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County of Santa Barbara
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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA (NORTH COUNTY)

EDUARDO FRANCISCO MAURILIO;
DAYSI ARIAS; PAULA HERNANDEZ
MARTINEZ; as individuals, on behalf of
themselves and others similarly situated,

PLAINTIFFS,

v.

AGRO-JAL FARMING ENTERPRISES;
PALOMA PACKING, INC.; and DOES 1
thru 50, inclusive,

DEFENDANTS.

CASE NO. 24CV03428

[Case Assigned for All Purposes to Hon. Jed
Beebe In Dept. 4]

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

**FIRST AMENDED CLASS AND
REPRESENTATIVE ACTION
COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violation of Labor Code § 221
7. Violation of Business & Professions Code § 17200
8. Penalties Pursuant to Labor Code §2699, et seq.

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Attorneys for Plaintiffs and the Proposed Class

1 Plaintiffs EDUARDO FRANCISCO MAURILIO; DAYSI ARIAS; PAULA
2 HERNANDEZ MARTINEZ; as individuals, on behalf of themselves, all others similarly
3 situated, and on behalf of the people of the State of California and as “aggrieved employees”
4 under Labor Code Private Attorneys General Act of 2004, § 2699, *et seq.* (hereafter “PAGA”),
5 complains of Defendants AGRO-JAL FARMING ENTERPRISES; PALOMA PACKING, INC.
6 (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 field workers who are employed or have been employed by
12 AGRO-JAL FARMING ENTERPRISES; PALOMA PACKING,
13 INC. in the State of California since March 26, 2021, until the
14 present and continuing. (“Proposed Class”)

15 2. Plaintiffs and the Proposed Class worked for Defendants, either directly or through
16 various Farm Labor Contractors (“FLC”), in or near Santa Barbara County, California as seasonal
17 agricultural workers. Plaintiffs and the Proposed Class worked in the cultivation and harvest of
18 vegetables (including, but not limited to broccoli, cauliflower, celery, and lettuce), and doing other
19 agricultural work, on land owned, leased, managed, and/or operated, harvested, or otherwise made
20 productive by Defendants. Plaintiffs and the Proposed Class were paid on an hourly basis and also
21 earned a piece rate for work picking crops.

22 3. From at least four (4) years prior to the filing of this action continuing to the present,
23 Defendants have had a consistent policy of failing to pay wages and/or overtime to all Proposed
24 Class Members at the appropriate rate as follows:

25 a. Plaintiffs and the Proposed Class were not properly compensated for all
26 hours worked, because Defendants failed to pay Plaintiffs and the Proposed Class for each and
27 every hour worked. Plaintiffs and the Proposed Class routinely worked “off the clock” and
28 performed compensable activities before, during, and after each working shift for which no pay
was provided.

1 b. With regard to pre-shift work, Plaintiffs and the Proposed Class are required
2 to report to work prior to their scheduled shift and perform work but are routinely told by
3 Defendants to wait anywhere from approximately 10 to 40 minutes before Plaintiffs and the
4 Proposed Class can begin their scheduled shifts. Plaintiffs and the Proposed Class are required to
5 walk 8 to 10 minutes everyday walking to the field and prepping material for the day of work,
6 including bringing the necessary tools required. Plaintiffs and the Proposed Class are not allowed
7 to park close to the field where they will be harvesting crops, so they are required to arrive early
8 to walk to the field. Additionally, Plaintiffs and the Proposed Class are required to arrive 20 to 40
9 minutes early on days when the foreman called a meeting. During the rainy season, Plaintiffs and
10 the Proposed Class were required to wait around 30 min to 2 hours three to four times a week
11 before beginning their scheduled shifts. Sometimes, the foreman would force the crew to begin
12 working without necessary protection despite the weather conditions, but Plaintiffs and the
13 Proposed Class would not be paid for any additional time in excess of eight hours in one workday.
14 This waiting time and work performed prior to Plaintiffs' and the Proposed Class' scheduled shift
15 occurs daily and Plaintiffs and the Proposed Class are not compensated for this wait time or work
16 performed. These activities and time are compensable, but Defendants fail to pay Plaintiffs and
17 the Proposed Class for this time worked.

18 c. In the middle of Plaintiffs' and the Proposed Class shifts, Defendants
19 required Plaintiffs and the Proposed Class to travel between fields once they are done picking at
20 one field. Plaintiffs and the Proposed Class use their own vehicle(s) to travel to between fields per
21 shift one or twice per season at least, during their lunch breaks. Plaintiffs and the Proposed Class
22 are not compensated for this travel time, nor are they reimbursed for use of their personal vehicle
23 to perform required work. This travel time usually takes 35 minutes to 1 hour to go from field to
24 field.

25 d. With regard to post-shift work, at the end of each working shift, Plaintiffs
26 and the Proposed Class are instructed by the foreman to close the row they were working on, and
27 clean the machines used before leaving. Plaintiffs and the Proposed Class would work 25 to 40
28 minutes after the end of their shift in order to finish the row they were working on and clean the

1 machines. This time spent finishing their row and cleaning the machines was performed after being
2 “clocked out” and as such, Plaintiffs and the Proposed Class are not compensated for this time
3 worked even though this time is compensable. Additionally, Plaintiffs and the Proposed Class
4 spend time after their scheduled shift putting away tools and other work-related equipment,
5 including tools and protective gear. Plaintiffs and the Proposed Class have to walk back to their
6 cars which are parked 8 to 10 minutes away from the field. This time spent putting away equipment
7 and walking back to their cars is performed after being “clocked out” and as such, Plaintiffs and
8 the Proposed Class are not compensated for this time worked even though this time is
9 compensable.

10 e. Additionally, Defendants have had a consistent policy of failing to pay
11 wages and/or overtime to Plaintiffs and all Proposed Class at the appropriate rate of pay. Plaintiffs
12 and other Proposed Class were not properly compensated for all hours worked over eight (8) hours
13 in one day or forty (40) hours in one week. Plaintiffs and the Proposed Class were not properly
14 compensated for overtime worked because Defendants failed to pay Plaintiffs and the Proposed
15 Class for all hours worked over 8 hours per day or 40 hours per week. As such, Plaintiffs and the
16 Proposed Class were not paid overtime pay despite working over eight (8) hours in one day or
17 forty (40) hours in one week. If overtime was paid, the foreman would announce to the employees
18 that Defendant was paying overtime for the day, but this would be capped for all workers.

19 4. From at least four (4) years prior to the filing of this action and continuing to the
20 present, Defendants have had a consistent policy of failing to inform Proposed Class Members of
21 their right to take meal periods by way of a lawful policy and failing to provide Plaintiffs and the
22 Proposed Class members compliant meal periods, and failing to pay such employees one (1) hour
23 of pay at the employees’ regular rate of compensation for each workday that the meal period is not
24 provided or provided after five (5) hours, as required by California state wage and hour laws.
25 Additionally, Defendants have had a consistent policy of failing to pay meal period premiums in
26 compliance with California law.

27 5. For at least four (4) years prior to the filing of this action and continuing to the
28 present, Defendants have failed to reimburse Plaintiffs and the Proposed Class for their tools and

1 mileage necessary to perform their job duties. The work performed by Plaintiffs and the Proposed
2 Class necessitated the use of special tools. Plaintiffs and the Proposed Class are required to work
3 without being reimbursed for their business expenses. The work performed by Plaintiffs and the
4 Proposed Class necessitated the use of tools such as, but not limited to, aprons, gloves, boxes,
5 knives, belts, and boots, and various other tools. Defendants fail to reimburse Plaintiffs and the
6 Proposed Class for the costs associated with purchasing and using these tools.

7 a. When employees first begin performing work for Defendants, they are
8 provided tape for packing, big bags to cover from the rain, a pair of blue gloves, and an apron.
9 However, these tools are of poor quality and are required to be returned every day after finishing
10 work. Additionally, Defendant allows Plaintiffs and the Proposed Class to purchase tools from
11 Defendants and Defendants will charge workers for the costs of the tools from their paychecks.
12 The tools provided by Defendants do not allow Plaintiffs and the Proposed Class to perform their
13 work adequately.

14 b. Plaintiffs and the Proposed Class are required to purchase a variety of
15 specialized tools in order to perform their work adequately. These tools/equipment include: various
16 types of gloves, specialized knives for vegetable harvesting, belts, aprons, hats, scarves, boots,
17 jackets, and pants. Defendants do not provide these tools and fails to reimburse Plaintiffs and the
18 Proposed Class for the costs associated with purchasing and using these tools/equipment.

19 c. Defendants also required Plaintiffs and all Proposed Class members to
20 travel between fields to perform work tasks. Because Defendant did not provide buses or other
21 transportation to workers so that they could travel from field to field in the middle of their shifts,
22 Plaintiffs and the Proposed Class used their own vehicles to travel from field to field. Defendants
23 did not reimburse Plaintiffs and the Proposed Class for their vehicle use for travel between
24 Defendants' job sites during the course of a work shift, in violation of California law.

25 6. For at least one (1) year prior to the filing of this action continuing to the present,
26 Defendants have failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
27 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements reporting all
28 applicable hourly rates in effect during the pay period, and the corresponding number of hours

1 worked at each hourly rate by the employee.

2 7. For at least three (3) years prior to the filing of this action continuing to the present,
3 Defendants have failed to pay all wages due at the time of termination or resignation to Plaintiffs
4 and the Proposed Class.

5 8. For at least four (4) years prior to the filing of this action and continuing to the
6 present, Defendants have also violated Labor Code §221 with respect to Plaintiffs and the Proposed
7 Class. Defendants required Plaintiffs and the Proposed Class to authorize Defendants to recoup
8 wages and/or draw wages that were already paid and taxed for broken tools or if Plaintiffs and the
9 Proposed Class needed new tools. As such, Plaintiffs and the Proposed Class were subject to
10 deductions from their wages by Defendants, despite Defendants already paying Plaintiffs and the
11 Proposed Class these wages.

12 9. Plaintiffs, on behalf of themselves and all Proposed Class Members bring this
13 action pursuant to Labor Code §§ 201, 202, 203, 221, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199,
14 and 2802; Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11140,
15 seeking unpaid wages/overtime, meal period penalties, unreimbursed expenses, accurate itemized
16 wage statements, other penalties, injunctive and other equitable relief, and reasonable attorneys'
17 fees and costs.

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

21 11. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
22 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
23 PAGA, Defendants have violated Labor Code provisions, as detailed below, giving rise to a claim
24 pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees presently or
25 formerly employed by Defendant during the liability period as defined in their PAGA notice letter
26 (see Exhibit "1"), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
27 penalties for Defendant's violations of Labor Code §§ 201, 202, 203, 221, 226(a), 226.7, 510, 512,
28 1194, 1194.2, 1199, and 2802.

1 **II.**

2 **JURISDICTION AND VENUE**

3 12. This Court has subject matter jurisdiction over all causes of action asserted herein
4 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
5 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
6 of interest, exceeds \$35,000, and because each cause of action asserted arises under the laws of the
7 State of California or is subject to adjudication in the courts of the State of California.

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

12 14. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
13 Civil Procedure § 395. Defendants operate within California and does business within Santa
14 Barbara County. The unlawful acts alleged herein have a direct effect on Plaintiffs and all
15 Proposed Class Members within the State of California and the county of Santa Barbara.

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

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

23 **III.**

24 **PARTIES**

25 **A. PLAINTIFFS**

26 17. Plaintiffs EDUARDO FRANCISCO MAURILIO, DAYSI ARIAS, PAULA
27 HERNANDEZ MARTINEZ are residents of California.

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

- a. Work without being paid for all hours worked;
- b. Work without being paid for all hours at the appropriate overtime rate;
- c. Work without being provided compliant meal periods;
- d. Work without being reimbursed for their out of pocket expenses for necessary tools and equipment and using personal vehicles for work related purposes;
- e. Work without Defendants providing accurate itemized wage statements;
- f. Work while authorizing Defendants to recoup or draw wages that were already paid or taxed;

19. Defendants willfully failed to compensate Plaintiffs and all Proposed Class Members for wages at the termination of their employment with Defendants.

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

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

B. DEFENDANTS

22. Defendant AGRO-JAL FARMING ENTERPRISES is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 257 Kathleen Ct., Santa Maria, CA 93458. Upon information and belief, Defendant employed Plaintiffs and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

23. Defendant PALOMA PACKING, INC. is believed to be a California corporation operating within the State of California. Defendant’s corporate address is believed to be 257 Kathleen Ct., Santa Maria, CA 93458. Upon information and belief, Defendant employed Plaintiffs and similarly situated persons as hourly employees within California. Defendant has done and does business throughout the State of California.

24. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 50, inclusive, are currently unknown to

1 Plaintiffs, who therefore sues Defendants by such fictitious names under Code of Civil Procedure
2 § 474. Plaintiffs are informed and believes, and based thereon alleges, that each of the Defendants
3 designated herein as a DOE is legally responsible in some manner for the unlawful acts referred
4 to herein. Plaintiffs will seek leave of court to amend this Complaint to reflect the true names and
5 capacities of the Defendants designated hereinafter as DOES when such identities become known.

6 25. Plaintiffs are informed and believes, and based thereon alleges, that each Defendant
7 acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint
8 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant are
9 legally attributable to the other Defendants. Furthermore, Defendants in all respects acted as the
10 employer and/or joint employer of Plaintiffs and the Proposed Class Members.

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

16 27. Defendants are engaged in the operation of agricultural fields for production of
17 various vegetables, as described above. Defendants also own and operate packing facilities in or
18 near Santa Barbara County, California, to sort, grade, package, and distribute crops harvested by
19 Plaintiffs. At all times mentioned herein, Defendants employed Plaintiffs and members of the
20 Proposed Class as non-exempt employees in Defendants' agricultural field operations.

21 28. Defendants are issued or cause to be issued, or employed FLCs that issue, during
22 the relevant period, payroll checks to Plaintiffs and members of the Proposed Class for agricultural
23 work performed by Defendants.

24 29. Defendants are, and during the relevant period, have been, engaged in the business
25 of cultivating, harvesting and packing crops as described above.

26 30. With respect to the events at issue in this case, Defendants acted as employer of
27 Plaintiffs and members of the Proposed Class. Defendants are liable for the wage violations alleged
28 herein, pursuant to California law, including but not limited to California Labor Code section

2810.3.

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

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

IV.

FACTUAL BACKGROUND

33. Plaintiffs and the Proposed Class are, and at all times pertinent hereto, have been classified as non-exempt employees by Defendants. Plaintiffs and the Proposed Class were paid on an hourly basis and also earned a piece rate for work picking crops.

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

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

a. Plaintiffs and the Proposed Class were not properly compensated for all hours worked, because Defendants failed to pay Plaintiffs and the Proposed Class for each and every hour worked. Plaintiffs and the Proposed Class routinely worked “off the clock” and performed compensable activities before, during, and after each working shift for which no pay was provided. With regard to pre-shift work, Plaintiffs and the Proposed Class are required to report to work prior to their scheduled shift and perform work but are routinely told by Defendants to wait anywhere from approximately 10 to 40 minutes before Plaintiffs and the Proposed Class can begin their scheduled shifts. Plaintiffs and the Proposed Class are required to walk 8 to 10 minutes everyday walking to the field and prepping material for the day of work, including bringing the necessary tools required. Plaintiffs and the Proposed Class are not allowed to park close to the field where they will be harvesting crops, so they are required to arrive early to walk to the field. Additionally, Plaintiffs and the Proposed Class are required to arrive 20 to 40 minutes

1 early on days when the foreman called a meeting. During the rainy season, Plaintiffs and the
2 Proposed Class were required to wait around 30 min to 2 hours three to four times a week before
3 beginning their scheduled shifts. Sometimes, the foreman would enforce the crew to begin working
4 without necessary protection despite the weather conditions, but Plaintiffs and the Proposed Class
5 would not be paid for any additional time in excess of eight hours in one workday. This waiting
6 time and work performed prior to Plaintiffs' and the Proposed Class' scheduled shift occurs daily
7 and Plaintiffs and the Proposed Class are not compensated for this wait time or work performed.
8 These activities and time are compensable, but Defendants fail to pay Plaintiffs and the Proposed
9 Class for this time worked.

10 b. In the middle of Plaintiffs' and the Proposed Class shifts, Defendants
11 required Plaintiffs and the Proposed Class to travel between fields once they are done picking at
12 one field. Plaintiffs and the Proposed Class use their own vehicle(s) to travel to between fields per
13 shift at least one or twice per season, during their lunch breaks. Plaintiffs and the Proposed Class
14 are not compensated for this travel time, nor are they reimbursed for use of their personal vehicle
15 to perform required work. This travel time usually takes 35 minutes to 1 hour to go from field to
16 field.

17 c. With regard to post-shift work, at the end of each working shift, Plaintiffs
18 and the Proposed Class are instructed by the foreman to close the row they were working on, and
19 clean the machines used before leaving. Plaintiffs and the Proposed Class would work 25 to 40
20 minutes after the end of their shift in order to finish the row they were working on and clean the
21 machines. This time spent finishing their row and cleaning the machines was performed after being
22 "clocked out" and as such, Plaintiffs and the Proposed Class are not compensated for this time
23 worked even though this time is compensable. Additionally, Plaintiffs and the Proposed Class
24 spend time after their scheduled shift putting away tools and other work-related equipment,
25 including tools and protective gear. Plaintiffs and the Proposed Class have to walk back to their
26 cars which are parked 8 to 10 minutes away from the field. This time spent putting away equipment
27 and walking back to their cars is performed after being "clocked out" and as such, Plaintiffs and
28 the Proposed Class are not compensated for this time worked even though this time is

1 compensable.

2 d. Additionally, Defendants have had a consistent policy of failing to pay
3 wages and/or overtime to Plaintiffs and all Proposed Class at the appropriate rate of pay. Plaintiffs
4 and other Proposed Class were not properly compensated for all hours worked over eight (8) hours
5 in one day or forty (40) hours in one week. Plaintiffs and the Proposed Class were not properly
6 compensated for overtime worked because Defendants failed to pay Plaintiffs and the Proposed
7 Class for all hours worked over 8 hours per day or 40 hours per week. As such, Plaintiffs and the
8 Proposed Class were not paid overtime pay despite working over eight (8) hours in one day or
9 forty (40) hours in one week. If overtime was paid, the foreman would announce to the employees
10 that Defendant was paying overtime for the day, but this would be capped for all workers.

11 36. On a regular and consistent basis, Defendants have had a consistent policy of failing
12 to inform Proposed Class Members of their right to take meal periods by way of a lawful policy
13 and (1) failing to provide Plaintiffs and the Proposed Class compliant meal periods; (2) required
14 Plaintiffs and the Proposed Class to work shifts over ten (10) hours without providing a second
15 meal period of thirty minutes in length altogether; (3) failed to pay such employees one (1) hour
16 of pay at the employees regular rate of compensation for each workday that the first meal period
17 was not provided within the first (5) hours of the shift or that a second meal period was not
18 provided. Plaintiffs and the Proposed Class that worked during the high peak of the season worked
19 shifts over ten (10) hours without being provided a second meal period of thirty minutes in length
20 altogether. Additionally, Defendants have had a consistent policy of failing to pay meal period
21 premiums in compliance with California law.

22 37. On a regular and consistent basis, Defendants have failed to reimburse Plaintiffs
23 and the Proposed Class for their tools and mileage necessary to perform their job duties. The work
24 performed by Plaintiffs and the Proposed Class necessitated the use of special tools. Plaintiffs and
25 the Proposed Class are required to work without being reimbursed for their business expenses. The
26 work performed by Plaintiffs and the Proposed Class necessitated the use of tools such as, but not
27 limited to, aprons, gloves, boxes, knives, belts, and boots, and various other tools. Defendants fail
28 to reimburse Plaintiffs and the Proposed Class for the costs associated with purchasing and using

1 these tools.

2 a. When employees first begin performing work for Defendants, they are
3 provided tape for packing, big bags to cover from the rain, a pair of blue gloves, and an apron.
4 However, these tools are of poor quality and are required to be returned every day after finishing
5 work. Additionally, Defendants allow Plaintiffs and the Proposed Class to purchase tools from
6 Defendants and Defendants will charge workers for the costs of the tools from their paychecks.
7 The tools provided by Defendants do not allow Plaintiffs and the Proposed Class to perform their
8 work adequately.

9 b. Plaintiffs and the Proposed Class are required to purchase a variety of
10 specialized tools in order to perform their work adequately. These tools/equipment include: various
11 types of gloves, specialized knives for vegetable harvesting, belts, aprons, hats, scarves, boots,
12 jackets, and pants. Defendants do not provide these tools and fails to reimburse Plaintiffs and the
13 Proposed Class for the costs associated with purchasing and using these tools/equipment.

14 c. Defendants also required Plaintiffs and all Proposed Class members to
15 travel between fields to perform work tasks. Because Defendants did not provide buses or other
16 transportation to workers so that they could travel from field to field in the middle of their shifts,
17 Plaintiffs and the Proposed Class used their own vehicles to travel from field to field. Defendant
18 did not reimburse Plaintiffs and the Proposed Class for their vehicle use for travel between
19 Defendants' job sites during the course of a work shift, in violation of California law.

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

25 39. On a regular and consistent basis, Defendants have also violated Labor Code §221
26 with respect to Plaintiffs and the Proposed Class. Defendants required Plaintiffs and the Proposed
27 Class to authorize Defendants to recoup wages and/or draw wages that were already paid and taxed
28 for broken tools or if Plaintiffs and the Proposed Class needed new tools. As such, Plaintiffs and

1 the Proposed Class were subject to deductions from their wages by Defendants, despite Defendants
2 already paying Plaintiffs and the Proposed Class these wages.

3 40. Defendants willfully failed to pay wages and compensation, when Plaintiffs and all
4 Proposed Class Members quit or were discharged. This failure was willful, without legal
5 justification, and interfered with Plaintiffs' and Class Members' rights.

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

7 **V.**

8 **CLASS ACTION ALLEGATIONS**

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

12 All field workers who are employed or have been employed by
13 AGRO-JAL FARMING ENTERPRISES; PALOMA PACKING,
14 INC. in the State of California since March 26, 2021, until the
present and continuing. ("Proposed Class")

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

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

21 **A. NUMEROSITY**

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

27 46. Plaintiffs allege that Defendants' employment records would provide information
28 as to the number and location of all Proposed Class Members. Joinder of all members of the

Proposed Class is not practicable.

B. COMMONALITY

47. 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 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 failing to provide compliant meal periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of meal periods;

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

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

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

f. Whether Defendants violated Labor Code § 221 by requiring Plaintiffs and the Proposed Class to authorize Defendants to recoup wages and/or draw wages that were already paid and taxed for broken tools;

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

h. Whether Plaintiffs and the members of the Proposed Class are entitled to

equitable relief pursuant to Business & Professions Code § 17200, *et seq.*

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

C. TYPICALITY

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

D. ADEQUACY OF REPRESENTATION

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

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

E. SUPERIORITY OF CLASS ACTION

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

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

VI.

FIRST CAUSE OF ACTION

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

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

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

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

6 54. Labor Code §§ 510, 1194 and 1199 require an employer to compensate its
7 employees at the rate of no less than one and one-half times the regular rate of pay for any work
8 in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek.

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

16 56. Here, Defendants have had a consistent policy of failing to pay wages and/or
17 overtime to Plaintiffs and all Proposed Class. Plaintiffs and other Proposed Class were not properly
18 compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week.
19 Plaintiffs and the Proposed Class were not properly compensated for all hours worked, because
20 Defendant failed to pay Plaintiffs and the Proposed Class for each and every hour worked.
21 Plaintiffs and the Proposed Class routinely worked “off the clock” and performed compensable
22 activities before, during, and after each working shift for which no pay was provided.

23 57. With regard to pre-shift work, Plaintiffs and the Proposed Class are required to
24 report to work prior to their scheduled shift and perform work but are routinely told by Defendants
25 to wait anywhere from approximately 10 to 40 minutes before Plaintiffs and the Proposed Class
26 can begin their scheduled shifts. Plaintiffs and the Proposed Class are required to walk 8 to 10
27 minutes everyday walking to the field and prepping material for the day of work, including
28 bringing the necessary tools required. Plaintiffs and the Proposed Class are not allowed to park

1 close to the field where they will be harvesting crops, so they are required to arrive early to walk
2 to the field. Additionally, Plaintiffs and the Proposed Class are required to arrive 20 to 40 minutes
3 early on days when the foreman called a meeting. During the rainy season, Plaintiffs and the
4 Proposed Class were required to wait around 30 min to 2 hours three to four times a week before
5 beginning their scheduled shifts. Sometimes, the foreman would enforce the crew to begin working
6 without necessary protection despite the weather conditions, but Plaintiffs and the Proposed Class
7 would not be paid for any additional time in excess of eight hours in one workday. This waiting
8 time and work performed prior to Plaintiffs' and the Proposed Class' scheduled shift occurs daily
9 and Plaintiffs and the Proposed Class are not compensated for this wait time or work performed.
10 These activities and time are compensable, but Defendants fail to pay Plaintiffs and the Proposed
11 Class for this time worked.

12 58. In the middle of Plaintiffs' and the Proposed Class shifts, Defendants required
13 Plaintiffs and the Proposed Class to travel between fields once they are done picking at one field.
14 Plaintiffs and the Proposed Class use their own vehicle(s) to travel to between fields per shift at
15 least one or twice per season at least, during their lunch breaks. Plaintiffs and the Proposed Class
16 are not compensated for this travel time, nor are they reimbursed for use of their personal vehicle
17 to perform required work. This travel time usually takes 35 minutes to 1 hour to go from field to
18 field.

19 59. With regard to post-shift work, at the end of each working shift, Plaintiffs and the
20 Proposed Class are instructed by the foreman to close the row they were working on, and clean the
21 machines used before leaving. Plaintiffs and the Proposed Class would work 25 to 40 minutes after
22 the end of their shift in order to finish the row they were working on and clean the machines. This
23 time spent finishing their row and cleaning the machines was performed after being "clocked out"
24 and as such, Plaintiffs and the Proposed Class are not compensated for this time worked even
25 though this time is compensable. Additionally, Plaintiffs and the Proposed Class spend time after
26 their scheduled shift putting away tools and other work-related equipment, including tools and
27 protective gear. Plaintiffs and the Proposed Class have to walk back to their cars which are parked
28 8 to 10 minutes away from the field. This time spent putting away equipment and walking back to

1 their cars is performed after being “clocked out” and as such, Plaintiffs and the Proposed Class are
2 not compensated for this time worked even though this time is compensable.

3 60. Additionally, Defendants have had a consistent policy of failing to pay wages
4 and/or overtime to Plaintiffs and all Proposed Class at the appropriate rate of pay. Plaintiffs and
5 other Proposed Class were not properly compensated for all hours worked over eight (8) hours in
6 one day or forty (40) hours in one week. Plaintiffs and the Proposed Class were not properly
7 compensated for overtime worked because Defendants failed to pay Plaintiffs and the Proposed
8 Class for all hours worked over 8 hours per day or 40 hours per week. As such, Plaintiffs and the
9 Proposed Class were not paid overtime pay despite working over eight (8) hours in one day or
10 forty (40) hours in one week. If overtime was paid, the foreman would announce to the employees
11 that Defendant was paying overtime for the day, but this would be capped for all workers.

12 61. Defendants failed to pay travel time, include work performed off-the-clock, and
13 failed to compensate Plaintiffs and the Proposed Class for all hours worked.

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

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

22 **VII.**

23 **SECOND CAUSE OF ACTION**

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

25 **FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO**

26 **LABOR CODE § 226.7 AND LABOR CODE § 512**

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

65. 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, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Defendants failed to maintain a policy informing Plaintiffs and the Proposed Class of these rights.

66. Plaintiffs and the Proposed Class consistently worked shifts over five (5) hours. Defendant failed to provide Plaintiffs and the Proposed Class with proper meal periods of not less than thirty (30) minutes as required by the Labor Code during the relevant time period.

67. Defendants failed to apprise Plaintiffs and the Proposed Class of their rights associated with meal periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal periods; (2) required Plaintiffs and the Proposed Class to work shifts over ten (10) hours without providing a second meal period of thirty minutes in length altogether; (3) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Plaintiffs and the Proposed Class that worked during the high peak of the season worked shifts over ten (10) hours without being provided a second meal period of thirty minutes in length altogether.

68. The foreman would instruct Plaintiffs and the Proposed Class that they needed to meet the quota in order to take their second meal break. Additionally, during the peak season, Plaintiffs and the Proposed Class would be interrupted during their lunch break and required to return to work. Additionally, Plaintiffs and the Proposed Class who worked harvesting celery would take their lunch breaks late, usually 15 to 20 minutes after the official break/lunch hour. Also, Plaintiffs and the Proposed Class would have their meal break interrupted when Defendants required the employees to travel to another field during their break, which occurred at least once per season.

69. 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 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. Defendants have had a consistent policy of failing to pay meal period premiums in compliance with California law.

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

VIII.

THIRD CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO

LABOR CODE § 2802

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

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

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

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

1 75. When employees first begin performing work for Defendant, they are provided tape
2 for packing, big bags to cover from the rain, a pair of blue gloves, and an apron. However, these
3 tools are of poor quality and are required to be returned every day after finishing work.
4 Additionally, Defendants allow Plaintiffs and the Proposed Class to purchase tools from
5 Defendants and Defendants will charge workers for the costs of the tools from their paychecks.
6 The tools provided by Defendants do not allow Plaintiffs and the Proposed Class to perform their
7 work adequately.

8 76. Defendants also require Plaintiffs and the Proposed Class to purchase a variety of
9 tools in order to perform their work adequately. These tools/equipment included: (1) cloth gloves,
10 \$5.00 each, which needed to be replaced approximately every three weeks; (2) box of blue gloves,
11 which had 18 pairs of gloves, \$25.00, which needed to be replaced every week; (3) an apron, \$5.00
12 each, with two needed per season; (4) a specialized belt called a “cinto” for harvesting vegetables,
13 \$60.00 per season; (5) a specialized knife for celery harvesting, \$40.00 per season; (6) a specialized
14 knife for lettuce harvesting, \$15.00 per season; (7) a specialized knife for broccoli harvesting,
15 \$15.00 per season; (8) a specialized knife for cauliflower harvesting, \$40.00 per season; (9) a hat,
16 \$15.00 per season; (10) head scarves, \$2.00, with three needed per season; (11) leather boots,
17 \$40.00 per season; (12) rubber boots, \$35.00 per season; (13) a specialized rock for harvesting,
18 \$10.00; (14) a specialized belt for harvesting, \$15.00 per season; (15) a “chamarra” or jacket and
19 pants for protective covering, \$120.00 per season. Defendants fail to reimburse Plaintiffs and the
20 Proposed Class for the costs associated with purchasing and using these tools/equipment.

21 77. Defendants also required Plaintiff and all Proposed Class to travel between fields
22 to perform work tasks. Because Defendants did not provide buses or other transportation to
23 workers so that they could travel from field to field in the middle of their shifts, Plaintiffs and the
24 Proposed Class used their own vehicles to travel from field to field. Defendants did not reimburse
25 Plaintiffs and the Proposed Class for their vehicle use for travel between Defendants’ job sites
26 during the course of a work shift, in violation of California law.

27 78. As a result of the unlawful acts of Defendants, Plaintiffs and the Proposed Class
28 have been deprived of reimbursement in the amounts to be determined at trial, and are entitled to

1 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

2 **IX.**

3 **FOURTH CAUSE OF ACTION**

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

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

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

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

11 81. As a result of Defendants' failure to pay wages as described above, Defendants
12 have failed to include the appropriate rates of pay and the accurate hours worked on itemized wage
13 statements for Plaintiffs and the Proposed Class.

14 82. IWC Wage Orders 14-2001(7), 14-2000(7), 14-1998(7) require defendants to
15 maintain time records showing, among others, when the employee begins and ends each work
16 period, meal periods, split shift intervals and total daily hours worked in an itemized wage
17 statements, and must show all deductions from payment of wages, the number of piece-rate units
18 earned and any applicable piece rate if the employee is paid on a piece-rate, and accurately report
19 total hours worked by Plaintiffs and the members of the proposed Class. Defendants failed to keep
20 accurate records of the total daily hours worked.

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

25 84. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the
26 time of each payment of wages, furnish each of his or her employees, an accurate itemized
27 statement in writing showing all applicable hourly rates in effect during the pay period and the
28 corresponding number of hours worked at each hourly rate by the employee. Plaintiffs and the

1 Proposed Class are issued wage statements that do not include all applicable hourly rates in effect
2 during the pay period and the corresponding number of hours worked at a each hourly rate by the
3 employee.

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

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

12 **X.**

13 **FIFTH CAUSE OF ACTION**

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

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

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

18 88. Numerous members of the Proposed Class including the Plaintiffs are no longer
19 employed by Defendants. They were either fired or quit Defendants' employ.

20 89. Defendants' failure to pay wages, as alleged above was willful in that Defendants
21 knew wages to be due but failed to pay them, thus entitling Plaintiffs and the Proposed Class to
22 penalties under Labor Code § 203, which provides that an employee's wages shall continue as a
23 penalty until paid for a period of up to thirty (30) days from the time they were due.

24 90. As such, Defendants failed to pay Plaintiffs and all Proposed Class members all
25 wages due at the time of termination or within seventy-two (72) hours of their resignation, and
26 have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §§201, 202,
27 and 203. (See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754, reh'g
28 denied (June 13, 2018), review denied (Aug. 8, 2018), allowing named Plaintiffs to pursue PAGA

1 penalties for violations not personally suffered.

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

7 **XI.**

8 **SIXTH CAUSE OF ACTION**

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

10 **VIOLATION OF LABOR CODE § 221**

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

13 93. Defendants have also violated Labor Code § 221 with respect to Plaintiffs and the
14 Proposed Class.

15 94. Labor Code § 221 provides that "it shall be unlawful for any employer to collect or
16 receive from an employee any part of wages theretofore paid by said employer to said employee."

17 95. Defendants required Plaintiffs and the Proposed Class to authorize Defendants to
18 recoup wages and/or draw wages that were already paid and taxed for broken tools or if Plaintiffs
19 and the Proposed Class needed new tools.

20 96. As such, Plaintiffs and the Proposed Class were subject to deductions from their
21 wages by Defendants, despite Defendants already paying Plaintiffs and the Proposed Class these
22 wages. By making these deductions from Plaintiffs and the Proposed Class, Defendants violated
23 Labor Code § 221.

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

27 **XII.**

28 **SEVENTH CAUSE OF ACTION**

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

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

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

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

11 100. Plaintiffs are each a “person” within the meaning of Business & Professions Code
12 § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution,
13 and other appropriate equitable relief.

14 101. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
15 practices.

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

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

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

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

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

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

XIII.

EIGHTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

PENALTIES PURSUANT TO LABOR CODE § 2699, ET SEQ.

108. Plaintiffs, on behalf of themselves and the Proposed Class, reallege and incorporate by reference all previous paragraphs. 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, 221, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802; IWC Wage Order 14-2001; and California Code of Regulations, Title 8, Section 11140, which call for civil penalties.

109. 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 field workers who are employed or have been employed by AGRO-JAL FARMING ENTERPRISES; PALOMA PACKING, INC. in the State of California since March 26, 2021, until the present and continuing.

1 (“aggrieved employees”).

2 110. As a result of the acts alleged above, Plaintiffs seek penalties under Labor Code §
3 2699, et seq. because of Defendants’ violation of Labor Code §§ 201, 202, 203, 221, 226(a), 226.7,
4 510, 512, 1194, 1194.2, 1199 and 2802 and IWC Wage Order-14, which call for civil penalties.

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

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

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

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

11 113. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the
12 LWDA¹ and mailed a letter by certified mail to Defendant’s entity address, which is 257 Kathleen
13 Ct., Santa Maria, CA 93458, as proscribed by the Code on June 18, 2024, describing Defendants’
14 conduct in violation of Labor Code §§ 201, 202, 203, 221, 226(a), 226.7, 510, 512, 1194, 1194.2,
15 1199 and 2802, and IWC Wage Order 14, (see Exhibit “1”). Plaintiffs also obtained an e-filing
16 confirmation from the LWDA confirming receipt of the notice (see Exhibit “2”).

17 114. As no letter evidencing the LWDA’s intention to investigate was received by
18 Plaintiffs’ Counsel within sixty-five (65) calendar days, Plaintiffs are entitled to commence a civil
19 action as though the LWDA had not chosen to investigate pursuant to Labor Code
20 §2699.3(a)(2)(A). Plaintiffs will also provide the LWDA with a filed-stamped copy of the First
21 Amended Class and Representative Action Complaint immediately.

22 **RELIEF REQUESTED**

23 **WHEREFORE**, Plaintiffs prays for the following relief:

24 1. For compensatory damages in the amount of unpaid wages and/or overtime not paid
25 to Plaintiffs and each Proposed Class Member from at least four (4) years prior to the filing of this
26

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

1 action to the present as may be proven;

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

5 3. For compensatory damages in the amount of Plaintiff's and each Proposed Class
6 Members' unreimbursed out of pocket expenses as a requirement of employment;

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

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

13 6. For compensatory damages in the amount of Plaintiffs' and each Proposed Class
14 Members' deductions from their wages by Defendants, as a requirement of employment;

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

16 8. An order enjoining Defendants and its agents, servants, and employees, and all
17 persons acting under, in concert with, or for it from providing Plaintiffs with proper wages and/or
18 overtime, meal periods, accurate itemized wage statements, and wages upon
19 termination/resignation pursuant to Labor Code §§ 201, 202, 203, 221, 226(a), 226.7, 510, 512,
20 1194, 1194.2, 1199, 2802, and IWC 14-2001;

21 9. For restitution for unfair competition pursuant to Business & Professions Code
22 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

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

25 11. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor
26 Code §§ 201, 202, 203, 221, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2802;

27 12. An award providing for payment of costs of suit;

28 13. An award of attorneys' fees; and

1 14. Such other and further relief as this Court may deem proper and just.

2 **DEMAND FOR JURY TRIAL**

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

4
5 DATED: August 26, 2024

KINGSLEY SZAMET & LY

6
7 By: _____

Liane Katzenstein Ly

Attorneys for Plaintiffs and the Proposed Class

EXHIBIT "1"



16133 Ventura Boulevard, Suite 1200, 
Encino, California 91436
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(818) 990-8300 

June 18, 2024

LABOR & WORKFORCE DEVELOPMENT AGENCY

Attn. PAGA Administrator

1515 Clay Street, Ste. 801

Oakland, CA 94612

Via Electronic Submission: <https://dir.tfaforms.net/308>

Agro-Jal Farming Enterprises

257 Kathleen Ct.

Santa Maria, CA 93458

Via Certified Mailing # 7022 3330 0002 1335 9940

Paloma Packing, Inc.

257 Kathleen Ct.

Santa Maria, CA 93458

Via Certified Mailing # 7022 3330 0002 1335 9933

Re: Eduardo Francisco Maurilio; Daysi Arias; Paula Hernandez Martinez v. Agro-Jal Farming Enterprises; Paloma Packing, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Eduardo Francisco Maurilio, Daysi Arias, and Paula Hernandez Martinez, (“Plaintiffs”) and a proposed group of current and former employees working for Agro-Jal Farming Enterprises; and Paloma Packing, Inc. (“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 field workers who are employed or have been employed by Agro-Jal Farming Enterprises; Paloma Packing, Inc., in the State of California since March 26, 2021, until the present and continuing. (“aggrieved employees”).

Plaintiffs and the aggrieved employees worked for Defendants in or near Santa Barbara County, California as seasonal agricultural workers. Plaintiffs and the aggrieved employees worked in the cultivation and harvest of vegetables (including, but not limited to broccoli, cauliflower, celery, and lettuce), and doing other agricultural work, on land owned, leased, managed, and/or operated,

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harvested, or otherwise made productive by Defendants. Plaintiffs and the aggrieved employees were paid on an hourly basis and also earned 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. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the *regular rate of pay*. California law also requires that any compensation must be included in the regular rate of pay for the purposes of determining correct overtime rates.

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

With regard to pre-shift work, Plaintiffs and the aggrieved employees are required to report to work prior to their scheduled shift and perform work but are routinely told by Defendants to wait anywhere from approximately 10 to 40 minutes before Plaintiffs and the aggrieved employees can begin their scheduled shifts. Plaintiffs and the aggrieved employees are required to walk 8 to 10 minutes every day walking to the field and prepping material for the day of work, including bringing the necessary tools required to do the job. Plaintiffs and the aggrieved employees are not allowed to park close to the field where they will be harvesting crops, so they are required to arrive early to walk to the field. Additionally, Plaintiffs and the aggrieved employees are required to arrive 20 to 40 minutes early on days when the foreman called a meeting. During the rainy season, Plaintiffs and the aggrieved employees were required to wait around 30 min to 2 hours three to four times a week before beginning their scheduled shifts. Sometimes, the foreman would force the crew to begin working without necessary protection despite the weather conditions, but Plaintiffs and the aggrieved employees would not be paid for any additional time in excess of eight hours in one workday. This waiting time and work performed prior to Plaintiffs’ and the aggrieved employees’ scheduled shift occurs daily and Plaintiffs and the aggrieved employees are not compensated for this wait time or work performed. These activities and time are compensable, but Defendants fail to pay Plaintiffs and the aggrieved employees for this time worked.

In the middle of Plaintiffs’ and the aggrieved employees shifts, Defendants required Plaintiffs and the aggrieved employees to travel between fields once they are done picking at one field. Plaintiffs and the aggrieved employees use their own vehicle(s) to travel to between fields per

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shift at least one or twice per season at least, during their lunch breaks. 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. This travel time usually takes 35 minutes to 1 hour to go from field to field.

With regard to post-shift work, at the end of each working shift, Plaintiffs and the aggrieved employees are instructed by the foreman to close the row they were working on, and clean the machines used before leaving. Plaintiffs and the aggrieved employees would work 25 to 40 minutes after the end of their shift in order to finish the row they were working on and clean the machines. This time spent finishing their row and cleaning the machines 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. Additionally, Plaintiffs and the aggrieved employees spend time after their scheduled shift putting away tools and other work-related equipment, including protective gear. Plaintiffs and the aggrieved employees have to walk back to their cars which are parked 8 to 10 minutes away from the field. This time spent putting away equipment and walking back to their cars is 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.

Additionally, Defendants have had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and all aggrieved employees at the appropriate rate of pay. Plaintiffs and other aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Plaintiffs and the aggrieved employees were not properly compensated for overtime worked because Defendants failed to pay Plaintiffs and the aggrieved employees for all hours worked over 8 hours per day or 40 hours per week. As such, Plaintiffs and the aggrieved employees were not paid overtime pay despite working over eight (8) hours in one day or forty (40) hours in one week. If overtime was paid, the foreman would announce to the employees that Defendants were paying overtime for the day, but this would be capped for all workers.

Defendants failed to pay travel time, include work performed off-the-clock, and failed to compensate Plaintiffs and the aggrieved employees for all hours worked.

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, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Defendant failed to maintain a policy informing Plaintiffs and the aggrieved employees of these rights. Likewise, the Wage Orders (14-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total

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hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

Here, Defendants failed to apprise Plaintiffs and the aggrieved employees of their rights associated with meal periods and failed to provide timely meal periods. Defendants have had a consistent policy of: (1) failing to provide Plaintiffs and the aggrieved employees compliant meal periods; (2) required Plaintiffs and the aggrieved employees to work shifts over ten (10) hours without providing a second meal period of thirty minutes in length altogether; (3) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift or that a second meal period was not provided. Plaintiffs and the aggrieved employees that worked during the high peak of the season worked shifts over ten (10) hours without being provided a second meal period of thirty minutes in length altogether. The foreman would instruct Plaintiffs and the aggrieved employees that they needed to meet the quota in order to take their second meal break. Additionally, during the peak season, Plaintiffs and the aggrieved employees would be interrupted during their lunch break and required to return to work. Additionally, Plaintiffs and the aggrieved employees who worked harvesting celery would take their lunch breaks late, usually 15 to 20 minutes after the official break/lunch hour. Also, Plaintiffs and the aggrieved employees would have their meal break interrupted when Defendants required the employees to travel to another field during their break, which occurred at least once per season.

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.

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

Defendants have failed to reimburse Plaintiffs and aggrieved employees the cost of using their personal tools for business related purposes. When employees first begin performing work for Defendants, they are provided tape for packing, big bags to cover from the rain, a paid of blue

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gloves, and an apron. However, these tools are of poor quality and are required to be returned every day after finishing work. Additionally, Defendants allows Plaintiffs and the aggrieved employees to purchase tools from Defendants and Defendants will charge workers for the costs of the tools from their paychecks. The tools provided by Defendants do not allow Plaintiffs and the aggrieved employees to perform their work adequately.

Defendants also require Plaintiffs and the aggrieved employees to purchase a variety of tools in order to perform their work adequately. These tools/equipment included: (1) cloth gloves, \$5.00 each, which needed to be replaced approximately every three weeks; (2) box of blue gloves, which had 18 pairs of gloves, \$25.00, which needed to be replaced every week; (3) an apron, \$5.00 each, with two needed per season; (4) a specialized belt called a “cinto” for harvesting vegetables, \$60.00 per season; (5) a specialized knife for celery harvesting, \$40.00 per season; (6) a specialized knife for lettuce harvesting, \$15.00 per season; (7) a specialized knife for broccoli harvesting, \$15.00 per season; (8) a specialized knife for cauliflower harvesting, \$40.00 per season; (9) a hat, \$15.00 per season; (10) head scarves, \$2.00, with three needed per season; (11) leather boots, \$40.00 per season; (12) rubber boots, \$35.00 per season; (13) a specialized rock for harvesting, \$10.00; (14) a specialized belt for harvesting, \$15.00 per season; (15) a “chamarra” or jacket and pants for protective covering, \$120.00 per season. Defendants fail to reimburse Plaintiffs and the aggrieved employees for the costs associated with purchasing and using these tools/equipment.

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

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

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

Also, Defendants issued to Plaintiffs and the aggrieved employees itemized wage statements that did not include all applicable hourly rates in effect during the pay period and the corresponding

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number of hours worked at each hourly rate by the employee, in violation of Labor Code § 226(a)(9). The itemized wage statements provided to Plaintiffs and the aggrieved employees did not include the hours worked at each hourly rate.

Labor Code § 203 provides that if “an employer willfully fails to pay...any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days.” Here, Plaintiffs and all aggrieved employees were not paid all wages due upon their separation from Defendants’ employ. As such, Plaintiffs are aggrieved employees and Defendants failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203. As such, Defendants failed to pay Plaintiffs and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §§201, 202, and 203. (See *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal.App.5th 745, 754, reh’g denied (June 13, 2018), review denied (Aug. 8, 2018), allowing named Plaintiffs to pursue PAGA penalties for violations not personally suffered.

Defendants have also violated Labor Code § 221 with respect to Plaintiffs and the aggrieved employees. Labor Code § 221 provides that “it shall be unlawful for any employer to collect or receive from an employee any part of wages theretofore paid by said employer to said employee.” Defendants required Plaintiffs and the aggrieved employees to authorize Defendants to recoup wages and/or draw wages that were already paid and taxed for broken tools or if Plaintiffs and the aggrieved employees needed new tools. As such, Plaintiffs and the aggrieved employees were subject to deductions from their wages by Defendants, despite Defendants already paying Plaintiffs and the aggrieved employees these wages. By making these deductions from Plaintiffs and the aggrieved employees, Defendants violated Labor Code § 221.

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, 221, 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.

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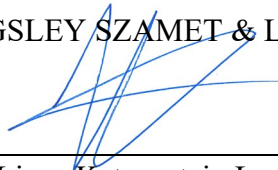
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Very truly yours,

KINGSLEY SZAMET & LY

By: 

Liane Katzenstein Ly

[LKL/tg]

Cc: 1. Martinez Aguila-socho 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 *

Katzenstein Ly

Firm Name (if any) *

Kingsley Szamet & Ly

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

Your Email Address *

service@kingsleykingsley.com

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite

Your Mobile Phone Number

Your City *

Encino

Your Work Phone Number

818-990-8300

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Eduardo Francisco Maurilio

Plaintiff/Aggrieved Employee Occupation *

Farmworker

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Daisy Arias

Plaintiff/Aggrieved Employee Occupation *

Farmworker

[Remove](#)

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Paula Hernandez Martinez

Plaintiff/Aggrieved Employee Occupation *

Farmworker

[Remove](#)[Add Additional Plaintiffs](#)

Employer Information

Employer Entity Type

Please select... ▼

Employer Name *

Agro-Jal Farming Enterprises

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

257 Kathleen Ct.

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code *

93458



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 *

Paloma Packing, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

257 Kathleen Ct.

Employer City *

Santa Maria

Employer State *

California ▼

Employer Zip/Postal Code *

93458



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 221

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 *

service@kingsleykingsley.c

Billing Phone

81 89908300

Billing Street Name, Number and Suite/Apt *

16133 Ventura Blvd., Suite 1200

Billing City *

Encino

Billing State *

California

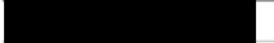
Billing Zip/Postal Code *

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) *

Choose File

LWDA Letter ...a Packing.pdf

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

Choose File

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.

[Previous Page](#)[Submit](#)

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

[Click Here](#) to Search Case

Thank you for submission of your PAGA Case.

noreply@salesforce.com <noreply@salesforce.com>

on behalf of

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Tue 6/18/2024 9:45 AM

To:Service Email <service@kingsleylawyers.com>

External Email!

6/18/2024

LWDA Case No. LWDA-CM-1034540-24

Law Firm : Kingsley Szamet & Ly

Plaintiff Name : Eduardo Francisco Maurilio, Daysi Arias, Paula Hernandez Martinez

Employer: Agro-Jal Farming Enterprises

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: [http://labor.ca.gov/Private Attorneys General Act.htm](http://labor.ca.gov/Private_Attorneys_General_Act.htm)

State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

noreply@salesforce.com <noreply@salesforce.com>

on behalf of

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>

Tue 6/18/2024 9:45 AM

To:Service Email <service@kingsleylawyers.com>

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1034540-24

Order Number: ORD-000293845

Total:\$75.00

Card Type: XXXXXXXXXX

Date: 6/18/2024

Billing Information

Name: Eric Kingsley

Email: service@kingsleykingsley.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436