

SEP 04 2024

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09/04/2024

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VENTURA SUPERIOR COURT

SEP 04 2024

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11. Attorneys for Plaintiff,
12. PIERRE AYALA on behalf of
13. himself, all aggrieved employees, and the State
of California as a Private Attorneys General

14. SUPERIOR COURT OF THE STATE OF CALIFORNIA

15. COUNTY OF VENTURA

16.
17. PIERRE AYALA, an individual, on behalf of
18. himself, all aggrieved employees, and the State
of California as a Private Attorneys General,

19. Plaintiff,

20. vs.

21.
22. COASTAL FARM LABOR SERVICES, INC.,
23. a California corporation; LIMONEIRA
24. COMPANY, a Delaware Company; and DOES
1-50, inclusive,

25. Defendant.
26.
27.
28.

) Case No.: 2024CUOE030216

) REPRESENTATIVE ACTION

) Violation of the Private Attorneys General
Act of 2004, Cal. Labor Code §2698 *et seq.*

1 Plaintiff PIERRE AYALA brings this PAGA representative action complaint on behalf of
2 himself, all aggrieved employees, and the State of California as a Private Attorneys General, and
3 alleges as follows:

4 NATURE OF THE ACTION

5 1. Plaintiff PIERRE AYALA worked as an hourly, nonexempt employee for Defendants
6 COASTAL FARM LABOR SERVICES, INC., and LIMONEIRA COMPANY and Does 1-50
7 (collectively “Defendant”) for many years off and on, most recently in 2024. Defendants operate
8 agricultural related businesses in California. Plaintiff was assigned to work at Limoneira
9 Company’s Santa Paula location as a forklift driver. Plaintiff brings this action pursuant to the
10 Private Attorneys General Act of 2004 (“PAGA”), Cal. Labor Code §2698 *et seq.*, on a
11 representative basis. All current and former hourly, nonexempt employees of Defendants within
12 one year of serving notice on the LWDA to the present are aggrieved employees.

13 2. Defendants failed to comply with California Labor Code requirements due to erroneous,
14 willful and intentional employment practices and policies. Plaintiff brings this representative
15 action on behalf of himself, all other similarly situated aggrieved employees, and the State of
16 California, based upon the claims articulated below.

17 3. Plaintiff provided notice of his claims pursuant to §2698 *et. seq.*, to the Labor and
18 Workforce and Development Agency (“LWDA”) as illustrated by the attached Exhibit, the content
19 of which is expressly incorporated herein. The LWDA has not provided any notice to Plaintiff
20 following the exhaustion of the 65-day notice period required by 2699.3(a)(2)(B). Accordingly,
21 Plaintiff now brings this Complaint for civil penalties under the Private Attorneys General Act
22 (“PAGA”), Labor Code §2698 *et seq.*

23 4. Defendants have had a consistent policy and/or practice of: (1) failing to comply with
24 California Law concerning payment of lawful wage for all hours worked, including overtime hours
25 worked; (2) failing to pay all wages owed twice a month; (3) failing to pay minimum wage; (4)
26 failing to pay reporting time pay; (5) failing to provide rest breaks; (6) violating rest period laws
27 for piece-rate employees; (7) failing to provide uninterrupted meal breaks; (8) failing to provide
28 safe working conditions – excessive heat; (9) failing to provide potable drinking water; (10) failing

1 to reimburse for required business expenses; (11) failing to pay wages due upon termination; and
2 (12) failing to provide accurate itemized wage statements and violating record keeping
3 requirements. Defendants are therefore liable for civil penalties under the Cal. Labor Code,
4 including the Private Attorney General Act (“PAGA”), Labor Code §2698 *et seq.*, as described
5 more fully herein.

6 THE PARTIES

7 5. Plaintiff PIERRE AYALA is a resident of the State of California and worked for
8 Defendant during the statutory period.

9 6. Defendant COASTAL FARM LABOR SERVICES, INC., a California corporation
10 authorized to do business and doing business in California with the capacity to sue and to be sued,
11 and doing business, in the county of Ventura, State of California.

12 7. Defendant LIMONEIRA COMPANY, is a Delaware corporation authorized to do
13 business and doing business in California with the capacity to sue and to be sued, and doing
14 business, in the county of Ventura, State of California.

15 8. Plaintiff is unaware of the true names, capacities, relationships, and extent of
16 participation in the conduct alleged herein, of the Defendant sued as DOES 1 through 50, but is
17 informed and believes and thereon alleges that said Defendant is legally responsible for the
18 wrongful conduct alleged herein and therefore sues Defendant by such fictitious names, Plaintiff
19 will amend this complaint when their true names and capabilities are ascertained.

20 9. Plaintiff is informed and believes and thereon alleges that each Defendant, directly or
21 indirectly, or through agents or other persons, employed Plaintiff and other aggrieved employees
22 of the representative class, and exercised control over their wages, hours, and working conditions.
23 Plaintiff is informed and believes and thereon allege that each Defendant acted in all respects
24 pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business
25 plan or policy in all respects pertinent hereto, and the acts of each Defendant is legally attributable
26 to the other Defendants.

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11. The statutory penalties sought by Plaintiff exceed the minimal jurisdictional limits of the Superior Court and will be established according to proof at trial. Based on information, investigation and analysis, Plaintiff alleges that the amount in controversy, including claims for monetary damages, penalties and attorney's fees is more than twenty-five thousand dollars (\$25,000).

12. The California Superior Court has jurisdiction in this matter because Plaintiff is a resident of California and Defendant is qualified to do business in California and regularly conducts business in California. Further, there is no federal question at issue as the claims herein are based solely on California law.

13. During the relevant time period, Defendants committed various violations of the California Labor Code as alleged below in more detail. Defendant enforces multiple policies that violate state law, which are intended to increase profits to the detriment of aggrieved employees.

14. For at least one (1) year prior to the date of service notice on the LWDA, and continuing to the present, Defendants engaged in unlawful employment practices that resulted in violations of numerous Labor Code sections, as set forth more fully below.

15. Plaintiff and all current and former hourly, nonexempt employees within one year of filing this action to the present are aggrieved employees within the meaning of Labor Code 2699, *et seq.* (See Labor code §2699(c).)

16. Defendants, and each of them, have committed the following violations of the California Labor Code:

///

1 **Failure to Comply with California Law Concerning Payment of Lawful Wage For All**

2 **Hours Worked, Including Overtime Hours Worked**

3 (Cal. Labor Code §§218, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*)

4 17. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
5 incorporate said paragraphs herein by reference.

6 18. The Wage Orders define “hours worked” as “the time during which an employee is
7 subject to the control of an employer, and includes all the time the employee is suffered or
8 permitted to work, whether or not required to do so.”

9 19. When employees like Plaintiff and his coworkers earning at or near minimum wage do
10 not receive payment for all hours worked as a result of unlawful employment practices, the result
11 is that they are earning less than the statutory minimum wages for all hours worked. Defendants
12 have been engaged in many unlawful employment practices which resulted in underpayment for
13 hours worked each pay period, including overtime hours worked, as more fully set forth below.
14 Defendant has also failed to pay the required minimum wage for all hours worked and has failed
15 to pay all wages owed twice per month.

16 20. Pursuant to Labor Code §200(a) “‘Wages’ includes all amounts for labor performed by
17 employees of every description, whether the amount is fixed or ascertained by the standard of time,
18 task, pieced, commission basis, or other method of calculation.”

19 21. Plaintiff and aggrieved employees frequently worked off the clock and were routinely
20 subjected to periods wherein they were under the Defendants’ control but not compensated for
21 their time.

22 22. Defendants do not have employees clock in and out. Instead, supervisors would write
23 in the employees’ clock in and out time based on the schedule start and stop times and not the
24 actual start and stop times. This unlawful rounding and inaccurate timekeeping resulted in unpaid
25 wages, including overtime, for time spent working before and after scheduled shifts, as well as
26 during unpaid meal periods.

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1 28. IWC Wage orders require the payment of reporting time pay as follows:

2 (A) Each workday an employee is required to report for work and does report,
3 but is not put to work or is furnished less than half said employee's usual or
4 scheduled day's work, the employee shall be paid for half the usual or scheduled
5 day's work, but in no event for less than two (2) hours nor more than four (4)
6 hours, at the employee's regular rate of pay, which shall not be less than the
7 minimum wage.
8

9 29. Defendants failed to pay reporting time pay when employees were sent home with less
10 than half of their usual or scheduled day's work.

11 30. As a result of these violations, Defendants are liable for civil penalties pursuant to Cal.
12 Labor Code §558 and §2698 *et. seq.*

13 **Failure to Pay All Wages Due Upon Termination**

14 (Cal. Lab. Code §§201, 202, 203, 256 and 2698 *et seq.*)

15 31. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
16 incorporate said paragraphs herein by reference.

17 32. An employee who is discharged must be paid all of his or her wages, including accrued
18 vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set
19 forth above, Defendants knowingly and willfully failed to pay all compensation due and owing to
20 Plaintiff at the time employment terminated.

21 33. Defendants willfully failed to pay employees who are no longer employed by it all
22 compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202.
23 Plaintiff and similarly situated individuals are now entitled to recover up to thirty (30) days pay as
24 waiting time under the terms of §203. Moreover, Defendants are liable for civil penalties pursuant
25 to Cal. Lab. Code § 2698 *et. seq.*

26 ///

27 ///

1 **Failure to Provide Uninterrupted Meal Breaks**

2 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*)

3 34. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
4 incorporate said paragraphs herein by reference.

5 35. Labor Code §512 provides, “[a]n employer may not employ an employee for a work
6 period of more than five hours per day without providing the employee with a meal period of not
7 less than 30 minutes...” Labor Code §226.7(a) provides, “[n]o employer shall require an employee
8 to work during any meal... period mandated by an applicable order of the Industrial Welfare
9 Commission.” Paragraph 11 of the Wage Order provides, in pertinent part, “[u]nless an employee
10 is relieved of all duty during a 30-minute meal period, the meal period shall be considered an ‘on
11 duty’ meal period and counted as time worked.”

12 36. In this case, Plaintiff and his coworkers did not receive meal periods. Instead they were
13 required to work through their meal periods. The only break in their day was one 15-minute rest
14 period.

15 37. The Wage Orders require employers to authorize and permit employees to take an
16 uninterrupted 30-minute meal period after no more than 5 hours of work. Pursuant to Labor Code
17 §1198, “the employment of any employee... under conditions of labor prohibited by the order is
18 unlawful.” Defendant failed to permit Plaintiff and others to take timely, off-duty, meal breaks of
19 “not less than 30 minutes” for each five consecutive hours of work in violation of Labor Code
20 §§226.7 and 512. Defendants never paid penalty pay to Plaintiff or aggrieved employees for
21 noncompliant meal periods. As a derivative claim, Plaintiff alleges that pay statements were
22 inaccurate, failing to include required meal period penalties, thus failing the requirements of Labor
23 Code §226(a). As a result of these violations, Defendants are liable for civil penalties pursuant to
24 Cal. Labor Code §558 and §2698 *et. seq.*

25 **Failure to Provide Rest Breaks and Potable Water**

26 (Cal. Lab. Code §§226, 226.7, 512, 558, 1198, 2350, 2441, 2698 *et seq.*, 3457, 6712)

27 38. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
28 incorporate said paragraphs herein by reference.

1 39. Defendants have failed to maintain a policy and practice that provides or permits its
2 employees to take off-duty rest periods as required by California law. Employees are entitled to at
3 least a ten-minute rest period in which they are relieved of all duties, as required by Cal. Lab. Code
4 §226.7, §512 and the Wage Order.

5 40. Plaintiff and aggrieved employees only received one rest break per 8 hour shift.
6 Employees were encouraged to eat their meals during this break because they did not receive meal
7 periods.

8 41. Defendants failed to pay Plaintiff and similarly situated employees all premium
9 compensation (one hour of pay at the employee's regular rate of pay for missed, untimely rest,
10 interrupted, or noncompliant rest periods) mandated by Labor Code §226.7 (b). As a derivative
11 claim, Plaintiff alleges that pay statements were inaccurate, failing to include required rest period
12 penalties, thus failing the requirements of Labor Code §226(a) and §1198. As a result of these
13 violations, Defendants are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698
14 *et. seq.*

15 42. Potable Drinking Water. Rest breaks did not comply with state laws as required by
16 Labor Code §226.7 for numerous reasons, including because employees were denied sufficient
17 potable water.

18 43. California Labor Code §2441 requires employers to provide fresh, free, and pure
19 drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395
20 requires the provision of "potable drinking water meeting the requirements of §§1524, 3363, and
21 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably
22 cool, and provided to employees free of charge."8 CCR § 3457(c) further requires the provision
23 of potable drinking water and single-use cups. Plaintiff and aggrieved employees were not
24 provided with adequate potable drinking water, not nearly sufficient to meet the needs of the large
25 number of employees working throughout the duration of the shift, within reasonable proximity to
26 their workplaces.

27 44. Pursuant to §2441, "Any violation of this section is punishable for each offense by a
28 fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by

1 imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal.
2 Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation
3 standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for
4 each violation.”

5 45. Plaintiff and aggrieved employees were not provided with potable water sufficient
6 potable water for all employees within reasonable proximity to their workplace.

7 46. Defendants failed to pay Plaintiff and similarly situated employees the premium
8 compensation (one hour of pay at the employee’s regular rate of pay for missed or untimely rest
9 periods) mandated by Labor Code §226.7 (b) for these noncompliant rest periods. Rest period
10 violations occurred daily, however no rest period penalty pay is listed on any paystubs. Pursuant
11 to Labor Code §1198, “the employment of any employee... under conditions of labor prohibited
12 by the order is unlawful.” Accordingly, because Defendants violated Wage Order provisions
13 requiring rest breaks, Defendant violated §1198. As a result of these violations, Defendants are
14 liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et. seq.* As a derivative claim,
15 Plaintiff alleges that his pay statements were inaccurate, failing to include required rest period
16 penalties, thus failing the requirements of Labor Code §226(a), resulting in further liability under
17 Cal. Labor Code §§ 558 and 2698 *et. seq.*

18 **Failure to Provide Safe Working Conditions**

19 (Cal. Labor Code §§ 1198)

20 47. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
21 incorporate said paragraphs herein by reference.

22 48. Plaintiff experienced excessive heat in each facility they worked in. Defendants’
23 workplaces would get unsafely hot. Defendants did not have proper climate control or ventilation.
24 Plaintiff and his coworkers worked in unbearable heat.

25 49. The Wage Orders require:

- 26 a. The temperature maintained in each work area shall provide reasonable comfort
27 consistent with industry-wide standards for the nature of the process and the work
28 performed.

1 b. If excessive heat or humidity is created by the work process, the employer shall
2 take all feasible means to reduce such excessive heat or humidity to a degree
3 providing reasonable comfort.

4 50. By violating the wage order, Defendants are liable pursuant to LC §1198 and for civil
5 penalties pursuant to §2698 *et. seq.*

6 **Failure to Reimburse for Required Business Expenses**

7 (Cal. Labor Code §§1198, 2802, 2699 *et seq.*)

8 51. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
9 incorporate said paragraphs herein by reference.

10 52. Labor Code §2802 requires employers to indemnify employees for necessary
11 expenditures or losses incurred by employees in direct consequence of the discharge of duties.

12 53. Plaintiff and aggrieved employees are required to use their personal cell phones for
13 work related communications, although Defendants did not reimburse them in any way for the
14 expense of their personal cell phone use as required by the Labor Code. Employees were not
15 compensated for any of these expenses. Accordingly, Defendants are liable for civil penalties
16 under PAGA §2699 *et seq.*

17 **Failure to Provide Accurate Itemized Wage Statements and Violation of Record Keeping**
18 **Requirements**

19 (Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*)

20 54. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
21 incorporate said paragraphs herein by reference.

22 55. Defendants knowingly and intentionally failed to provide timely, accurate, itemized
23 wage statements to Plaintiff and the aggrieved employees, as well as maintain accurate records, in
24 accordance with Labor Code §§ 226 and 1174.

25 56. The statements provided to Plaintiff and aggrieved employees, and the records
26 maintained by Employers, have not accurately reflected actual shift start and stop times, the
27 accurate total hours worked, gross wages earned, including pay for all hours worked and the
28 accurate rate of pay for all hours worked, and overtime pay, and pay for meal and rest period

1 premium wages. Such failures caused injury to Plaintiff and others, by, among other things,
2 impeding them from knowing the total hours worked and the amount of wages to which they are
3 and were entitled. Defendants are liable for civil penalties pursuant to Labor Code § 2699 *et seq.*

4 **Violation of Rest Period Laws for Piece-Rate Employees**

5 (Cal Labor Code §§ 226.2, 2698 *et seq.*)

6 57. Labor Code Section 226.2 requires an employer to pay employees compensated on a
7 piece-rate basis separately for rest and recovery periods and nonproduction time, apart from any
8 piece-rate pay. This statute further requires an employer to include on the wage statements for
9 these employees the total hours of compensable rest and recovery period, the total hours for other
10 non-productive time, the rates of compensation for these hours, and the gross wages paid for these
11 hours. In addition, the statute requires that employees shall be compensated for rest and recovery
12 periods at a regular hourly rate that is no less than the higher of: (i) an average hourly rate
13 determined by dividing the total compensation for the workweek, exclusive of compensation for
14 rest and recovery periods and any premium compensation for overtime, by the total hours worked
15 during the workweek, exclusive of rest and recovery periods, or (ii) The applicable minimum
16 wage. Per case law, Labor code section 226.2 also applies to employees compensated on a
17 commission basis.

18 58. Defendants failed to compensate Plaintiff and aggrieved employees who were paid
19 solely on a piece rate and/or commission basis separately for the rest periods and nonproductive
20 time, and/or failed to pay them for this time at the correct rates. Based on information and belief,
21 Defendants further failed to include this information on Plaintiff and aggrieved employees' wage
22 statements. As such, Defendants failed to comply with Labor Code Section 226.2.

23 **FIRST CAUSE OF ACTION**

24 **Against Defendant for Violation of the Private Attorneys General Act ("PAGA")**

25 **(California Labor Code §2698 *et seq.*)**

26 59. Plaintiff reasserts and realleges all preceding paragraphs as if fully set forth and
27 incorporate said paragraphs herein by reference.
28

1 60. Plaintiff is an “aggrieved employee” under PAGA, as he was employed by Defendants
2 during the applicable statutory period and suffered one or more of the Labor Code violations set
3 forth herein. Accordingly, Plaintiff seeks to recover on behalf of himself and all other current and
4 former aggrieved employees of Defendants, the civil penalties provided by PAGA, plus reasonable
5 attorneys’ fees and costs.

6 61. Plaintiff seeks to recover the PAGA civil penalties through a representative action
7 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46 Cal.
8 4th 969. Therefore, class certification of the PAGA claims brought herein is not required.

9 62. Plaintiff seeks civil penalties pursuant to PAGA for violations of the following Labor
10 Code provisions:

- 11 a. Failure to Pay For All Hours Worked, Including Overtime Hours Worked (Cal.
12 Labor Code §§207, 218, 246, 510, 558, 1194, 1197, 1198, 1199, 2698 *et seq.*);
- 13 b. Failure to Pay All Wages Owed Twice Per Month (Cal Labor Code §§204, 210,
14 and 2698 *et seq.*);
- 15 c. Failure to Pay Minimum Wage (Cal. Lab. Code §§200, 218.5, 226, 558, 1194,
16 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*);
- 17 d. Failure to Pay Reporting Time Pay (Cal. Lab. Code §§218.6, and 226 *et seq.*);
- 18 e. Failure to Pay Wages Due Upon Termination (Cal. Lab. Code §§201-203, 256 and
19 2698 *et seq.*);
- 20 f. Failure to Provide Uninterrupted Meal Breaks (Cal. Labor Code §§226, 226.7, 512,
21 558, 1198, 2698 *et seq.*);
- 22 g. Failure to Provide Rest Breaks and Potable Water (Cal. Labor Code §§226, 226.7,
23 512, 558, 1198, 2350, 2441, 2698 *et seq.*, 3457, 6712.);
- 24 h. Failure to Provide Safe Working Conditions (Cal. Labor Code §§1198, 2802, 2699
25 *et seq.*);
- 26 i. Failure to Reimburse for Required Business Expenses (Cal. Labor Code §§ 1198,
27 2802 and 2699 *et seq.*);
- 28

1 j. Failure to Provide Accurate Itemized Wage Statements (Cal. Labor Code §§ 226,
2 1174, 2699 *et seq.*);

3 k. Violation of Rest Period Laws for Piece-Rate Employees (Cal. Labor Code
4 §§226.2, 2698 *et seq.*)

5 63. With respect to violations of Labor Code §226(a), Labor Code §226.3 imposes a civil
6 penalty in addition to any other penalty provided by law of two hundred fifty dollars (\$250) per
7 aggrieved employee for the first violation, and one thousand dollars (\$1,000) per aggrieved
8 employee for each subsequent violation of Labor Code §226(a).

9 64. With respect to violations of Labor Code §512, Labor Code §558 imposes a civil
10 penalty in addition to any other penalty provided by law of fifty dollars (\$50) for initial violations
11 for each underpaid employee for each pay period for which the employee was underpaid, and one
12 hundred dollars (\$100) for subsequent violations for each underpaid employee for each pay period
13 for which the employee was underpaid.

14 65. Labor Code §2698 *et seq.* imposes a civil penalty of one hundred dollars (\$100) per
15 pay period, per aggrieved employee for initial violations, and two hundred dollars (\$200) per pay
16 period, per aggrieved employee for subsequent violations for all Labor Code provisions for which
17 a civil penalty is not specifically provided.

18 66. Plaintiff and the other current and former employees of Defendants are aggrieved
19 employees. They were or are employed by Defendants, and each of them, and the violations alleged
20 herein were committed against them. Plaintiff brings this action on behalf of himself and all other
21 current and former aggrieved employees.

22 67. At the time of each violation, Defendants employed one or more employees.

23 68. As a result of the aforesaid wrongful and illegal conduct of Defendants, and each of
24 them, Plaintiff and aggrieved employees are entitled to civil penalties in an amount to be
25 determined at trial, pre-judgment interest, costs and attorneys' fees.

26 69. Plaintiff has complied with all procedural requirements of Labor Code §2699.3 prior
27 to filing this Complaint. By the Notice attached as Exhibit 1, submitted online to the Labor and
28 Workforce Development Agency ("LWDA") and served by certified mail upon Defendant,
Plaintiff through counsel notified the LWDA and Defendants of the specific Labor Code

provisions that Defendants have violated. The LWDA did not respond to Plaintiff's Notice within the statutory timeframe, and Plaintiff has therefore exhausted administrative remedies. Pursuant to Labor Code §2699.3, Plaintiff may now pursue their PAGA claims in this action on behalf of aggrieved employees and the State of California.

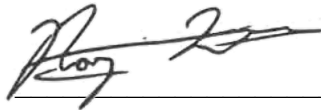
PRAYER FOR RELIEF

WHEREFORE, Plaintiff, individually and on behalf of the aggrieved employees, prays for judgement against Defendants as follows:

1. An award of civil penalties pursuant to PAGA and the Cal. Labor Code in an amount to be determined at trial, but at least the jurisdictional amount of this Court;
2. An award of reasonable attorneys' fees and costs pursuant to California Labor Code §2699(g) and/or other applicable law;
3. For civil penalties as provided under Labor Code §§226.3 and 558, and/or other applicable law;
4. Pre-judgement and post-judgement interest as provided by law; and
5. Such other and further relief that the Court may deem just and proper.

DATED: September 3, 2024

KOUL LAW FIRM, APC



BY: Nazo Koulloukian, Esq.

Attorneys for Plaintiff PIERRE AYALA, and all
aggrieved employees

EXHIBIT A – PAGA NOTICE LETTER

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3435 WILSHIRE BLVD

SUITE 1710

LOS ANGELES, CA 90010

www.koullaw.com

June 27, 2024

Via E-filing:

California Labor & Workforce
Development Agency
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

Via Certified U.S. Mail:

Coastal Farm Labor Services, Inc.
319 Lambert Street, Suite B
Oxnard, CA 93036

Limoneira Company
1141 Cummings Road
Santa Paula, CA 93060

Re: PAGA Notice Pursuant to California Labor Code §2699
Claimants: Pierre Ayala
Employers: Coastal Farm Labor Services, Inc., and Limoneira Company

Dear Sir or Madam:

Claimant and aggrieved employee Pierre Ayala has retained Nazo Koulloukian, Esq. of Koul Law Firm, APC, and Sahag Majarian, II, and Garen Majarian of Majarian Law Group, APC, to represent him, and all other aggrieved employees in California, for wage and hour claims against his former employers, Coastal Farm Labor Services, Inc., and Limoneira Company (hereafter collectively referred to as “Employers”).

Claimant Pierre Ayala worked for Employers for many years off and on, most recently in 2024 during the statutory period. Claimant was assigned to work at Limoneira Company’s Santa Paula location as a forklift driver.

Claimant brings this action against the above employers, including the staffing agencies and their client employer, pursuant to Labor Code Section 2810.3. This PAGA Notice letter shall also serve as notice, pursuant to subdivision 6 (d) of Section 2810.3, that Claimants, on behalf of themselves and similarly situated employees, will file a civil action against all employers named above in accordance with Labor Code Section 2810.3, subdivision 6 (b-f), which provide:

(b) A client employer shall share with a labor contractor all civil legal responsibility and civil liability for all workers supplied by that labor contractor for both of the following:

(1) The payment of wages.

(2) Failure to secure valid workers' compensation coverage as required by Section 3700.

Employers violated, and/or has caused to be violated, several Labor Code provisions and is therefore liable for civil penalties under Labor Code § 2698 *et seq.* We request that your agency investigate the claims alleged below or permit Claimant to seek civil penalties under the Private Attorney General Act ("PAGA"), Labor Code § 2698 *et seq.*, on behalf of the Labor and Workforce and development Agency ("LWDA") and the State of California in a representative action. This letter will serve as notice of these allegations pursuant to Labor Code § 2699.3. Based on information and belief, Employers continue to commit all the violations alleged herein.

Claimant alleges herein the specific provisions of California law that Employer has violated, requiring this Notice, including but not limited to: California Labor Code sections 201-203, 204, 208, 210, 216, 221-223, 226, 226.2, 226.7, 227, 245-248.6, 432, 432.5, 432.6, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, additional code sections cited below herein, and all applicable Wage Orders.

Failure to Pay For All Hours Worked, Including Overtime Hours Worked

Cal. Labor Code §§200, 204, 206, 206.5, 210, 216, 218, 218.6, 221, 223, 246, 510, 511, 558, 1194, 1197, 1197.1, 1198, 2698 *et seq.*, Wage Orders

The Wage Orders define "hours worked" as "the time during which an employee is subject to the control of an including all the time the employee is suffered or permitted to work, whether or not required to do so."

Pursuant to Labor Code §200(a) "'Wages' includes all amounts for labor performed by employees of every description, whether the amount is fixed or ascertained by the standard of time, task, piece, commission basis, or other method of calculation."

Claimant and aggrieved employees frequently worked off the clock and were routinely subjected to periods wherein they were under the Employers' control but not compensated for their time.

Employers do not have employees clock in and out. Instead, supervisors would write in the employees' clock in and out time based on the schedule start and stop times and not the actual start and stop times. This unlawful rounding and inaccurate timekeeping resulted in unpaid wages, including overtime, for time spent working before and after scheduled shifts, as well as during unpaid meal periods.

As a result of the violations described herein, employees worked off the clock and were not paid for all hours worked, including overtime at the employees' regular rate of pay. Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Failure to Pay All Wages Owed Twice Per Month

Cal. Lab. Code §§204, 210, and 2698 *et seq.*

Employers were required to pay Claimant and aggrieved employees all wages earned twice during each calendar month pursuant to Labor Code §204(a). Employers failed to pay all wages earned to employees as a result of the unlawful employment policies and practices discussed herein. As a result of these practices, employees were underpaid for hours worked, including overtime, premium, and penalty wages, and this underpayment resulted in a failure to pay all wages owed twice per month. Due to this failure, Employers are liable under Labor Code §210 for failure to pay wages as required by law.

Failure to Pay Minimum Wage

Cal. Labor Code §§ 200, 218.5, 226, 558, 1194, 1194.2, 1197, 1197.2, 1198, 1199, 2698 *et seq.*

Pursuant to Labor Code §§ 1194, 1194.2 and 1197, it is unlawful for an employer to suffer or permit a California employee to work without paying wages at the proper minimum wage for all time worked as required by the Applicable Wage Orders. Pursuant to the Applicable Wage Orders “hours worked” include “the time during which an employee is subject to the control of an employer and includes all the time the employee is suffered or permitted to work, whether or not required to do so.”

During the applicable recovery period, Aggrieved Employees were suffered, permitted, and required to perform work by Employer for which they received no pay.

The aforementioned acts by Employers were undertaken with the intention of depriving Aggrieved Employees of their earned wages. As a result of these ongoing violations, Employers are liable for, among other things, civil penalties pursuant to Labor Code §§ 558 & 2698 *et seq.*

Failure to Pay Reporting Time Pay

Cal. Labor Code §§218.6, 226; Wage Orders

The IWC Wage Order requires employers to pay half of the employee’s “usual or scheduled day’s work,” and in no event less than two (2) hours pay on each instance the employer requires an employee to report to work, as set forth fully below:

5. Reporting Time Pay

(A) Each workday an employee is required to report for work and does report, but is not put to work or is furnished less than half said employee's usual or scheduled day's work, the employee shall be paid for half the usual or scheduled day's work, but in no event for less than two (2) hours nor more than four (4) hours, at the employee's regular rate of pay, which shall not be less than the minimum wage.

Claimant and other Aggrieved Employees were sometimes required to report to work for their usual and scheduled 8-hour shifts, but were provided less than half of their usual or scheduled day's shift. In these instances, Employers failed to pay reporting time wages.

As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §558 and §2698 *et seq.*

Failure to Provide Rest Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*

Employers have failed to maintain a compliant rest period policy and practice that provides its employees with off-duty rest periods as required by California law.

Claimant and aggrieved employees only received one rest break per 8 hour shift. Employees were encouraged to eat their meals during this break because they did not receive meal periods.

Rest periods were often either less than ten minutes, not provided, interrupted or late, "on duty", or not scheduled before and after a meal period for shifts greater than six hours, as prescribed by California law because Employers: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to rest breaks and premium payments for non-compliant rest breaks; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted ten-minute rest breaks; (4) because Employers did not staff enough people to schedule all timely and uninterrupted ten-minute rest breaks; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant rest break policy.

Employers did not authorize or permit all of its hourly employees to take at least a ten minute rest period in which they were relieved of all duties, for every 4 hours of work, or major fraction thereof, as required by Cal. Lab. Code §226.7, §512 and the Wage Orders. When breaks were missed Employers failed to pay the 1-hour penalty, as required. Because Employers violated the Wage Order, Employer is liable under Labor Code §1198. As a result of these violations, Employers are liable for civil penalties pursuant to Cal. Labor Code §2698 *et seq.*

Violation of Rest Period Laws for Piece-Rate Employees

Cal. Labor Code §§ 226.2, 2698 *et seq.*

Labor Code section 226.2 requires an employer to pay employees compensated on a piece-rate basis separately for rest and recovery periods and nonproductive time, apart from any piece-rate pay. This statute further requires an employer to include on the wage statements for these employees the total hours of compensable rest and recovery period, the total hours for other non-productive time, the rates of compensation for these hours, and the gross wages paid for these hours. In addition, the statute requires that employees shall be compensated for rest and recovery

periods at a regular hourly rate that is no less than the higher of: (i) an average hourly rate determined by dividing the total compensation for the workweek, exclusive of compensation for rest and recovery periods and any premium compensation for overtime, by the total hours worked during the workweek, exclusive of rest and recovery periods, or (ii) The applicable minimum wage. Per case law, Labor Code section 226.2 also applies to employees compensated on a commission basis.

Employers failed to compensate Claimant and aggrieved employees who were paid solely on a piece rate and/or commission basis separately for the rest periods and nonproductive time, and/or failed to pay them for this time at the correct rates. Based on information and belief, Employers further failed to include this information on Claimant and aggrieved employees' wage statements. As such, Employers failed to comply with Labor Code section 226.2.

Failure to Provide Uninterrupted Meal Breaks

Cal. Labor Code §§226, 226.7, 512, 558, 1198, 2698 *et seq.*

During Claimant's employment, Employers failed to maintain a compliant meal period policy and practice. Employers failed to provide all of its hourly employees with their right to take an off-duty unpaid 30-minute meal period. Labor Code §512 provides, "[a]n employer may not employ an employee for a work period of more than five hours per day without providing the employee with a meal period of not less than 30 minutes..." Labor Code §226.7(a) provides, "[n]o employer shall require an employee to work during any meal... period mandated by an applicable order of the Industrial Welfare Commission." Paragraph 11(A) of the Wage Orders provides, in pertinent part, "[u]nless an employee is relieved of all duty during a 30-minute meal period, the meal period shall be considered an 'on duty' meal period and counted as time worked." Labor Code 1198 states that any violation of a wage order is a violation of the Labor Code.

Claimant and Aggrieved Employees did not receive meal periods. Instead they were required to work through their meal periods. The only break in their day was one 15-minute rest period.

Full, uninterrupted, off-duty, thirty-minute meal periods were not provided because Employers: (1) did not account for all hours worked that were unaccounted for on their timecard; (2) did not adequately inform and train employees about their rights to meal periods and premium payments for non-compliant meal periods; (3) did not adequately inform and train employees about when, where and how to take timely and uninterrupted thirty-minute meal periods; (4) because Employer did not staff enough people to schedule all timely and uninterrupted thirty-minute meal periods; and/or (5) because management at various levels, affecting all hourly, non-exempt employees, refused to offer, permit, or enforce a lawfully compliant meal period policy. Employees were not paid a premium payment, paid as an hour's wage when meal periods were not given to them in compliance with California law.

Failure to Provide Safe Working Conditions – Excessive Heat

Cal. Labor Code §1198, Wage Order

Claimant experienced excessive heat in each facility they worked in. Employers' workplaces would get unsafely hot. Employers did not have proper climate control or ventilation. Claimant and his coworkers worked in unbearable heat and.

Wage Order 1 ¶15 requires:

(A) The temperature maintained in each work area shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and the work performed.

(B) If excessive heat or humidity is created by the work process, the employer shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.

Labor Code § 1198 makes it unlawful to employ employee in conditions prohibited by the wage order. By violating the wage order, Employer is liable for civil penalties pursuant to §2698 *et. seq.*

Failure to Provide Potable Drinking Water

Cal. Labor Code §2441

California Labor Code §2441 requires employers to provide fresh, free, and pure drinking water for employees, at reasonable and convenient times and places. 8 CCR §3395 requires the provision of “potable drinking water meeting the requirements of §§1524, 3363, and 3457, as applicable, including but not limited to the requirements that it be fresh, pure, suitably cool, and provided to employees free of charge.” 8 CCR § 3457(c) further requires the provision of potable drinking water and single-use cups.

Claimant and aggrieved employees were not provided with potable water sufficient potable water for all employees within reasonable proximity to their workplace.

Pursuant to §2441, “Any violation of this section is punishable for each offense by a fine of not less than fifty dollars (\$50), nor more than two hundred dollars (\$200), or by imprisonment for not more than 30 days, or by both the fine and imprisonment.” Pursuant to Cal. Labor Code §6712, “any employer who fails to provide the facilities required by the field sanitation standard shall be assessed a civil penalty...of not less than seven hundred fifty dollars (\$750) for each violation.”

Failure to Reimburse for Required Business Expenses

Cal. Labor Code §§1198, 2802, 2698 *et seq.*

Labor Code §2802 requires employers to indemnify employees for necessary expenditures or losses incurred by employees in direct consequence of the discharge of duties.

Claimant and aggrieved employees are required to use their personal cell phones for work related communications, although Employers did not reimburse them in any way for the expense of their personal cell phone use as required by the Labor Code. Accordingly, Employers are liable for civil penalties under PAGA §2699 *et seq.*

Failure to Pay Wages Due Upon Termination

Cal. Lab. Code §§201, 202, 203 and 2698 *et seq.*

An employee who is discharged must be paid all of his or her wages, including accrued vacation, immediately at the time of termination. (Labor Code Sections 201 and 227.3.) As set forth above, Employers knowingly and willfully failed to pay all compensation due and owing to Claimants at the time employment terminated.

Employers willfully failed to pay employees who are no longer employed by it all compensation due upon termination of employment as required by Cal. Lab. Code §§201 and 202. Claimants and similarly situated individuals are now entitled to recover up to thirty (30) days pay as waiting time under the terms of §203. Moreover, Employers are liable for civil penalties pursuant to Cal. Lab. Code § 2698 *et. seq.*

Failure to Provide Accurate Itemized Wage Statements & Violation of Record Keeping Requirements

Cal. Labor Code §§ 226, 1174, 1174.5, 2699 *et seq.*

Employers knowingly and intentionally failed to provide timely, accurate, itemized wage statements to Claimants and Aggrieved Employees in accordance with Labor Code §§ 226 and keep accurate records as required by §1174(d). The statements provided to Claimant and Aggrieved Employees, and the records maintained by Employers, have not accurately reflected actual shift start and stop times, the accurate total hours worked, gross wages earned, including pay for all hours worked and the accurate rate of pay for all hours worked, and overtime pay, and pay for meal and rest period premium wages.

§226 (a) requires:

An employer, semimonthly or at the time of each payment of wages, shall furnish to his or her employee, either as a detachable

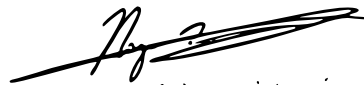
part of the check, draft, or voucher paying the employee's wages, or separately if wages are paid by personal check or cash, an accurate itemized statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, except as provided in subdivision (j), (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, provided that all deductions made on written orders of the employee may be aggregated and shown as one item, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer and, if the employer is a farm labor contractor, as defined in subdivision (b) of Section 1682, the name and address of the legal entity that secured the services of the employer, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee...

Such failures called injury to Claimant and others, by, among other things, impeding them from knowing the total hours worked and the amount of wages to which they are and were entitled. Employers knowingly and intentionally failed to accurately itemize the correct gross wages earned, net wages earned, meal and rest premium pay, and total hours worked. Employers are liable for civil penalties pursuant to Labor Code § 2698 *et seq.*

Conclusion

Employers have violated a number of California wage and hour laws. Claimant respectfully request that the agency investigate the above allegations and hereby provide notice of the allegations pursuant to PAGA's provisions. Alternatively, Claimant requests that the agency inform him if it does not intend to investigate these violations so that they may pursue the claims as a representative action in civil court.

Respectfully submitted,



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Attorney for Claimant