’s shifts, Defendants required  
26 Plaintiffs and the Proposed Class to travel between fields once they are done picking at one field.  
27 Plaintiffs and the Proposed Class use their own vehicle(s) to travel to approximately two (2) fields  
28 per shift at least 2-3 times a week. Plaintiffs and the Proposed Class spend about fifteen (15) to

1 twenty (20) minutes traveling between fields. Plaintiffs and the Proposed Class are not  
2 compensated for this travel time, nor are Plaintiffs and the Proposed Class reimbursed for use of  
3 their personal vehicles to perform required work.

4 63. With regard to post-shift work, at the end of each working shift Plaintiffs and the  
5 Proposed Class are required to spend approximately twelve (12) minutes after their scheduled shift  
6 has ended cleaning machines and tools, putting away tools and other work-related equipment, and  
7 covering boxes with tarps. This time spent covering, cleaning and putting equipment away was  
8 performed after being “clocked out” and as such, Plaintiffs and the Proposed Class are not  
9 compensated for this time worked even though this time is compensable.

10 64. Defendants failed to record the waiting time, including work performed off-the-  
11 clock, and failed to compensate Plaintiffs and the Proposed Class members for all hours worked.

12 65. By their policy of requiring Plaintiffs and members of the Proposed Class to work  
13 in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without  
14 compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendants willfully  
15 violated the provisions of Labor Code §§ 510, 1194, 1194.2, and 1199.

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

## 20 **VII.**

### 21 **SECOND CAUSE OF ACTION**

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

#### 23 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

#### 24 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

27 68. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of  
28 compensation for each meal period the employer fails to provide. Employees are entitled to a first

meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period.

69. Defendants failed to maintain a policy informing Plaintiffs and the Proposed Class of these rights.

70. Plaintiffs and the Proposed Class consistently worked shifts over five (5) hours.

71. Defendants failed to provide Plaintiffs and the Proposed Class with proper meal periods of not less than thirty (30) minutes within the first five hours of work as required by the Labor Code during the relevant time period.

72. Defendants have had a consistent policy of failing to pay Plaintiffs and the Proposed Class one (1) hour of pay at the employees' regular rate of compensation for each workday that all required meal periods were not provided, as required by California state wage and hour laws. Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of bonus pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those bonus payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee's base hourly rate. Defendants have had a consistent policy of failing to pay meal period premiums in compliance with California law.

73. Pursuant to Labor Code § 226.7, Plaintiffs and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages at the regular rate of compensation per missed meal break, per day in a sum to be proven at trial.

## **VIII.**

### **THIRD CAUSE OF ACTION**

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

#### **FAILURE TO PROVIDE COMPLIANT REST PERIODS PURSUANT TO**

#### **LABOR CODE § 226.7**

74. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and

incorporates by reference all previous paragraphs.

75. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof).

76. Defendants are required to provide Plaintiffs and the Proposed Class with paid rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendants failed to apprise Plaintiffs and the Proposed Class of their rights associated with paid rest periods and failed to provide all required ten (10) minute rest periods.

77. Further, Plaintiffs and the Proposed Class were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendants have had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

78. Pursuant to Labor Code § 226.7, Plaintiffs and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial

## **IX.**

### **FOURTH CAUSE OF ACTION**

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

#### **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

#### **LABOR CODE § 2802**

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

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

81. Plaintiffs and the Proposed Class are entitled to reimbursement of all business-related expenses they incurred throughout the duration of their employment. Specifically,

1 Defendants have failed to reimburse Plaintiffs and the Proposed Class the cost of using their  
2 personal tools and vehicles for business related purposes.

3 82. During the relevant period, Plaintiffs and the Proposed Class are entitled to  
4 reimbursement of all business-related expenses Plaintiffs and the Proposed Class incurred  
5 throughout the duration of their employment. Specifically, Defendants have failed to reimburse  
6 Plaintiffs and the Proposed Class the cost of using personal tools and vehicles for business related  
7 purposes. Plaintiffs and the Proposed Class are required to purchase tools such, but not limited to,  
8 buckets, shovels, gloves, and glasses/goggles. Defendants fail to reimburse Plaintiffs and the  
9 Proposed Class for the costs associated with purchasing and using these tools.

10 83. Additionally, as discussed above, Defendants required Plaintiffs and the Proposed  
11 Class to use their own vehicle to travel between fields in the middle of their shifts. Plaintiffs and  
12 the Proposed Class were not reimbursed for their vehicle use, such as gas, for travel between  
13 Defendants' fields during the course of a work shift. By failing to provide Plaintiffs and the  
14 Proposed Class with the necessary tools and transportation reimbursement, Defendants have  
15 burdened Plaintiffs and the Proposed Class with the cost of tools and using their own vehicles to  
16 perform required work.

17 84. By failing to provide Plaintiffs and the Proposed Class with the necessary tools and  
18 transportation reimbursement, Defendants have burdened Plaintiffs and the Proposed Class with  
19 the cost of buckets, shovels, gloves, and glasses/goggles, among other tools, and using their own  
20 vehicles to perform required work.

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

24 **X.**

25 **FIFTH CAUSE OF ACTION**

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

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

28 86. Plaintiffs, on behalf of themselves and the Proposed Class, realleges and

incorporates by reference all previous paragraphs.

87. 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).)

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

89. 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, including meal/rest period premiums.

90. Defendants' failure to provide accurate itemized wages statements according to Labor Code § 226(a) was all done on a regular and consistent basis.

91. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or 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), and is entitled to an award of costs and reasonable attorneys' fees.

## **XI.**

### **SIXTH CAUSE OF ACTION**

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

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

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

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

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

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

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

///

**XII.**

## SEVENTH CAUSE OF ACTION

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

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

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

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

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

1           100. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business  
2 practices.

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

10           102. Defendants have violated statutes and public policies as alleged herein. Through  
11 the conduct alleged in this Complaint, Defendants have acted contrary to these public policies,  
12 have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair  
13 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiffs,  
14 and all persons similarly situated, and all interested persons of rights, benefits, and privileges  
15 guaranteed to all employees under law.

16           103. Defendants' conduct, as alleged hereinabove, constitutes unfair competition in  
17 violation of § 17200, *et seq.* of the Business & Professions Code.

18           104. Defendants, by engaging in the conduct herein alleged, either knew or in the  
19 exercise of reasonable care, should have known that the conduct was unlawful. As such it is a  
20 violation of § 17200, *et seq.* of the Business & Professions Code.

21           105. As a proximate result of the above-mentioned acts of Defendants, Plaintiffs and  
22 others similarly situated have been damaged in a sum as may be proven.

23           106. Unless restrained, Defendants will continue to engage in the unlawful conduct as  
24 alleged above. Pursuant to the Business & Professions Code, this court should make such orders  
25 or judgments, including the appointment of a receiver, as may be necessary to prevent the use or  
26 employment by Defendants, its agents, or employees, of any unlawful or deceptive practices  
27 prohibited by the Business & Professions Code, and/or, including but not limited to, restitution  
28 and disgorgement of profits which may be necessary to restore Plaintiffs and members of the

1 proposed Class the money Defendants have unlawfully failed to pay.

2 **XIII.**

3 **EIGHTH CAUSE OF ACTION**

4 **PLAINTIFFS ON BEHALF OF THEMSELVES AND ALL AGGRIEVED EMPLOYEES**

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

6 107. Plaintiffs, on behalf of themselves and all aggrieved employees, realleges and  
7 incorporates by reference all previous paragraphs.

8 108. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs  
9 seeks penalties under Labor Code § 2699, *et seq.* use of Defendant's violation of Labor Code §§  
10 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802; IWC Wage Order 14-2001; and  
11 California Code of Regulations, Title 8, Section 11140, which call for civil penalties.

12 38. Plaintiffs bring this representative action on behalf of themselves and the State of  
13 California as well as a group of aggrieved employees defined as: All non-exempt employees who  
14 are employed or have been employed by, or have performed work for, BS TRANSPLANT;  
15 ADAM BROS. FARMING, INC.; AGRO-JAL FARMING ENTERPRISES, in the State of  
16 California who worked one or more pay periods since one (1) year prior to the date of this letter  
17 and continuing to the present. ("aggrieved employees").

18 109. In addition to the Labor Code violations alleged in detail above, Plaintiffs also  
19 allege a record keeping violation as the basis for a PAGA claim. Defendant did not maintain  
20 accurate records showing when an employee begins and ends each work period as well as records  
21 of meal period for Plaintiffs and the aggrieved employees, in violation of IWC Wage Order 14-  
22 2001

23 110. For at least one (1) year prior to the date of the letter sent to the Labor Workforce  
24 Development Agency and Defendants giving notice of these PAGA claims and continuing to the  
25 present, Defendant has violated IWC Wage Order 14, paragraph 7 with respect to Plaintiffs and  
26 the aggrieved employees. In pertinent part, IWC Wage Orders 14, paragraph 7(A) provides that  
27 every employer shall keep accurate information with respect to each employee including time  
28 records showing when the employee begins and ends each work period and total hours worked in

1 the payroll period.

2 111. Here, in each pay period during the relevant period, Defendants have violated IWC  
3 Wage Order 14 by failing to record accurate information with respect to, among other things, when  
4 Plaintiffs and the aggrieved employees have begun and ended each work shift and the total hours  
5 worked. Additionally, Defendants do not maintain accurate records of meal periods for Plaintiffs  
6 and the aggrieved employees. As such, Defendants have violated this statute and the Wage Order  
7 by failing to keep accurate records.

8 112. Defendants' violation of IWC Wage Order 14-2001 was all done on a regular and  
9 consistent basis.

10 113. As a result of the acts alleged above, Plaintiffs, on behalf of themselves and all  
11 other aggrieved employees, seek penalties under Labor Code section 2699, et seq. because of  
12 Defendant's violation of IWC Wage Order 14-2001, for which a civil penalty applies under PAGA.

13 114. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code §  
14 2699, et seq. because of Defendants' violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510,  
15 512, 1994, 1994.2, 1199, 2802, and IWC Wage Order-14, which call for civil penalties.

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

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

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

20 116. These penalties shall be allocated seventy-five percent (75%) to the LWDA and  
21 twenty-five percent (25%) to the affected employees.

22 117. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the  
23 LWDA<sup>2</sup> and mailed a letter by certified mail to Defendants' entity addresses, which are 809 W  
24 Della Dr., Santa Maria, CA 93456-3400 for BS TRANSPLANT; 2101 Sinton Rd., Santa Maria,  
25 CA, 93458 for ADAM BROS. FARMING, INC.; and 257 Kathleen Ct, Santa Maia, CA 93458 for  
26 AGRO-JAL FARMING ENTERPRISES, as proscribed by the Code on November 16, 2023,

27  
28 <sup>2</sup> 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>).

describing Defendants' conduct in violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and IWC Wage Order 14, (*see* Exhibit "1.") Plaintiffs also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit "2"). Additionally, Plaintiffs received signed green return receipts from Defendants, indicating that it received Plaintiffs' letter. (*see* Exhibit "3").

118. As no letter evidencing the LWDA's intention to investigate was received by Plaintiffs' Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil action as though the LWDA had not chosen to investigate pursuant to Labor Code §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' hourly wage for each meal period missed or taken late from at least four (4) years prior to the filing of this action to the present as may be proven;

3. For compensatory damages in the amount of Plaintiffs' and each Proposed Class members' hourly wage for each rest period missed or taken late from at least four (4) years prior to the filing of this action to the present as may be proven;

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

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

6. For penalties pursuant to Labor Code § 203 for all employees who were terminated

1 or resigned equal to their daily wage times thirty (30) days;

2 7. An award of prejudgment and post judgment interest;

3 8. An order enjoining Defendants and its agents, servants, and employees, and all  
4 persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or  
5 overtime, meal periods, rest periods, unreimbursed expenses, accurate itemized wage statements,  
6 and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7,  
7 510, 512, 1194, 1194.2, 1199, and 2802, and IWC 14-2001;

8 9. For restitution for unfair competition pursuant to Business & Professions Code  
9 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

10 10. For penalties under Labor Code §2699, *et seq.* for Defendants' violation of Labor  
11 Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and IWC Wage Order  
12 14;

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

14 12. An award of attorneys' fees; and

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

16 **DEMAND FOR JURY TRIAL**

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

18  
19 DATED: April 3, 2024

KINGSLEY & KINGSLEY, APC

20  
21 By: 

Liane Katzenstein Ly

22 Attorneys for Plaintiffs and the Proposed Class  
23  
24  
25  
26  
27  
28

# **EXHIBIT "1"**

# KINGSLEY & KINGSLEY

| L A W Y E R S |

November 16, 2023

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

Adam Bros. Farming, Inc.  
c/o Agent for Service of Process  
Kieran L Adam  
2101 Sinton Rd  
Santa Maria, CA 93458  
*Via Certified Mailing #7022 3330 0002 1335 8691*

Agro-Jal Farming Enterprises  
C/o Agent for Service of Process  
Particia Ponce  
257 Kathleen Ct  
Santa Maria, CA 93458  
*Via Certified Mailing #7022 3330 0002 1335 8684*

Agro-Jal Farming Enterprises  
PO BOX 1862  
Santa Maria, CA 93458  
*Via Certified Mailing #7022 3330 0002 1335 8677*

Elizabeth Bucio DBA BS TRANSPLANT  
809 W Della Dr  
Santa Maria, CA 93458-3400  
*Via Certified Mailing #7022 3330 0002 1335 8660*

BS TRANSPLANT  
809 W Della Dr  
Santa Maria, CA 93458-3400  
*Via Certified Mailing #7022 3330 0002 1335 8615*

Re: Pedro Santiago Lopez AKA Santiago Lopez; Saul Galvez Rojas v. BS  
TRANSPLANT; ADAM BROS. FARMING, INC.; AGRO-JAL FARMING  
ENTERPRISES  
*California Labor Code § 2699 Penalties*

LABOR & WORKFORCE DEVELOPMENT AGENCY

*California Labor Code §2699 Penalties*

November 16, 2023

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Gentlepersons:

This office represents Pedro Santiago Lopez AKA Santiago Lopez and Saul Galvez Rojas (collectively, “Plaintiffs”) and a proposed group of current and former employees working for BS TRANSPLANT; ADAM BROS. FARMING, INC.; AGRO-JAL FARMING ENTERPRISES (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 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 non-exempt employees who are employed or have been employed by, or have performed work for, BS TRANSPLANT; ADAM BROS. FARMING, INC.; AGRO-JAL FARMING ENTERPRISES, in the State of California for one or more pay periods since one (1) year prior to the date of this letter and continuing to the present. (“aggrieved employees”).

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

Defendants have 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.

Here, Defendants have 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 Defendants 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, Plaintiffs and the aggrieved employees are required to report to work prior to their scheduled shift and perform work but are routinely told by Defendants to wait anywhere approximately ten (10) to twenty (20) minutes before Plaintiffs and the aggrieved employees can begin their scheduled shifts. Specifically, Defendants’ foreman and/or supervisor

## LABOR & WORKFORCE DEVELOPMENT AGENCY

### *California Labor Code §2699 Penalties*

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writes Plaintiffs' and the aggrieved employees' names in a notebook and then requires Plaintiffs and the aggrieved employees to sign-in. Additionally, Plaintiffs and the aggrieved employees are required to prepare Defendants' tools, such as a shovel and bucket that hangs at the employee's waist, and collect boxes from a trailer, all of which is performed while "off the clock". Sometimes, the Plaintiffs and the aggrieved employees are also required to wait approximately thirty (30) minutes for the crops to be ready before they can begin working. This waiting time and work performed prior to Plaintiffs' and the aggrieved employees' scheduled shift occurs daily and Plaintiffs and the aggrieved employees are not compensated for this wait time or work performed. These activities and time are compensable, but Defendants fail to pay Plaintiffs and the aggrieved employees for this time worked.

In the middle of Plaintiffs' and the aggrieved employees' shifts, Defendants required Plaintiffs and the aggrieved employees to travel between fields once they are done picking at one field. Plaintiffs and the aggrieved employees use their own vehicle(s) to travel to approximately two (2) fields per shift at least 2-3 times a week. Plaintiffs and the aggrieved employees spend about fifteen (15) to twenty (20) minutes traveling between fields. Plaintiffs and the aggrieved employees are not compensated for this travel time, nor are Plaintiffs and the aggrieved employees reimbursed for use of their personal vehicles to perform required work.

With regard to post-shift work, at the end of each working shift Plaintiffs and the aggrieved employees are required to spend approximately twelve (12) minutes after their scheduled shift has ended cleaning machines and tools, putting away tools and other work-related equipment, and covering boxes with tarps. This time spent covering, cleaning and putting equipment away was performed after being "clocked out" and as such, Plaintiffs and the aggrieved employees are not compensated for this time worked even though this time is compensable.

Defendants fails to record the waiting time, including work performed off-the-clock, and failed to compensate Plaintiffs and the aggrieved employees for all hours worked.

In pertinent part, IWC Wage Orders 14, paragraph 7(A) provides that every employer shall keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period and total hours worked in the payroll period. Here, in each pay period during the relevant period, Defendants have violated IWC Wage Order 14 by failing to record accurate information with respect to, among other things, when Plaintiffs and the aggrieved employees have begun and ended each work shift and the total hours worked. Additionally, Defendants do not maintain accurate records of meal periods for Plaintiffs and the aggrieved employees. As such, Defendants have violated this statute and the Wage Order by failing to keep accurate records.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hour

## LABOR & WORKFORCE DEVELOPMENT AGENCY

### *California Labor Code §2699 Penalties*

November 16, 2023

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of the shift. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner

Defendants failed to apprise Plaintiffs and the aggrieved employees of their rights associated with meal periods and failed to provide compliant meal periods. Defendants have had a consistent policy of: (1) failing to provide Plaintiffs and the aggrieved employees compliant meal periods; and (2) failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the complaint meal period was not provided.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendants have had a consistent policy of failing to pay meal period premiums in compliance with California law.

Pursuant to Labor Code § 226.7 and Wage Order 14-2001, employers are required to provide employees with paid rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendants fail to apprise Plaintiffs and the aggrieved employees of their rights associated with rest periods and failed to provide all required ten (10) minute rest periods. In addition, Plaintiffs and the aggrieved employees were not compensated with one (1) hour of wages for each compliant rest period not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Defendants have had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. During the relevant period, Plaintiffs and the aggrieved employees are entitled to reimbursement of all business-related expenses Plaintiffs and the aggrieved employees incurred throughout the duration of their employment. Specifically, Defendants have failed to reimburse Plaintiffs and the aggrieved employees the cost of using personal tools and vehicles for business related purposes. Plaintiffs and the aggrieved employees are required to purchase tools such, but not limited to, buckets, shovels, gloves, and glasses/goggles. Defendants fail to reimburse Plaintiffs and the aggrieved

## LABOR & WORKFORCE DEVELOPMENT AGENCY

### *California Labor Code §2699 Penalties*

November 16, 2023

Page 5 of 6

employees for the costs associated with purchasing and using these tools. Additionally, as discussed above, Defendants required Plaintiffs and the aggrieved employees to use their own vehicle to travel between fields in the middle of their shifts. Plaintiffs and the aggrieved employees were not reimbursed for their vehicle use, such as gas, for travel between Defendants' fields during the course of a work shift. By failing to provide Plaintiffs and the aggrieved employees with the necessary tools and transportation reimbursement, Defendants have burdened Plaintiffs and the aggrieved employees with the cost of tools and using their own vehicles to perform required work.

As a result of the claims alleged above, Defendants 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 have violated Labor Code §226(a) with respect to Plaintiffs and all aggrieved employees.

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

Labor Code § 203(a) provides: If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. The aggrieved employees, including Plaintiffs, no longer work for Defendants. Furthermore, Defendants' work is seasonal. This means that Plaintiffs and all aggrieved employees did not receive all wages owed when they were discharged, laid off, or quit each season. As such, Defendants have failed to pay Plaintiffs and the aggrieved employees all wages owed to them at the time they quit or are laid off or discharged, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

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), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and IWC Wage Order-14 with or without the PAGA claim. Thus, any action by the LWDA would not

LABOR & WORKFORCE DEVELOPMENT AGENCY

*California Labor Code §2699 Penalties*

November 16, 2023

Page **6** of **6**

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 & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/km

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

# **EXHIBIT "2"**



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 \*

Liane

Your Last Name \*

Ly

Firm Name (if any) \*

Kingsley & Kingsley, APC

Your Email Address \*

kimberly@kingsleykingsley

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

Your Street Name, Number and Suite/Apt \*

16133 Ventura Blvd., Ste 1

Your Mobile Phone Number

8189908300

Your City \*

Encino

Your Work Phone Number

Your State \*

California

Your Zip/Postal Code \*

91436



#### Plaintiff Information

Plaintiff/Aggrieved Employee Name \*

Pedro Santiago Lopez AKA Santiago Lo

Plaintiff/Aggrieved Employee Occupation \*

farm worker

### 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 \*

#### Employer City \*

#### Employer State \*

#### Employer Zip/Postal Code \*

#### Employer Industry \*

### 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

#### Employer Name \*

Maximum 80 Character Limit

#### Employer Street Name, Number and Suite/Apt \*

#### Employer City \*

#### Employer State \*

#### Employer Zip/Postal Code \*

#### Employer Industry \*

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Please select... ▼

Employer Name \*

Agro-Jal Farming Enterprises

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt \*

PO BOX 1862

Employer City \*

Santa Maria

Employer State \*

California ▼

Employer Zip/Postal Code \*

93458



Employer Industry \*

Agriculture ▼

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Please select... ▼

Employer Name \*

Elizabeth Bucio DBA BS TRANSPLANT

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt \*

809 W Della Dr

Employer City \*

Santa Maria

Employer State \*

California ▼

Employer Zip/Postal Code \*

93458-3400



Employer Industry \*

Agriculture ▼

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Please select... ▼

Employer Name \*

BS TRANSPLANT

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt \*

809 W Della Dr

Employer City \*

Santa Maria

Employer State \*

California ▼

Employer Zip/Postal Code \*

93458-3400



Employer Industry \*

Agriculture ▼

[Add Additional Employers](#)

Notice General Information

**Estimated Number of Employees Impacted by Violations \***

50

Notice Violations – Check All that Apply \*

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

Child Labor – Specify Ages

**Provide Details of Other Violation \***

Violation of IWC Wage Order 14

**Other(Maybe Multiple)**

☐ Other Violation

**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 \***

Eric

**Billing Last Name \***

Kingsley

**Billing Email \***

kimberly@kingsleykingsley

**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

#### Notice and Other Attachments

**PAGA Claim Notice (must be a .pdf) \***

LWDA Letter ...Transplant.pdf

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

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact [PAGAInfo@dir.ca.gov](mailto:PAGAInfo@dir.ca.gov)

**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.**

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  
<lwdadonotreply@dir.ca.gov>  
**Sent:** Thursday, November 16, 2023 9:55 AM  
**To:** Kimberly Madrid  
**Subject:** Thank you for submission of your PAGA Case.

External Email!

11/16/2023

LWDA Case No. LWDA-CM-994731-23  
Law Firm : Kingsley & Kingsley, APC  
Plaintiff Name : Pedro Santiago Lopez AKA Santiago Lopez, Saul Galvez Rojas  
Employer: Adam Bros. Farming, Inc.  
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.

If you have questions or concerns regarding this submission or your case, please send an email to [pagainfo@dir.ca.gov](mailto:pagainfo@dir.ca.gov).

DIR PAGA Unit on behalf of  
Labor and Workforce Development Agency

Website:

[https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate\\_Attorneys\\_General\\_Act.htm&data=05%7C01%7Ckimberly%40kingsleykingsley.com%7C127628858c4c40e8c44508dbe6cd3530%7C121a7875dbcb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638357541282798540%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=q%2BNCMw%2BUWBUSu6A3ryhYUtEyz%2FS59FcQ302gLhtQEoA%3D&reserved=0](https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7Ckimberly%40kingsleykingsley.com%7C127628858c4c40e8c44508dbe6cd3530%7C121a7875dbcb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638357541282798540%7CUnknown%7CTWFpbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTil6lk1haWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=q%2BNCMw%2BUWBUSu6A3ryhYUtEyz%2FS59FcQ302gLhtQEoA%3D&reserved=0)

---

**From:** noreply@salesforce.com on behalf of LWDA DO NOT REPLY  
<lwdadonotreply@dir.ca.gov>  
**Sent:** Thursday, November 16, 2023 9:56 AM  
**To:** Kimberly Madrid  
**Subject:** State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-994731-23

Order Number: ORD-000260380

Total:\$75.00

Card Type: XXXXXXXXXX

Date: 11/16/2023

---

Billing Information

Name: Eric Kingsley

Email: kimberly@kingsleykingsley.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:  
Elizabeth Bucio DBA BS TRANSPLANT  
809 W Della Dr  
Santa Maria, CA 93458-3400



9590 9402 8465 3186 4296 24

2. Article Number (Transfer from service label)

7022 3330 0002 1335 8660

**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

☐ 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

USPS TRACKING #



9590 9402 8465 3186 4296 24



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

United States  
Postal Service

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

**KINGSLEY & KINGSLEY**  
A PROFESSIONAL CORPORATION  
CITY NATIONAL BANK BUILDING  
16133 VENTURA BOULEVARD, SUITE 1200  
ENCINO, CALIFORNIA 91436

PAGA LETTER  
BS TRANSPLANT



## 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:  
Adam Bros. Farming, Inc.  
c/o Agent for Service of Process  
Kieran L Adam  
2101 Sinton Rd  
Santa Maria, CA 93458



9590 9402 8465 3186 4296 55

2. Article Number (Transfer from service label)  
7022 3330 0002 1335 8691

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X *Anita Mendez*☐ Agent☐ Addressee

## B. Received by (Printed Name)

*Anita Mendez*

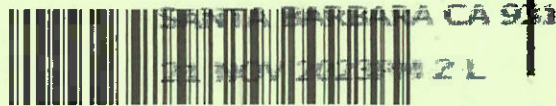
## C. Date of Delivery

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

USPS TRACKING#



SANTA BARBARA CA 931

12 NOV 2013 PM 2 L

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

9590 9402 8465 3186 4296 55

United States  
Postal Service

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

**KINGSLEY & KINGSLEY**

A PROFESSIONAL CORPORATION

CITY NATIONAL BANK BUILDING

16133 VENTURA BOULEVARD, SUITE 1200

ENCINO, CALIFORNIA 91436

PAGA LETTER  
BS TRANSPLANT



## 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:  
Agro-Jal Farming Enterprises  
C/o Agent for Service of Process  
Particia Ponce  
257 Kathleen Ct  
Santa Maria, CA 93458



9590 9402 8465 3186 4296 48

2. Article Number (Transfer from service label)

7022 3330 0002 1335 8684

## COMPLETE THIS SECTION ON DELIVERY

A. Signature

X Ale Ponce

☐ Agent☐ Addressee

B. Received by (Printed Name)

Ale Ponce

C. Date of Delivery

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

NOV 21 2023

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

USPS TRACKING #



9590 9402 8465 3186 4296 48



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

United States  
Postal Service

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

**KINGSLEY & KINGSLEY**  
A PROFESSIONAL CORPORATION  
CITY NATIONAL BANK BUILDING  
16133 VENTURA BOULEVARD, SUITE 1200  
ENCINO, CALIFORNIA 91436

PAGA LETTER  
BS TRANSPLANT

**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:  
 Agro-Jal Farming Enterprises  
 PO BOX 1862  
 Santa Maria, CA 93458



9590 9402 8465 3186 4296 31

2. Article Number (Transfer from service label)

7022 3330 0002 1335 8677

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

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X *Ale Ponce*

☐ Agent

☐ Addressee

B. Received by (Printed Name)

*Ale Ponce*

C. Date of Delivery

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

NOV 21 2023

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™

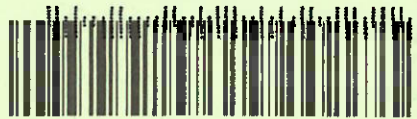
☐ Registered Mail Restricted Delivery

☐ Signature Confirmation™

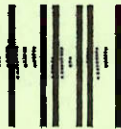
☐ Signature Confirmation Restricted Delivery

Domestic Return Receipt

USPS TRACKING #



9590 9402 8465 3186 4296 31



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

United States  
Postal Service

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

**KINGSLEY & KINGSLEY**  
A PROFESSIONAL CORPORATION  
CITY NATIONAL BANK BUILDING  
16133 VENTURA BOULEVARD, SUITE 1200  
ENCINO, CALIFORNIA 91436

PAGA LETTER  
BS TRANSPLANT

# **EXHIBIT "4"**

# KINGSLEY & KINGSLEY

| L A W Y E R S |

October 17, 2023

Adam Bros. Farming, Inc.  
c/o Agent for Service of Process  
Kieran L Adam  
2101 Sinton Rd  
Santa Maria, CA 93458  
*Via Certified Mailing #7022 3330 0002 1335 8424*

***Re: Santiago Lopez v. Adam Bros. Farming, Inc.***

Gentlepersons:

This office represents Santiago Lopez (“Employee”), and other aggrieved employees. Employee is a former employee of Adam Bros. Farming, Inc. (“Employer”) in the State of California. We herein set forth the facts and theories of California Labor Code violations which we allege Employer engaged in with respect to Employee. Employer is liable for the wage and hour violations alleged in this letter pursuant to California Labor Code section 2810.3.

## **Labor Code Section 2810.3**

Employer is a “Client Employer[s]” within the meaning of Labor Code section 2810.3. Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and liability for all workers supplied by that labor contractor for, among other things, the payment of wages and failure to secure valid workers’ compensation coverage. A “Labor Contractor” is defined as an “individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer’s usual course of business.” A “Client Employer” is defined as “...a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor.”

Elizabeth Bucio DBA Bs Transplant is the Client Employer.

Here, Employer issued or cause to be issued, or employed Farm Labor Contractors that issued or caused to be issued, during the relevant time period, payroll checks or payment to Employee for agricultural work performed for Employer as labor contractors covered by Labor Code section 2810.3.

In other words, Employer employed and/or retained, during the relevant time period, Farm Labor Contractors for provision of agricultural labor. Employer now attempts to abrogate Client Employer liability and instead posits that Labor Contractors assumed sole liability for any

California Labor Code violations regarding Employee's employment. However, pursuant to California labor law, including but not limited to California Labor Code section 2810.3, Employer is strictly liable for failure to pay all wages due and owed to workers hired through Farm Labor Contractors, or Labor Contractors, as alleged herein.

### **Labor Code Violations**

Employee worked for Employers in or near Santa Barbara County, California as a seasonal agricultural worker. Employee worked in the cultivation and harvest of celery, lettuce, and cauliflower, and doing other agricultural work, on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Employer.

Employer 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.

Here, Employer has had a consistent policy of failing to pay wages and/or overtime to Employee. Employee was not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Employee was not properly compensated for all hours worked, because Employer fails to pay Employee for each and every hour worked. Employee 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, Employee is required to report to work prior to Employee's scheduled shift and perform work but is routinely told by Employer to wait anywhere approximately ten (10) to twenty (20) minutes before Employee can begin Employee's scheduled shifts. Specifically, Employer's foreman and/or supervisor writes Employee's name in a notebook and then requires Employee to sign-in. Additionally, Employee is required to prepare Employee's tools, such as a shovel and bucket that hangs at the Employee's waist, and collect boxes from a trailer, all of which is performed while "off the clock". Sometimes, the Employee is also required to wait approximately thirty (30) minutes for the crops to be ready before Employee can begin working. This waiting time and work performed prior to the Employee's scheduled shift occurs daily and Employee is not compensated for this wait time or work performed. These activities and time are compensable, but Employer fails to pay Employee for this time worked.

In the middle of Employee's shifts, Employer required Employee to travel between fields once Employee is done picking at one field. Employee uses Employee's own vehicle(s) to travel to approximately two (2) fields per shift at least 2-3 times a week. Employee spends about fifteen (15) to twenty (20) minutes traveling between fields. Employee is not compensated for this travel time, nor is Employee reimbursed for use of Employee's personal vehicle to perform required work.

With regard to post-shift work, at the end of each working shift Employee is required to spend approximately twelve (12) minutes after Employee's scheduled shift has ended cleaning machines and tools, putting away tools and other work-related equipment, and covering boxes with tarps. This time spent covering, cleaning and putting equipment away was performed after being "clocked out" and as such, Employee is not compensated for this time worked even though this time is compensable.

Employer fails to record the waiting time, including work performed off-the-clock, and failed to compensate Employee for all hours worked.

In pertinent part, IWC Wage Orders 14, paragraph 7(A) provides that every employer shall keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period and total hours worked in the payroll period. Here, in each pay period during the relevant period, Employer has violated IWC Wage Order 14 by failing to record accurate information with respect to, among other things, when Employee has begun and ended each work shift and the total hours worked. Additionally, Employer does not maintain accurate records of meal periods for Employee. As such, Employer has violated this statute and the Wage Order by failing to keep accurate records.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of a least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hour of the shift. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner

Employer fails to apprise Employee of Employee's rights associated with meal periods and failed to provide compliant meal periods. Employer has had a consistent policy of: (1) failing to provide Employee compliant meal periods; and (2) failing to pay Employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the complaint meal period was not provided.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an Employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Employer has had a consistent policy of failing to pay meal period premiums in compliance with California law.

Pursuant to Labor Code § 226.7 and Wage Order 14-2001, employers are required to provide employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Employer fails to apprise Employee of Employee's rights associated with rest periods and failed to provide all required ten (10) minute rest periods. In addition, Employee was not compensated with one (1) hour of wages for each compliant rest period not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Employer has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. During the relevant period, Employee is entitled to reimbursement of all business-related expenses Employee incurred throughout the duration of Employee's employment. Specifically, Employer has failed to reimburse Employee the cost of using personal tools and vehicles for business related purposes. Employee is required to purchase tools such, but not limited to, buckets, shovels, gloves, and glasses/goggles. Employer fails to reimburse Employee for the costs associated with purchasing and using these tools. Additionally, as discussed above, Employer required Employee to use Employee's own vehicle to travel between fields in the middle of Employee's shifts. Employee was not reimbursed for Employee's vehicle use, such as gas, for travel between Employer's fields during the course of a work shift. By failing to provide Employee with the necessary tools and transportation reimbursement, Employer has burdened Employee with the cost of tools and using Employee's own vehicles to perform required work.

As a result of the claims alleged above, Employer 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. Employee is issued wage statements that do not include the total hours worked by the Employee.

Also, Employer issued to Employee 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 Employee did not include the hours worked at each hourly rate, including meal/rest period premiums.

Labor Code § 203(a) provides: If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. Employee no longer works for Employer. Furthermore, Employer's work is seasonal. This means that Employee did not receive all wages owed when Employee was discharged, laid off, or quit each season. As such, Employer has failed to pay Employee all wages owed to Employee at the time Employee quit or is laid off or discharged and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

### **Conclusion**

On behalf of the Employee and in compliance with Labor Code section 2810.3 and statutory notice, consider this correspondence notice that we plan on moving forward with the filing of an amended complaint alleging the causes of action as described above pursuant to the following Labor Code violations: 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802 and IWC Wage Order-14. Pursuant to Labor Code section 2810.3, Employer will be liable as Employee's joint-employer with Field Labor Contractors.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly  
Attorneys for Employee

LKL/km

- Cc:
1. Martinez Aguilaoscho Law, Inc., P.O. Box 1998, Bakersfield, CA93303
  2. Elizabeth Bucio DBA BS TRANSPLANT, 809 W Della Dr, Santa Maria, CA 93458-3400
  3. BS TRANSPLANT, 809 W Della Dr, Santa Maria, CA 93458-3400

# KINGSLEY & KINGSLEY

| L A W Y E R S |

October 17, 2023

Adam Bros. Farming, Inc.  
c/o Agent for Service of Process  
Kieran L Adam  
2101 Sinton Rd  
Santa Maria, CA 93458  
*Via Certified Mailing #7022 3330 0002 1335 8424*

**Re: *Saul Galvez Rojas v. Adam Bros. Farming, Inc.***

Gentlepersons:

This office represents Saul Galvez Rojas (“Employee”), and other aggrieved employees. Employee is a former employee of Adam Bros. Farming, Inc. (“Employer”) in the State of California. We herein set forth the facts and theories of California Labor Code violations which we allege Employer engaged in with respect to Employee. Employer is liable for the wage and hour violations alleged in this letter pursuant to California Labor Code section 2810.3.

## **Labor Code Section 2810.3**

Employer is a “Client Employer[s]” within the meaning of Labor Code section 2810.3. Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and liability for all workers supplied by that labor contractor for, among other things, the payment of wages and failure to secure valid workers’ compensation coverage. A “Labor Contractor” is defined as an “individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer’s usual course of business.” A “Client Employer” is defined as “...a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor.”

Elizabeth Bucio DBA Bs Transplant is the Client Employer.

Here, Employer issued or cause to be issued, or employed Farm Labor Contractors that issued or caused to be issued, during the relevant time period, payroll checks or payment to Employee for agricultural work performed for Employer as labor contractors covered by Labor Code section 2810.3.

In other words, Employer employed and/or retained, during the relevant time period, Farm Labor Contractors for provision of agricultural labor. Employer now attempts to abrogate Client Employer liability and instead posits that Labor Contractors assumed sole liability for any

California Labor Code violations regarding Employee's employment. However, pursuant to California labor law, including but not limited to California Labor Code section 2810.3, Employer is strictly liable for failure to pay all wages due and owed to workers hired through Farm Labor Contractors, or Labor Contractors, as alleged herein.

### **Labor Code Violations**

Employee worked for Employers in or near Santa Barbara County, California as a seasonal agricultural worker. Employee worked in the cultivation and harvest of celery, lettuce, and cauliflower, and doing other agricultural work, on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Employer.

Employer 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.

Here, Employer has had a consistent policy of failing to pay wages and/or overtime to Employee. Employee was not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Employee was not properly compensated for all hours worked, because Employer fails to pay Employee for each and every hour worked. Employee 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, Employee is required to report to work prior to Employee's scheduled shift and perform work but is routinely told by Employer to wait anywhere approximately ten (10) to twenty (20) minutes before Employee can begin Employee's scheduled shifts. Specifically, Employer's foreman and/or supervisor writes Employee's name in a notebook and then requires Employee to sign-in. Additionally, Employee is required to prepare Employee's tools, such as a shovel and bucket that hangs at the Employee's waist, and collect boxes from a trailer, all of which is performed while "off the clock". Sometimes, the Employee is also required to wait approximately thirty (30) minutes for the crops to be ready before Employee can begin working. This waiting time and work performed prior to the Employee's scheduled shift occurs daily and Employee is not compensated for this wait time or work performed. These activities and time are compensable, but Employer fails to pay Employee for this time worked.

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With regard to post-shift work, at the end of each working shift Employee is required to spend approximately twelve (12) minutes after Employee's scheduled shift has ended cleaning machines and tools, putting away tools and other work-related equipment, and covering boxes with tarps. This time spent covering, cleaning and putting equipment away was performed after being "clocked out" and as such, Employee is not compensated for this time worked even though this time is compensable.

Employer fails to record the waiting time, including work performed off-the-clock, and failed to compensate Employee for all hours worked.

In pertinent part, IWC Wage Orders 14, paragraph 7(A) provides that every employer shall keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period and total hours worked in the payroll period. Here, in each pay period during the relevant period, Employer has violated IWC Wage Order 14 by failing to record accurate information with respect to, among other things, when Employee has begun and ended each work shift and the total hours worked. Additionally, Employer does not maintain accurate records of meal periods for Employee. As such, Employer has violated this statute and the Wage Order by failing to keep accurate records.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of a least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hour of the shift. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner

Employer fails to apprise Employee of Employee's rights associated with meal periods and failed to provide compliant meal periods. Employer has had a consistent policy of: (1) failing to provide Employee compliant meal periods; and (2) failing to pay Employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the complaint meal period was not provided.

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Pursuant to Labor Code § 226.7 and Wage Order 14-2001, employers are required to provide employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Employer fails to apprise Employee of Employee's rights associated with rest periods and failed to provide all required ten (10) minute rest periods. In addition, Employee was not compensated with one (1) hour of wages for each compliant rest period not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Employer has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. During the relevant period, Employee is entitled to reimbursement of all business-related expenses Employee incurred throughout the duration of Employee's employment. Specifically, Employer has failed to reimburse Employee the cost of using personal tools and vehicles for business related purposes. Employee is required to purchase tools such, but not limited to, buckets, shovels, gloves, and glasses/goggles. Employer fails to reimburse Employee for the costs associated with purchasing and using these tools. Additionally, as discussed above, Employer required Employee to use Employee's own vehicle to travel between fields in the middle of Employee's shifts. Employee was not reimbursed for Employee's vehicle use, such as gas, for travel between Employer's fields during the course of a work shift. By failing to provide Employee with the necessary tools and transportation reimbursement, Employer has burdened Employee with the cost of tools and using Employee's own vehicles to perform required work.

As a result of the claims alleged above, Employer 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.

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Also, Employer issued to Employee 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 Employee did not include the hours worked at each hourly rate, including meal/rest period premiums.

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### **Conclusion**

On behalf of the Employee and in compliance with Labor Code section 2810.3 and statutory notice, consider this correspondence notice that we plan on moving forward with the filing of an amended complaint alleging the causes of action as described above pursuant to the following Labor Code violations: 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802 and IWC Wage Order-14. Pursuant to Labor Code section 2810.3, Employer will be liable as Employee's joint-employer with Field Labor Contractors.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly  
Attorneys for Employee

LKL/km

- Cc:
1. Martinez Aguilaoscho Law, Inc., P.O. Box 1998, Bakersfield, CA93303
  2. Elizabeth Bucio DBA BS TRANSPLANT, 809 W Della Dr, Santa Maria, CA 93458-3400
  3. BS TRANSPLANT, 809 W Della Dr, Santa Maria, CA 93458-3400

# **EXHIBIT "5"**

**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:**

Adam Bros. Farming, Inc.  
C/o Agent for Service of Process  
Kieran L Adam  
2101 Sinton Rd  
Santa Maria, CA 93458



9590 9402 8465 3186 4299 07

**2. Article Number (Transfer from service label)**

7022 3330 0002 1335 8424

**COMPLETE THIS SECTION ON DELIVERY****A. Signature**

X *Quinta Mendez*

☐ 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

USPS TRACKING #



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

9590 9402 8465 3186 4299 07

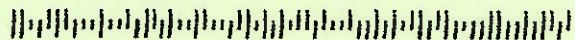
United States  
Postal Service

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

**KINGSLEY & KINGSLEY**  
A PROFESSIONAL CORPORATION  
CITY NATIONAL BANK BUILDING  
16133 VENTURA BOULEVARD, SUITE 1200  
ENCINO, CALIFORNIA 91436

2810.3 LETTER  
BS TRANSPLANT

6-241600



# **EXHIBIT "6"**

# KINGSLEY & KINGSLEY

| L A W Y E R S |

October 17, 2023

Agro-Jal Farming Enterprises  
C/o Agent for Service of Process  
Particia Ponce  
257 Kathleen Ct  
Santa Maria, CA 93458  
*Via Certified Mailing #7022 3330 0002 1335 8417*

Agro-Jal Farming Enterprises  
PO BOX 1862  
Santa Maria, CA 93458  
*Via Certified Mailing #7022 3330 0002 1335 8400*

**Re:    *Pedro Santiago Lopez v. Agro-Jal Farming Enterprises***

Gentlepersons:

This office represents Pedro Santiago Lopez (“Employee”), and other aggrieved employees. Employee is a former employee of Agro-Jal Farming Enterprises (“Employer”) in the State of California. We herein set forth the facts and theories of California Labor Code violations which we allege Employer engaged in with respect to Employee. Employer is liable for the wage and hour violations alleged in this letter pursuant to California Labor Code section 2810.3.

## **Labor Code Section 2810.3**

Employer is a “Client Employer[s]” within the meaning of Labor Code section 2810.3. Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and liability for all workers supplied by that labor contractor for, among other things, the payment of wages and failure to secure valid workers’ compensation coverage. A “Labor Contractor” is defined as an “individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer’s usual course of business.” A “Client Employer” is defined as “...a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor.”

Elizabeth Bucio DBA Bs Transplant is the Client Employer.

Here, Employer issued or cause to be issued, or employed Farm Labor Contractors that issued or caused to be issued, during the relevant time period, payroll checks or payment to Employee for agricultural work performed for Employer as labor contractors covered by Labor Code section 2810.3.

In other words, Employer employed and/or retained, during the relevant time period, Farm Labor Contractors for provision of agricultural labor. Employer now attempts to abrogate Client Employer liability and instead posits that Labor Contractors assumed sole liability for any California Labor Code violations regarding Employee's employment. However, pursuant to California labor law, including but not limited to California Labor Code section 2810.3, Employer is strictly liable for failure to pay all wages due and owed to workers hired through Farm Labor Contractors, or Labor Contractors, as alleged herein.

### **Labor Code Violations**

Employee worked for Employers in or near Santa Barbara County, California as a seasonal agricultural worker. Employee worked in the cultivation and harvest of celery, lettuce, and cauliflower, and doing other agricultural work, on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Employer.

Employer 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.

Here, Employer has had a consistent policy of failing to pay wages and/or overtime to Employee. Employee was not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Employee was not properly compensated for all hours worked, because Employer fails to pay Employee for each and every hour worked. Employee 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, Employee is required to report to work prior to Employee's scheduled shift and perform work but is routinely told by Employer to wait anywhere approximately ten (10) to twenty (20) minutes before Employee can begin Employee's scheduled shifts. Specifically, Employer's foreman and/or supervisor writes Employee's name in a notebook and then requires Employee to sign-in. Additionally, Employee is required to prepare Employee's tools, such as a shovel and bucket that hangs at the Employee's waist, and collect boxes from a trailer, all of which is performed while "off the clock". Sometimes, the Employee is also required to wait approximately thirty (30) minutes for the crops to be ready before Employee can begin working. This waiting time and work performed prior to the Employee's scheduled shift occurs daily and Employee is not compensated for this wait time or work performed. These activities and time are compensable, but Employer fails to pay Employee for this time worked.

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Employer fails to record the waiting time, including work performed off-the-clock, and failed to compensate Employee for all hours worked.

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Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hour of the shift. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Employer fails to apprise Employee of Employee's rights associated with meal periods and failed to provide compliant meal periods. Employer has had a consistent policy of: (1) failing to provide Employee compliant meal periods; and (2) failing to pay Employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the complaint meal period was not provided.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an Employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings

(such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Employer has had a consistent policy of failing to pay meal period premiums in compliance with California law.

Pursuant to Labor Code § 226.7 and Wage Order 14-2001, employers are required to provide employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Employer fails to apprise Employee of Employee's rights associated with rest periods and failed to provide all required ten (10) minute rest periods. In addition, Employee was not compensated with one (1) hour of wages for each compliant rest period not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Employer has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. During the relevant period, Employee is entitled to reimbursement of all business-related expenses Employee incurred throughout the duration of Employee's employment. Specifically, Employer has failed to reimburse Employee the cost of using personal tools and vehicles for business related purposes. Employee is required to purchase tools such, but not limited to, buckets, shovels, gloves, and glasses/goggles. Employer fails to reimburse Employee for the costs associated with purchasing and using these tools. Additionally, as discussed above, Employer required Employee to use Employee's own vehicle to travel between fields in the middle of Employee's shifts. Employee was not reimbursed for Employee's vehicle use, such as gas, for travel between Employer's fields during the course of a work shift. By failing to provide Employee with the necessary tools and transportation reimbursement, Employer has burdened Employee with the cost of tools and using Employee's own vehicles to perform required work.

As a result of the claims alleged above, Employer 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. Employee is issued wage statements that do not include the total hours worked by the Employee.

Also, Employer issued to Employee 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 Employee did not include the hours worked at each hourly rate, including meal/rest period premiums.

Labor Code § 203(a) provides: If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. Employee no longer works for Employer. Furthermore, Employer's work is seasonal. This means that Employee did not receive all wages owed when Employee was discharged, laid off, or quit each season. As such, Employer has failed to pay Employee all wages owed to Employee at the time Employee quit or is laid off or discharged and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

### **Conclusion**

On behalf of the Employee and in compliance with Labor Code section 2810.3 and statutory notice, consider this correspondence notice that we plan on moving forward with the filing of an amended complaint alleging the causes of action as described above pursuant to the following Labor Code violations: 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802 and IWC Wage Order-14. Pursuant to Labor Code section 2810.3, Employer will be liable as Employee's joint-employer with Field Labor Contractors.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By:   
\_\_\_\_\_  
Liane Katzenstein Ly  
Attorneys for Employee

LKL/km

- Cc:
1. Martinez Aguila-socho Law, Inc., P.O. Box 1998, Bakersfield, CA93303
  2. Elizabeth Bucio DBA BS TRANSPLANT, 809 W Della Dr, Santa Maria, CA 93458-3400
  3. BS TRANSPLANT, 809 W Della Dr, Santa Maria, CA 93458-3400

# KINGSLEY & KINGSLEY

| L A W Y E R S |

October 17, 2023

Agro-Jal Farming Enterprises  
C/o Agent for Service of Process  
Particia Ponce  
257 Kathleen Ct  
Santa Maria, CA 93458  
*Via Certified Mailing #7022 3330 0002 1335 8417*

Agro-Jal Farming Enterprises  
PO BOX 1862  
Santa Maria, CA 93458  
*Via Certified Mailing #7022 3330 0002 1335 8400*

**Re: Saul Galvez Rojas v. Agro-Jal Farming Enterprises**

Gentlepersons:

This office represents Saul Galvez Rojas (“Employee”), and other aggrieved employees. Employee is a former employee of Agro-Jal Farming Enterprises (“Employer”) in the State of California. We herein set forth the facts and theories of California Labor Code violations which we allege Employer engaged in with respect to Employee. Employer is liable for the wage and hour violations alleged in this letter pursuant to California Labor Code section 2810.3.

## **Labor Code Section 2810.3**

Employer is a “Client Employer[s]” within the meaning of Labor Code section 2810.3. Labor Code section 2810.3 requires a client employer to share with a labor contractor all civil legal responsibility and liability for all workers supplied by that labor contractor for, among other things, the payment of wages and failure to secure valid workers’ compensation coverage. A “Labor Contractor” is defined as an “individual or entity that supplies, either with or without a contract, a client employer with workers to perform labor within the client employer’s usual course of business.” A “Client Employer” is defined as “...a business entity, regardless of its form, that obtains or is provided workers to perform labor within its usual course of business from a labor contractor.”

Elizabeth Bucio DBA Bs Transplant is the Client Employer.

Here, Employer issued or cause to be issued, or employed Farm Labor Contractors that issued or caused to be issued, during the relevant time period, payroll checks or payment to Employee for agricultural work performed for Employer as labor contractors covered by Labor Code section 2810.3.

In other words, Employer employed and/or retained, during the relevant time period, Farm Labor Contractors for provision of agricultural labor. Employer now attempts to abrogate Client Employer liability and instead posits that Labor Contractors assumed sole liability for any California Labor Code violations regarding Employee's employment. However, pursuant to California labor law, including but not limited to California Labor Code section 2810.3, Employer is strictly liable for failure to pay all wages due and owed to workers hired through Farm Labor Contractors, or Labor Contractors, as alleged herein.

### **Labor Code Violations**

Employee worked for Employers in or near Santa Barbara County, California as a seasonal agricultural worker. Employee worked in the cultivation and harvest of celery, lettuce, and cauliflower, and doing other agricultural work, on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Employer.

Employer 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.

Here, Employer has had a consistent policy of failing to pay wages and/or overtime to Employee. Employee was not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Employee was not properly compensated for all hours worked, because Employer fails to pay Employee for each and every hour worked. Employee 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, Employee is required to report to work prior to Employee's scheduled shift and perform work but is routinely told by Employer to wait anywhere approximately ten (10) to twenty (20) minutes before Employee can begin Employee's scheduled shifts. Specifically, Employer's foreman and/or supervisor writes Employee's name in a notebook and then requires Employee to sign-in. Additionally, Employee is required to prepare Employee's tools, such as a shovel and bucket that hangs at the Employee's waist, and collect boxes from a trailer, all of which is performed while "off the clock". Sometimes, the Employee is also required to wait approximately thirty (30) minutes for the crops to be ready before Employee can begin working. This waiting time and work performed prior to the Employee's scheduled shift occurs daily and Employee is not compensated for this wait time or work performed. These activities and time are compensable, but Employer fails to pay Employee for this time worked.

In the middle of Employee's shifts, Employer required Employee to travel between fields once Employee is done picking at one field. Employee uses Employee's own vehicle(s) to travel to approximately two (2) fields per shift at least 2-3 times a week. Employee spends about fifteen

(15) to twenty (20) minutes traveling between fields. Employee is not compensated for this travel time, nor is Employee reimbursed for use of Employee's personal vehicle to perform required work.

With regard to post-shift work, at the end of each working shift Employee is required to spend approximately twelve (12) minutes after Employee's scheduled shift has ended cleaning machines and tools, putting away tools and other work-related equipment, and covering boxes with tarps. This time spent covering, cleaning and putting equipment away was performed after being "clocked out" and as such, Employee is not compensated for this time worked even though this time is compensable.

Employer fails to record the waiting time, including work performed off-the-clock, and failed to compensate Employee for all hours worked.

In pertinent part, IWC Wage Orders 14, paragraph 7(A) provides that every employer shall keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period and total hours worked in the payroll period. Here, in each pay period during the relevant period, Employer has violated IWC Wage Order 14 by failing to record accurate information with respect to, among other things, when Employee has begun and ended each work shift and the total hours worked. Additionally, Employer does not maintain accurate records of meal periods for Employee. As such, Employer has violated this statute and the Wage Order by failing to keep accurate records.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hour of the shift. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Employer fails to apprise Employee of Employee's rights associated with meal periods and failed to provide compliant meal periods. Employer has had a consistent policy of: (1) failing to provide Employee compliant meal periods; and (2) failing to pay Employee one (1) hour of pay at the employees' regular rate of compensation for each workday that the complaint meal period was not provided.

Very recently, on July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an Employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings

(such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Employer has had a consistent policy of failing to pay meal period premiums in compliance with California law.

Pursuant to Labor Code § 226.7 and Wage Order 14-2001, employers are required to provide employees with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Employer fails to apprise Employee of Employee's rights associated with rest periods and failed to provide all required ten (10) minute rest periods. In addition, Employee was not compensated with one (1) hour of wages for each compliant rest period not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Employer has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. During the relevant period, Employee is entitled to reimbursement of all business-related expenses Employee incurred throughout the duration of Employee's employment. Specifically, Employer has failed to reimburse Employee the cost of using personal tools and vehicles for business related purposes. Employee is required to purchase tools such, but not limited to, buckets, shovels, gloves, and glasses/goggles. Employer fails to reimburse Employee for the costs associated with purchasing and using these tools. Additionally, as discussed above, Employer required Employee to use Employee's own vehicle to travel between fields in the middle of Employee's shifts. Employee was not reimbursed for Employee's vehicle use, such as gas, for travel between Employer's fields during the course of a work shift. By failing to provide Employee with the necessary tools and transportation reimbursement, Employer has burdened Employee with the cost of tools and using Employee's own vehicles to perform required work.

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### **Conclusion**

On behalf of the Employee and in compliance with Labor Code section 2810.3 and statutory notice, consider this correspondence notice that we plan on moving forward with the filing of an amended complaint alleging the causes of action as described above pursuant to the following Labor Code violations: 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802 and IWC Wage Order-14. Pursuant to Labor Code section 2810.3, Employer will be liable as Employee's joint-employer with Field Labor Contractors.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By:   
Liane Katzenstein Ly  
Attorneys for Employee

LKL/km

- Cc:
1. Martinez AguilaSocho Law, Inc., P.O. Box 1998, Bakersfield, CA93303
  2. Elizabeth Bucio DBA BS TRANSPLANT, 809 W Della Dr, Santa Maria, CA 93458-3400
  3. BS TRANSPLANT, 809 W Della Dr, Santa Maria, CA 93458-3400

**EXHIBIT "7"**

USPS TRACKING#



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

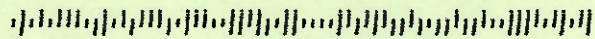
9590 9402 8465 3186 4299 21

United States  
Postal Service

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

**KINGSLEY & KINGSLEY**  
A PROFESSIONAL CORPORATION  
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16133 VENTURA BOULEVARD, SUITE 1200  
ENCINO, CALIFORNIA 91436

2810.3 LETTER  
BS TRANSPLANT



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- 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:

Agro-Jal Farming Enterprises  
C/o Agent for Service of Process  
Particia Ponce  
257 Kathleen Ct  
Santa Maria, CA 93458



9590 9402 8465 3186 4299 21

## 2. Article Number (Transfer from service label)

7022 3330 0002 1335 8417

## 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☐ 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

## 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:

Agro-Jal Farming Enterprises  
PO BOX 1862  
Santa Maria, CA 93458



9590 9402 8465 3186 4299 14

## 2. Article Number (Transfer from service label)

7022 3330 0002 1335 8400

## 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

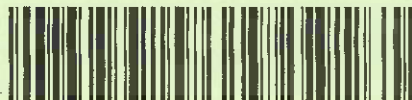
## 3. Service Type

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☐ Signature Confirmation™  
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PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

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

**KINGSLEY & KINGSLEY**  
A PROFESSIONAL CORPORATION  
CITY NATIONAL BANK BUILDING  
16133 VENTURA BOULEVARD, SUITE 1200  
ENCINO, CALIFORNIA 91436

2810.3 LETTER  
BS TRANSPLANT

