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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BENITO**

REY DE LA CRUZ; HONORIO SALAZAR;
SALVADOR SALAZAR; as individuals, on
behalf of themselves and others similarly
situated

PLAINTIFFS,

v.

BERRY PEOPLE LLC;; PEDRO ULISES
ARELLANO-MOYA DBA J&P BERRY
FARM; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. CU-23-00263

**[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 §§ 201-203.1
7. Violation of Business & Professions Code § 17200
8. Penalties Pursuant to Labor Code §2699, et seq.

1 Plaintiffs REY DE LA CRUZ; HONORIO SALAZAR; SALVADOR SALAZAR, as
2 individuals, on behalf of themselves and all others similarly situated (collectively, “Plaintiffs”)
3 and on behalf of the people of the State of California and as “aggrieved employees” under Labor
4 Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”), , complains of
5 Defendants BERRY PEOPLE LLC; PEDRO ULISES ARELLANO-MOYA DBA J&P BERRY
6 FARM (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 BERRY PEOPLE LLC; PEDRO ULISES
13 ARELLANO-MOYA DBA J&P BERRY FARM, in the State of
14 California who worked one of more pay periods since four (4) years
15 prior to the filing of this action to the present plus any additional
16 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”)

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

25 3. Plaintiffs and the Proposed Class worked for Defendants, either directly or through
26 various Farm Labor Contractors (“FLC”), in or near San Benito County, California as seasonal
27 agricultural workers. Plaintiffs and members of the Proposed Class worked in the cultivation and
28 harvest of strawberries, and doing other agricultural work, on land owned, leased, managed, and/or

1 operated, harvested, or otherwise made productive by Defendants. Plaintiffs and the Proposed
2 Class members were paid on a piece rate for work picking crops.

3 4. From at least four (4) years prior to the filing of this action continuing to the present,
4 Defendants have had a consistent policy of failing to pay wages and/or overtime to all Proposed
5 Class Members at the appropriate rate of pay. Specifically, Plaintiffs and the Proposed Class were
6 not properly compensated for all hours worked because Defendants failed to pay Plaintiffs and the
7 Proposed Class for each and every hour worked. Plaintiffs and the Proposed Class routinely
8 worked “off the clock” and performed compensable activities before, during, and after each
9 working shift for which no pay was provided. With regard to pre-shift work, Plaintiffs and the
10 Proposed Class are required to report to work prior to their scheduled shift and perform work
11 before they can begin their scheduled shifts, which also includes receiving instructions regarding
12 the work schedule. This also included wait time of at least approximately fifteen (15) minutes for
13 rain to stop before employees can begin working. In the middle of their shifts, Defendants required
14 Plaintiffs and the Proposed Class to travel between fields once they are done picking at one field.
15 With regard to post-shift work, at the end of each working shift Plaintiffs and the Proposed Class
16 are required to spend approximately between five (5) to fifteen (15) minutes after their scheduled
17 shift has ended cleaning juices and boxes, putting away boxes, carts, and other work-related
18 equipment, and walking back to their car. Defendants failed to record the waiting time, including
19 work performed off-the-clock, and failed to compensate Plaintiffs and the Proposed Class for all
20 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. Plaintiffs and the Proposed Class were not properly compensated
6 for all hours worked because Defendants do not provide paid rest periods to Plaintiffs and the
7 Proposed Class. As piece rate employees, when Plaintiffs and the Proposed Class took their ten-
8 minute rest periods, Plaintiffs and the Proposed Class were not compensated in any way. As such,
9 Plaintiffs and the Proposed Class are entitled to the ten minutes of pay. Plaintiffs and the Proposed
10 Class were not compensated with one (1) hour of wages for each unpaid rest period as required by
11 Labor Code § 226.7. Defendants failed to provide Plaintiffs and the Proposed Class with lawful
12 rest periods due to the fact that they were unpaid. Additionally, Defendants failed to pay such
13 employees one (1) hour of pay at the employee's regular rate of compensation for each workday
14 that a compliant rest period was not provided, as required by California state wage and hour laws.
15 Defendants have had a consistent policy of paying rest period premiums in violation of Labor Code
16 §§ 226.7 and 512.

17 7. For at least four (4) years prior to the filing of this action and continuing to the
18 present, Defendants have failed to reimburse Plaintiffs and the Proposed Class the cost of using
19 their personal tools and vehicles necessary to perform their job duties. The work performed by
20 Plaintiffs and the Proposed Class necessitated the use of tools such as, but not limited to, knives,
21 saws, scissors, boots, gloves, little carts, and various other tools. Defendants fail to reimburse
22 Plaintiffs and the Proposed Class for the costs associated with purchasing and using these tools.
23 Additionally, as discussed above, Defendants required Plaintiffs and the Proposed Class to use
24 their own vehicle to travel between fields in the middle of Plaintiffs' and the Proposed Class's
25 shifts. Plaintiffs and the Proposed Class were not reimbursed for their vehicle use, such as gas, for
26 travel between Defendants' fields during the course of a work shift. By failing to provide Plaintiffs
27 and the Proposed Class with the necessary tools and transportation reimbursement, Defendants
28 have burdened Plaintiffs and the Proposed Class with the cost of tools and using their own vehicles

1 to perform required work.

2 8. For at least one (1) year prior to the filing of this action continuing to the present,
3 Defendants have failed to comply with Industrial Welfare Commission (“IWC”) Wage Order 14-
4 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements reporting
5 total hours worked by Plaintiffs and the Proposed Class and the appropriate rate of pay.

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

9 10. Plaintiffs, on behalf of themselves and all Proposed Class members bring this action
10 pursuant to Labor Code §§ 201, 202, 203, 203.1, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and
11 2802; Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11140, seeking
12 unpaid wages/overtime, meal and rest period penalties, unreimbursed expenses, accurate itemized
13 wage statements, other penalties, injunctive and other equitable relief, and reasonable attorneys’
14 fees and costs.

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

18 12. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
19 and Development Agency (“LWDA”) and Defendants giving notice of the claims pursuant to
20 PAGA, Defendants have violated Labor Code provisions, as detailed below, giving rise to a claim
21 pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or
22 formerly employed by Defendants during the liability period as defined in their PAGA notice letter
23 (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
24 penalties for Defendant’s violations of Labor §§ 201, 202, 203, 203.1, 226(a), 226.7, 510, 512,
25 1194, 1194.2, 1199, 2802, and IWC Wage Order-14.

26 **II.**

27 **JURISDICTION AND VENUE**

28 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 San Benito 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.*

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

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

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

III.

PARTIES

A. PLAINTIFFS

18. Plaintiffs REY DE LA CRUZ, HONORIO SALAZAR, and SALVADOR SALAZAR are residents of California.

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

- a. Work without being paid for all hours worked;
- b. Work without being paid at the appropriate overtime rate;
- c. Work without being provided compliant meal periods;

1 d. Work without being provided compliant rest periods;

2 e. Work without being reimbursed for necessary tools and equipment and
3 using personal vehicles for work related purposes;

4 f. Work without Defendants providing accurate itemized wage statements.

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

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

9 **B. DEFENDANTS**

10 22. Defendant BERRY PEOPLE LLC is believed to be a Delaware corporation
11 operating within the State of California. Defendant's corporate address, according to the Secretary
12 of State website¹ is believed to be 615-A – San Benito St., Suite 201, Hollister, CA 95023-5589.
13 Defendant PEDRO ULISES ARELLANO-MOYA DBA J&P BERRY FARM is believed to be a
14 Delaware corporation operating within the state of California. Defendant's corporate addresses,
15 according to the Secretary of State website, are believed to be 1663 Winter St Kingsburg, CA
16 93631 and/or 318 N Carson St #208 Carson City, NV 89701. Upon information and belief,
17 Defendants employed Plaintiffs and similarly situated persons as agricultural employees on an
18 hourly or piece rate basis within California. Defendants have done and does business throughout
19 the State of California.

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

27 24. Plaintiffs are informed and believe, and based thereon allege, that each Defendant

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

1 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
2 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is
3 legally attributable to the other Defendant. Furthermore, Defendants in all respects acted as the
4 employer and/or joint employer of Plaintiffs and the Proposed Class members.

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

10 26. Defendants are engaged in the operation of agricultural fields for production of
11 cannabis, as described above. Defendants also own and operate packing facilities in or near San
12 Benito County, California, to sort, grade, package and distribute crops harvested by Plaintiffs. At
13 all times mentioned herein, Defendants employed Plaintiffs and members of the Proposed Class
14 as non-exempt employees in Defendants' agricultural field operations. Plaintiffs and other
15 Proposed Class members were paid on a piece-rate basis.

16 27. Defendants are, and during the relevant period has been, engaged in the business of
17 cultivating, harvesting and packing crops as described above.

18 IV.

19 FACTUAL BACKGROUND

20 28. Plaintiffs and the Proposed Class are, and at all relevant times have been, non-
21 exempt employees within the meaning of the California Labor Code § 500, *et seq.*, and the rules
22 and regulations of California Industrial Welfare Commission ("IWC") Wage Order No. 14-2001
23 [8 Cal. Code of Regs. § 11140] ("IWC Wage Order 14"), working in the cultivation and harvest
24 of crops on land owned, leased, managed and/or operated, harvested or otherwise made productive
25 by Defendants in or near San Benito County, California. For a period of time, Plaintiffs and the
26 Proposed Class members were paid on a piece rate for work picking crops.

27 29. Upon information and belief, Plaintiffs and the Proposed Class are covered by
28 California Industrial Welfare Commission Occupational Wage Order No. 14-2001 (Title 8 Cal.

1 Code of Regs. § 11140).

2 30. From at least four (4) years prior to the filing of this action continuing to the present,
3 Defendants have had a consistent policy of failing to pay wages and/or overtime to all Proposed
4 Class Members at the appropriate rate of pay. Specifically, Plaintiffs and the Proposed Class were
5 not properly compensated for all hours worked because Defendants failed to pay Plaintiffs and the
6 Proposed Class for each and every hour worked. Plaintiffs and the Proposed Class routinely
7 worked “off the clock” and performed compensable activities before, during, and after each
8 working shift for which no pay was provided. With regard to pre-shift work, Plaintiffs and the
9 Proposed Class are required to report to work prior to their scheduled shift and perform work
10 before they can begin their scheduled shifts, which also includes receiving instructions regarding
11 the work schedule. This also included wait time of at least approximately fifteen (15) minutes for
12 rain to stop before employees can begin working. In the middle of their shifts, Defendants required
13 Plaintiffs and the Proposed Class to travel between fields once they are done picking at one field.
14 With regard to post-shift work, at the end of each working shift Plaintiffs and the Proposed Class
15 are required to spend approximately between five (5) to fifteen (15) minutes after their scheduled
16 shift has ended cleaning juices and boxes, putting away boxes, carts, and other work-related
17 equipment, and walking back to their car. Defendants failed to record the waiting time, including
18 work performed off-the-clock, and failed to compensate Plaintiffs and the Proposed Class for all
19 hours worked.

20 31. For at least four (4) years prior to the filing of this action and continuing to the
21 present, Plaintiff and all Proposed Class members have been forced by Defendants to work over
22 five (5) hours in one day without being provided a thirty (30) minute compliant meal break and
23 not being compensated one (1) hour of pay at their regular rate of compensation for each workday
24 that a meal period was not provided or provided after five (5) hours, all in violation of California
25 labor laws, regulations, and Industrial Welfare Commission Wage Orders. Defendants also failed
26 to inform Plaintiffs and the members of the Proposed Class of their right to take compliant meal
27 periods by way of a lawful policy.

28 32. For at least four (4) years prior to the filing of this action and continuing to the

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

7 33. On a regular and consistent basis, Plaintiffs and the Proposed Class have not been
8 properly reimbursed expenses associated with the cost of tools, such as, but not limited to, knives,
9 saws, scissors, boots, gloves, little carts, and various other tools, and using their own vehicles to
10 perform required work.

11 34. For at least one (1) year prior to the filing of this action continuing to the present,
12 Defendants have failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
13 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements reporting
14 total hours worked by Plaintiffs and the Proposed Class and the appropriate rate of pay.

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

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

20 V.

21 CLASS ACTION ALLEGATIONS

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

25 All non-exempt employees who are employed or have been
26 employed, by BERRY PEOPLE LLC; PEDRO ULISES
27 ARELLANO-MOYA DBA J&P BERRY FARM, in the State of
28 California who worked one of more pay periods 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")

38. 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.

39. 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

40. 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.

41. 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

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

1 c. Whether Defendants violated Labor Code § 226.7 and IWC Wage Order 14
2 -2001 or other applicable IWC Wage Orders, by failing to inform Plaintiffs and the Proposed Class
3 of their right to take paid rest periods and failing to provide all required paid rest periods
4 throughout the term of employment and failing to compensate said employees one (1) hours wages
5 in lieu of rest periods;

6 d. Whether Defendants violated Labor Code § 2802 and/or Wage Order 14-
7 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the
8 cost of tools and using their own vehicles to perform required work;

9 e. Whether Defendants violated Labor Code § 226(a) and Wage Order 14-
10 2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11140 by failing
11 to provide an accurate itemized wage statements that accurately report the total hours worked and
12 the applicable rates, for Plaintiffs and the members of the Proposed Class;

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

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

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

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

22 **C. TYPICALITY**

23 43. The claims of Plaintiffs are typical of the claims of the Proposed Class. Plaintiffs
24 and all members of the Proposed Class sustained injuries and damages arising out of and caused
25 by Defendants' common course of conduct in violation of laws, regulations that have the force and
26 effect of law, and statutes as alleged herein.

27 **D. ADEQUACY OF REPRESENTATION**

28 44. Plaintiffs will fairly and adequately represent and protect the interests of the

1 members of the proposed Class.

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

4 **E. SUPERIORITY OF CLASS ACTION**

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

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

17 **VI.**

18 **FIRST CAUSE OF ACTION**

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

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

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

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

24 49. Defendants have violated Labor Code §§ 510, 1194, 1194.2 and 1199. These
25 statutes require an employer to compensate its employees at the minimum wage rate for all hours
26 worked and at a rate of no less than one and one-half times the regular rate of pay for any work in
27 excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

28 50. Here, Defendants have had a consistent policy of failing to pay wages and/or

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

8 51. With regard to pre-shift work, Plaintiffs and the Proposed Class were required to
9 report to work prior to their scheduled shift and perform work. Specifically, Plaintiffs and the
10 Proposed Class were required to report to their foreman and/or supervisor and prepare boxes and
11 carts that will be used to collect picked fruit. Additionally, Plaintiffs and the Proposed Class were
12 required to report to an “escuelita”, or school, where they receive instructions regarding the work
13 schedule, all of which is performed while “off the clock”. Occasionally, the Plaintiffs and the
14 Proposed Class were also required to wait at least approximately fifteen (15) minutes for the rain
15 to stop before they can begin working. This waiting time and work performed prior to the
16 Plaintiffs’ and the Proposed Class’ scheduled shift occurs frequently and they are not compensated
17 for this wait time or work performed. These activities and time are compensable, but Defendants
18 fail to pay Plaintiffs and the Proposed Class for this time worked.

19 52. In the middle of Plaintiffs’ and the Proposed Class’s shifts, Defendants required
20 Plaintiffs and the Proposed Class to travel between fields once they are done picking at one field.
21 Plaintiffs and the Proposed Class use their own vehicle(s) to travel to between fields per shift at
22 least 2-3 times a week. Plaintiffs and the Proposed Class spend about five (5) to fifteen (15)
23 minutes traveling between fields. Plaintiffs and the Proposed Class are not compensated for this
24 travel time, nor are they reimbursed for use of their personal vehicle to perform required work.

25 53. With regard to post-shift work, at the end of each working shift Plaintiffs and the
26 Proposed Class are required to spend approximately between five (5) to fifteen (15) minutes after
27 Plaintiffs’ and the Proposed Class’s shift has ended cleaning juices and boxes, putting away boxes,
28 carts, and other work-related equipment, and walking back to their car. This time spent cleaning,

1 putting equipment away, and walking back to the car was performed after being “clocked out” and
2 as such, Plaintiffs and the Proposed Class are not compensated for this time worked even though
3 this time is compensable.

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

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

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

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

23 **VII.**

24 **SECOND CAUSE OF ACTION**

25 **PLAINTIFFS ON BEHALF OF HIMSELF AND THE PROPOSED CLASS**

26 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

27 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

incorporates by reference all previous paragraphs.

59. 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) 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.

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

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

62. 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.

63. 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.

64. 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.

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1 **VIII.**

2 **THIRD CAUSE OF ACTION**

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

4 **FAILURE TO ALLOW REST PERIODS PURSUANT TO**

5 **LABOR CODE § 226.7**

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

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

11 67. Defendants failed to provide Plaintiffs and the Proposed Class with paid rest breaks
12 of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Plaintiffs
13 and the Proposed Class were not properly compensated for all hours worked because Defendants
14 do not provide paid rest periods to Plaintiffs and the Proposed Class.

15 68. As piece rate employees, when Plaintiffs and the Proposed Class took their ten-
16 minute rest periods, Plaintiffs and the Proposed Class were not compensated in any way. As such,
17 Plaintiffs and the Proposed Class are entitled to the ten minutes of pay.

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

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

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28 ///

1 **IX.**

2 **FOURTH CAUSE OF ACTION**

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

4 **FAILURE TO REIMBURSE EXPENSES PURSUANT TO**

5 **LABOR CODE § 2802**

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

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

10 73. Plaintiffs and the Proposed Class are entitled to reimbursement of all business-
11 related expenses they incurred throughout the duration of their employment. Specifically,
12 Defendants have failed to reimburse Plaintiffs and the Proposed Class the cost of using their
13 personal tools and vehicles for business related purposes.

14 74. Defendants have failed to reimburse Plaintiffs and the Proposed Class the cost of
15 using personal tools and vehicles for business related purposes. Plaintiffs and the Proposed Class
16 are required to purchase tools such as, but not limited to, knives, saws, scissors, boots, gloves, little
17 carts, and various other tools. Defendants fail to reimburse Plaintiffs and the Proposed Class for
18 the costs associated with purchasing and using these tools. Additionally, as discussed above,
19 Defendants required Plaintiffs and the Proposed Class to use their own vehicle to travel between
20 fields in the middle of Plaintiffs' and the Proposed Class's shifts. Plaintiffs and the Proposed Class
21 were not reimbursed for their vehicle use, such as gas, for travel between Defendants' fields during
22 the course of a work shift.

23 75. By failing to provide Plaintiffs and the Proposed Class with the necessary tools and
24 transportation reimbursement, Defendants have burdened Plaintiffs and the Proposed Class with
25 the cost of tools and using their own vehicles to perform required work.

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

1 **X.**

2 **FIFTH CAUSE OF ACTION**

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

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

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

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

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

12 80. Plaintiffs and the Proposed Class are issued wage statements that do not include all
13 applicable hourly rates in effect during the pay period and the corresponding number of hours
14 worked at each hourly rate by the employee.

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

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

23 **XI.**

24 **SIXTH CAUSE OF ACTION**

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

26 **WAITING TIME PENALTIES UNDER LABOR CODE §§ 201-203.1**

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

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

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

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

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

18 88. Further, Labor Code § 203.1 provides: If an employer pays an employee in the
19 regular course of employment or in accordance with Section 201, 201.3, 201.5, 201.7, or 202 any
20 wages or fringe benefits, or both, by check, draft or voucher, which check, draft or voucher is
21 subsequently refused payment because the employer or maker has no account with the bank,
22 institution, or person on which the instrument is drawn, or has insufficient funds in the account
23 upon which the instrument is drawn at the time of its presentation, so long as the same is presented
24 within 30 days of receipt by the employee of the check, draft or voucher, those wages or fringe
25 benefits, or both, shall continue as a penalty from the due date thereof at the same rate until paid
26 or until an action therefor is commenced. However, those wages and fringe benefits shall not
27 continue for more than 30 days and this penalty shall not apply if the employer can establish to the
28 satisfaction of the Labor Commissioner or an appropriate court of law that the violation of this

1 section was unintentional.

2 89. Here, Defendants are subject to a maximum thirty (30) day penalty because
3 Defendants issue Plaintiffs and the Proposed Class checks with insufficient funds. As a result,
4 Plaintiffs and the Proposed Class did not receive all wages owed.

5 90. As such, Defendants have failed to pay those sums for thirty (30) days thereafter in
6 violation of Labor Code § 203.1.

7 **XII.**

8 **SEVENTH CAUSE OF ACTION**

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

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

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

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

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

22 94. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
23 practices.

24 95. California’s wage and hour laws express fundamental public policies. Providing
25 employees with proper wages and compensation are fundamental public policies of this State and
26 of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce
27 vigorously minimum labor standards, to ensure that employees are not required or permitted to
28 work under substandard and unlawful conditions, and to protect law-abiding employers and their

1 employees from competitors who lower their costs by failing to comply with minimum labor
2 standards.

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

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

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

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

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

23 **XIII.**

24 **EIGHTH CAUSE OF ACTION**

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

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

27 101. Plaintiffs, on behalf of themselves and all aggrieved employees, realleges and
28 incorporates by reference all previous paragraphs.

102. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs seeks penalties under Labor Code § 2699, *et seq.* use of Defendant’s violation of Labor Code §§ 201, 202, 203, 203.1, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802; IWC Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11140, which call for civil penalties.

103. Plaintiffs bring this representative action on behalf of themselves and the State of California as well as a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed, by BERRY PEOPLE LLC; PEDRO ULISES ARELLANO-MOYA DBA J&P BERRY FARM, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present 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, ‘Emergency Rules Related to COVID-19’. (“aggrieved employees”).

104. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code § 2699, *et seq.* because of Defendants’ violation of Labor Code §§ 201, 202, 203, 203.1, 226(a), 226.7, 510, 512, 1994, 1994.2, 1199, 2802, and IWC Wage Order-14, which call for civil penalties.

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

- a. \$100 for the initial violation per employee per pay period.
- b. \$200 for each subsequent violation per employee per pay period.

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

107. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the LWDA² and mailed a letter by certified mail to Defendants’ entity addresses and agents, which are 615-A – San Benito Street, Suite 201, Hollister, CA 95023-5589 for BERRY PEOPLE LLC; 201-A McCray Street #304, Hollister, CA 95023, for BERRY PEOPLE LLC’s agent; 420 Ballantine Dr., Las Vegas, NV 89110 for J&P BERRY FARM; and 1663 Winter St., Kingsburg,

² 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>).

CA 93631, for PEDRO ULISES ARELLANO-MOYA DBA J&P BERRY FARM, as proscribed by the Code on November 15, 2023, describing Defendants' conduct in violation of Labor Code §§ 201, 202, 203, 203.1, 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").

108. 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);

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

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

4 8. An order enjoining Defendants and its agents, servants, and employees, and all
5 persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or
6 overtime, meal periods, rest periods, unreimbursed expenses, accurate itemized wage statements,
7 and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 203.1, 226(a),
8 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, and IWC 14-2001;

9 9. For restitution for unfair competition pursuant to Business & Professions Code
10 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

11 10. For penalties under Labor Code §2699, *et seq.* for Defendants' violation of Labor
12 Code §§ 201, 202, 203, 203.1, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802, and IWC Wage
13 Order 14;

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

15 12. An award of attorneys' fees; and

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

17 **DEMAND FOR JURY TRIAL**

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

19
20 DATED: January 22, 2024

KINGSLEY & KINGSLEY, APC

21
22
23 By: 

24 Liane Katzenstein Ly

25 Attorneys for Plaintiffs and the Proposed Class
26
27
28

EXHIBIT "1"

KINGSLEY & KINGSLEY

| L A W Y E R S |

November 15, 2023

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

Berry People LLC
C/o Agent for Service of Process
Lyndsey Downs
201-A McCray St. #304
Hollister, CA 95023
Via Certified Mailing #7022 3330 0002 1335 8608

Berry People LLC
615-A – San Benito St., Suite 201
Hollister, CA 95023-5589
Via Certified Mailing #7022 3330 0002 1335 8622

J&P Berry Farm
4320 Ballantine Dr
Las Vegas, NV 89110
Via Certified Mailing #7022 3330 0002 1335 8639

Pedro Ulises Arellano-Moya DBA J&P Berry Farm
1663 Winter St
Kingsburg, CA 93631
Via Certified Mailing #7022 3330 0002 1335 8646

J & P Farms LLC
318 N Carson St #208
Carson City, NV 89701
Via Certified Mailing #7022 3330 0002 1335 8653

Re: Adan Salazar Martinez; Rey De La Cruz; Salvador Salazar v. Berry People LLC;
J & P Farms LLC; Pedro Ulises Arellano-Moya DBA J&P Berry Farm
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Adan Salazar Martinez, Rey De La Cruz, and Salvador Salazar (collectively, “Plaintiffs”) and a proposed group of current and former employees working for Berry People LLC; J & P Farms LLC; Pedro Ulises Arellano-Moya DBA J&P Berry Farm (collectively,

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“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 Berry People LLC; J & P Farms LLC; Pedro Ulises Arellano-Moya DBA J&P Berry Farm, in the State of California who worked one or more pay periods since one (1) year prior to the date of this letter and continuing to the present 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. (“aggrieved employees”).

Plaintiffs and the aggrieved employees worked for Defendants in or near Santa Benito County, California as seasonal agricultural workers. Plaintiffs and the aggrieved employees worked in the cultivation and harvest of strawberries, and doing other agricultural work, on land owned, leased, managed, and/or operated, harvested, or otherwise made productive by Defendants. Plaintiffs and the aggrieved employees were paid on a piece rate for work picking crops.

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 the aggrieved employees. Plaintiffs and the aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Plaintiffs and the aggrieved employees were not properly compensated for all hours worked, because Defendants fail 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 were required to report to work prior to their scheduled shift and perform work. Specifically, Plaintiffs and the aggrieved employees were required to report to their foreman and/or supervisor and prepare boxes and carts that will be used to collect picked fruit. Additionally, Plaintiffs and the aggrieved employees were required to report to an “escuelita”, or school, where they receive instructions regarding the work schedule, all of which is performed while “off the clock”. Occasionally, the Plaintiffs and the aggrieved employees were also required to wait at least approximately fifteen (15) minutes for the rain to stop before they can begin working. This waiting time and work performed prior to the

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Plaintiffs' and the aggrieved employees' scheduled shift occurs frequently and they 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 between fields per shift at least 2-3 times a week. Plaintiffs and the aggrieved employees spend about five (5) to fifteen (15) minutes traveling between fields. Plaintiffs and the aggrieved employees are not compensated for this travel time, nor are they reimbursed for use of their personal vehicle 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 between five (5) to fifteen (15) minutes after Plaintiffs' and the aggrieved employees' shift has ended cleaning juices and boxes, putting away boxes, carts, and other work-related equipment, and walking back to their car. This time spent cleaning, putting equipment away, and walking back to the car 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 fail 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 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 no provided, was not provided in full, or was not provided in a timely manner

Defendants fail to apprise Plaintiffs and the aggrieved employees of their rights associated with 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 Plaintiffs and the aggrieved employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the complaint meal period was not provided. Specifically, Plaintiffs' and the aggrieved employees' meal breaks were either not a full thirty (30) minutes because they were cut short, taken after the first five (5) hour of their shift, or missed altogether. As such, Defendants failed to provide Plaintiffs and the aggrieved employees with compliant meal breaks in accordance with the Labor Code.

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, Defendants failed to provide Plaintiffs and the aggrieved employees with paid rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Plaintiffs and the aggrieved employees were not properly compensated for all hours worked because Defendants do not provide paid rest periods to Plaintiffs and the aggrieved employees. As piece rate employees, when Plaintiffs and the aggrieved employees took their ten-minute rest periods, Plaintiffs and the aggrieved employees were not compensated in any way. As such, Plaintiffs and the aggrieved employees are entitled to the ten minutes of pay. Plaintiffs and the aggrieved employees were not compensated with one (1) hour of wages for each unpaid rest period as required by Labor Code § 226.7. Defendants failed to provide Plaintiffs and the aggrieved employees with lawful rest periods due to the fact that they were unpaid. Further, 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 as, but not limited to, knives,

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saws, scissors, boots, gloves, little carts, and various other tools. Defendants fail to reimburse Plaintiffs and the aggrieved 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 Plaintiffs' and the aggrieved employees' 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.

Labor Code §226(a) 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 nine specific categories of information. Defendants failed to issue Plaintiffs and the aggrieved employees with itemized wage statements at all. Defendants does not issue wage statements that contain all applicable hourly rates in effect during the pay period, the piece rate units paid, and the corresponding number of hours worked at each hourly rate by the employee, among other required information. As such, Defendants have violated Labor Code § 226(a).

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. Plaintiffs and other aggrieved employees no longer work for Defendants. Furthermore, Plaintiffs' and the aggrieved employees' work is seasonal. This means that Plaintiffs and the 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 Plaintiffs and the aggrieved employees 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.

Further, Labor Code § 203.1 provides: If an employer pays an employee in the regular course of employment or in accordance with Section 201, 201.3, 201.5, 201.7, or 202 any wages or fringe benefits, or both, by check, draft or voucher, which check, draft or voucher is subsequently refused payment because the employer or maker has no account with the bank, institution, or person on which the instrument is drawn, or has insufficient funds in the account upon which the instrument is drawn at the time of its presentation, so long as the same is presented within 30 days of receipt by the employee of the check, draft or voucher, those wages or fringe benefits, or both, shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced. However, those wages and fringe benefits shall not continue for more than 30 days and this penalty shall not apply if the employer can establish to the satisfaction of the Labor Commissioner or an appropriate court of law that the violation of this section was unintentional. Here, Defendants are subject to a maximum thirty (30) day penalty because Defendants issue

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

November 15, 2023

Page 6 of 6

Plaintiffs and the aggrieved employees checks with insufficient funds. As a result, Plaintiffs and the aggrieved employees did not receive all wages owed. Defendants have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code § 203.1.

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

We are constrained to move forward with the filing of this complaint alleging causes of action pursuant to Labor Code §§ 201, 202, 203, 203.1, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY & KINGSLEY, APC

By: 

Liane Katzenstein Ly

LKL/km

- Cc:
1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
 2. Martinez Aguilasoch 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., Suite 101

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 *

Adan Salazar Martinez

Plaintiff/Aggrieved Employee Occupation *

farm worker

Plaintiff Information

[Remove](#)

Plaintiff/Aggrieved Employee Name *

Rey De La Cruz

Plaintiff/Aggrieved Employee Occupation *

farm worker

Plaintiff Information

[Remove](#)

Plaintiff/Aggrieved Employee Name *

Salvador Salazar

Plaintiff/Aggrieved Employee Occupation *

farm worker

[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

Berry People LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

201-A McCray St. #304



Employer City *

Hollister

Employer State *

California ▼

Employer Zip/Postal Code *

95023

Employer Industry *

Agriculture ▼

Add additional defendants

☒ Add any entity other than an individual

☐ Add an individual/sole proprietor employer

Additional Employer Information (Corporation/General Partnership)

Employer Entity Type

Please select... ▼

Employer Name *

Berry People LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

615-A – San Benito St., Suite 201

Employer City *

Hollister

Employer State *

California

Employer Zip/Postal Code *

95023-5589

Employer Industry *

Agriculture

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Please select...

Employer Name *

J&P Berry Farm

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

4320 Ballantine Dr

Employer City *

Las Vegas

Employer State *

Nevada

Employer Zip/Postal Code *

89110

Employer Industry *

Agriculture

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Please select...

Employer Name *

Pedro Ulises Arellano-Moya DBA J&P Ber

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1663 Winter St

Employer City *

Kingsburg

Employer State *

California

Employer Zip/Postal Code *

93631

Employer Industry *

Agriculture

Additional Employer Information (Corporation/General Partnership)

[Remove](#)

Employer Entity Type

Please select...

Employer Name *

J & P Farms LLC

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

318 N Carson St #208

Employer City *

Carson City

Employer State *

Nevada



Employer Zip/Postal Code *

89701



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 Labor Code section 203.1

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@kingsleyking.com

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 ...eople et al.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

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: Wednesday, November 15, 2023 9:35 AM
To: Kimberly Madrid
Subject: Thank you for submission of your PAGA Case.

External Email!

11/15/2023

LWDA Case No. LWDA-CM-994437-23
Law Firm : Kingsley & Kingsley, APC
Plaintiff Name : Adan Salazar Martinez, Rey De La Cruz, Salvador Salazar
Employer: Berry People LLC
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website:

https://nam10.safelinks.protection.outlook.com/?url=http%3A%2F%2Flabor.ca.gov%2FPrivate_Attorneys_General_Act.htm&data=05%7C01%7Ckimberly%40kingsleykingsley.com%7Cedeb47cdc34924cbd24e108dbe6012b5d%7C121a7875dbeb4c0fb25c5baf6c6ac7a5%7C1%7C0%7C638356664945153555%7CUnknown%7CTWFpbGZsb3d8eyJWljiMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6IjEhaWwiLCJXVCi6Mn0%3D%7C3000%7C%7C%7C&sdata=VyOubtDR7a0Hwh%2F5N5fMwvusPCS%2BmyhsCymLOtbdBrw%3D&reserved=0

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY
<lwdadonotreply@dir.ca.gov>
Sent: Wednesday, November 15, 2023 9:35 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-994437-23

Order Number: ORD-000260153

Total:\$75.00

Card Type: XXXXXXXXXX

Date: 11/15/2023

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:
Berry People LLC
615-A – San Benito St., Suite 201
Hollister, CA 95023-5589



9590 9402 8465 3186 4296 93

2. Article Number (Transfer from *service label*)
7022 3330 0002 1335 8622

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

☒ Agent

☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

11/20/23

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

3. Service Type

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

USPS TRACKING#



SAN JOSE CA 950

20 NOV 2023 PM 4 L

9590 9402 8465 3186 4296 93

United States
Postal Service

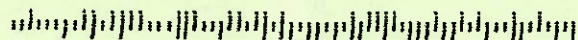
• Sender: Please print your name, address, and ZIP+4® in this box •

KINGSLEY & KINGSLEY

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

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

PAGA LETTER
BERRY PEOPLE; J&P



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:
Berry People LLC
C/o Agent for Service of Process
Lyndsey Downs
201-A McCray St. #304
Hollister, CA 95023



9590 9402 8465 3186 4297 09

2. Article Number (Transfer from service label)

7022 3330 0002 1335 8608

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

- ☐ Agent
☐ Addressee

B. Received by (Printed Name)

C. Date of Delivery

12.20.23

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

3. Service Type

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

USPS TRACKING#



9590 9402 8465 3186 4297 09

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

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

PAGA LETTER
BERRY PEOPLE; J&P
I N T

