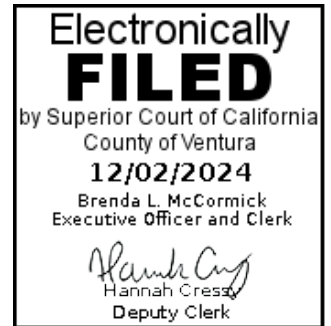


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VENTURA SUPERIOR COURT

12/2/24



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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **FOR THE COUNTY OF VENTURA**

16 **Griselda Quiroz**, on behalf of all similarly
17 situated individuals,

18 Plaintiff,

19 vs.

20 **Del Sol Harvesting, Inc.**, a California
21 corporation; **Luz Villasenor**, an individual;
22 and **Does 1-10**, inclusive;

23 Defendants.
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CASE NO. 2024CUOE033910

REPRESENTATIVE COMPLAINT FOR:

1) **PAGA Penalties (Labor Code §§ 2698,
et seq.)**

1 Plaintiff Griselda Quiroz, in her representative capacity, hereby brings this action on behalf
2 of all other similarly situated current and former employees and alleges as follows, by and through
3 her counsel of record:

4 **PAGA ONLY ACTION**

5 1. PAGA authorizes “an aggrieved employee, acting as a proxy or agent of the state
6 Labor and Workforce Development Agency, to bring a civil action against an employer on behalf of
7 himself or himself and other current or former employees to recover civil penalties for Labor Code
8 violations they have sustained.” *Adolph v. Uber Techs.*, 14 Cal.5th 1104, 1113 (Cal. 2023).

9 2. “PAGA is designed primarily to benefit the general public, not the party bringing
10 the action.” *Id.*, at 1117. “A PAGA claim for civil penalties is fundamentally a law enforcement
11 action. The government entity on whose behalf the plaintiff files suit is the real party in interest.”
12 *Id.* PAGA’s default civil penalties are thus calculated to punish the employer’ for wrongdoing and
13 to deter violations rather than “compensate employees for actual losses incurred.” *Id.*

14 3. Under the authority expressed in *Adolph* and *Balderas v. Fresh Start Harvesting, Inc.*,
15 No. B326759, at *1 (Cal. Ct. App. Mar. 20, 2024), Mr. Shackelford does not bring suit in his
16 individual capacity and does not seek to recover anything through this suit other than civil penalties
17 as permitted under PAGA—she brings this action solely in his representative capacity under the
18 PAGA, on behalf of the State of California, the public, and all aggrieved employees of Defendants.

19 4. To the extent that statutory violations are mentioned for wage violations, Mr.
20 Shackelford does not seek underlying general and/or special damages for those violations, but only
21 references those predicate violations as part of the State’s claim for civil penalties under PAGA.

22 5. Nothing in this complaint is—or should be construed—as an attempt to seek any
23 relief that would not be available in a PAGA-only proceeding.

24 **THE PARTIES**

25 6. Plaintiff **Griselda Quiroz** (“Plaintiff”) is a resident of the County of Ventura in the
26 State of California. Ms. Quiroz was employed by Defendants as an agricultural worker, in a full-time
27 nonexempt position, from approximately 2013 through September 29, 2023.

28 7. Defendant **Del Sol Harvesting, Inc.** (“Del Sol”) is a California corporation with its

1 principal place of business at 4324 E Vineyard Avenue, Oxnard, CA 93036. Upon information and
2 belief, Del Sol employs at least 100 employees.

3 8. Defendant **Luz Villasenor** (“Villasenor”) is an individual who, on information and
4 belief, resides in the County of Ventura. Upon information and belief, Ms. Villasenor is the Chief
5 Executive Officer of Del Sol. Per Labor Code § 558.1, since Ms. Villasenor is a managing agent,
6 director, and/or officer of Del Sol and, upon information and belief, as she caused or directed the
7 acts described herein, she is personally liable for the penalties sought under PAGA for predicate
8 violations of the Labor Code.

9 9. The true names and capacities of the defendants named herein as Does 1 through 10,
10 inclusive (together with Del Sol and Villasenor “Defendants”), are unknown to Plaintiff at this
11 time. Accordingly, Plaintiff brings this suit against them by fictitious names pursuant to California
12 Code of Civil Procedure section 474. Plaintiff believes that each of the Doe Defendants is a
13 California resident and/or does substantial business in the State of California. At all relevant times,
14 Does 1 through 10 were acting within the course and scope of their employment and agency with
15 Defendants. Plaintiff is informed and believes that each Doe Defendant is responsible for the
16 injuries and damages alleged herein. Plaintiff will amend this complaint to reflect Does 1 through
17 10’s true names and capacities when they have been determined.

18 10. Except as otherwise noted herein, Defendants participated in the acts alleged herein
19 and/or were the agents, servants, employees, or representatives of the other Defendants. At all
20 times relevant to this complaint, Defendants were acting within the course, scope, and authority of
21 their agency and employment such that the acts of one defendant are legally attributable to the other
22 Defendants. Defendants, in all respects, acted as employers and/or joint employers of Plaintiff and
23 Aggrieved Employees in that each of them exercised control over the wages, hours, and/or working
24 conditions of Defendants’ hourly non-exempt employees.

25 **JURISDICTION AND VENUE**

26 11. The court has jurisdiction over all causes of action in this complaint pursuant to
27 Article VI, section 10 of the California Constitution. No federal question is at issue; Plaintiff relies
28 solely on California statutes and law, including the Labor Code, IWC Wage Orders, Code of Civil

1 Procedure, and the Business & Professions Code.

2 12. Venue as to Defendants is proper in this Superior Court pursuant to California Code
3 of Civil Procedure section 395. The unlawful acts alleged have directly affected Plaintiff and
4 similarly situated employees within Ventura County.

5 13. Finally, Business & Professions Code section 17204 provides that any person acting
6 on her own behalf may bring an action in any court of competent jurisdiction. This court has
7 jurisdiction as set forth above. This Court maintains appropriate jurisdiction over this dispute.

8 **FIRST CAUSE OF ACTION**

9 ***California Labor Code §2699, et seq.***

10 ***Private Attorneys General Act (“PAGA”) Penalties***

11 **(Plaintiff and Aggrieved Employees Against Defendants)**

12 14. Plaintiff repeats, repleads, and incorporates by reference, as though fully set forth in
13 this paragraph, all the allegations of this Complaint.

14 15. Per Labor Code § 2699(f), and based on the foregoing, Plaintiff and Aggrieved
15 Employees are entitled to civil penalties in an amount to be shown at trial subject to the following
16 formula: (a) In an amount set forth as a civil penalty in the underlying statute; or (b) \$100 per initial
17 violation per employee per pay period, and \$200 for each subsequent violation per employee per
18 pay period.

19 16. These penalties shall be allocated sixty-five percent to the Labor and Workforce
20 Development Agency and thirty-five percent to the aggrieved employees.

21 17. These penalties may be “stacked” separately for each of Defendants’ violations of
22 the Labor Code, subject to the exception enumerated in Labor Code section 2698(i). *See, e.g.,*
23 *Hernandez v. Towne Park, Ltd.*, No. CV 12-02972, 2012 WL 2373372, at *17 n.77 (C.D. Cal. June
24 22, 2012); *see also O’Connor v. Uber Techs., Inc.*, No. 13-CV-03826-EMC, 2016 WL 3548370, at *7
25 (N.D. Cal. June 30, 2016); Labor Code § 2698(i).

26 18. **Predicate Violations.** The Aggrieved Employees are entitled to civil penalties under
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1 PAGA arising from the following predicate violations of the Labor Code.¹

2 19. Failure to Pay Minimum Wage for All Hours Worked. California law requires
3 employers to compensate employees for all time that an employee is “suffered or permitted to
4 work,” which includes all time “when any employer ‘directs, commands or restrains’ an
5 employee.” *See, e.g., Morillion v. Royal Packing Co.*, 22 Cal. 4th 575, 583 (2000).

6 20. Defendants failed to compensate Plaintiff and Aggrieved Employees for all hours
7 worked because Defendants failed to record and/or compensate Plaintiff, and Aggrieved
8 Employees, for their actual daily hours worked but paid only according to pre-sent scheduled work
9 hours. Upon information and belief, Defendants failed to pay Plaintiff and Aggrieved Employees for
10 all hours worked in other way not yet currently known to Plaintiff.

11 21. Accordingly, Defendants failed to pay Plaintiff or Aggrieved Employees for all hours
12 worked where they were under the control of Defendants.

13 22. Failure to Pay Required Overtime. California Labor Code §§ 510 and 1198 provide
14 that it is unlawful to employ persons without compensating them at a rate of pay either time-and-
15 one-half or two-times that person’s regular rate of pay, depending on the number of hours worked
16 by the person on a daily or weekly basis.

17 23. Plaintiff and Class Members who work more than eight hours in a day or more than
18 forty hours in a workweek are to be paid at the rate of time and one-half (1½) for all hours worked
19 in excess of eight hours in a day or more than forty hours in a workweek. An employee’s regular rate
20 of pay includes all remuneration for employment paid to, or on behalf of, the employee, including
21 commissions, non-discretionary bonuses and incentive pay. *Alvarado v. Dart Container Corp.*, 4 Cal.
22 5th 542, 573 (2018), *as modified* (Apr. 25, 2018).

23 24. Defendants failed to record and/or compensate Ms. Villasenor and similarly situated
24 employees for their actual time worked as described above. Since Ms. Villasenor and similarly
25 situated employees worked shifts equal to or in excess of 8 hours a day or 40 hours a week, some of
26

27
28 ¹ To the extent that statutory violations are mentioned for wage violations, Plaintiff does not
seek underlying general and/or special damages for those violations, but only references them as
part of the State’s claim for civil penalties under PAGA for those predicate violations.

1 this time should have been paid at overtime rates. Additionally, upon information and belief,
2 Defendants also operated under a systematic policy and practice that did not comply with the Phase-
3 In Overtime for Agricultural Workers Act² and, thus, failed to compensate Plaintiff, and Aggrieved
4 Employees, for all overtime wages earned at the correct hourly rates.

5 25. Accordingly, Defendants failed to pay Plaintiff or Aggrieved Employees for all hours
6 at correct overtime rates.

7 26. Failure to Provide Compliant Meal Periods. Labor Code §§ 226.7, 512(a), and 1198
8 provide that no employer shall require an employee to work during any meal period mandated by
9 an applicable order of the IWC. “An off-duty meal period, therefore, is one in which the employee
10 is relieved of all duty during the 30-minute meal period . . .an employer’s obligation is to provide an
11 off-duty meal period: an uninterrupted 30-minute period during which the employee is relieved of
12 all duty.” *Brinker Rest. Corp. v. Superior Court*, 53 Cal. 4th 1004, 1035 (2012).

13 27. Defendants’ policies and practices served to deprive the Aggrieved Employees of
14 complaint 30-minute breaks free of employer control and/or relieved of all duties.

15 28. Defendants’ management deterred and/or discouraged Plaintiff and similarly
16 situated employees from taking compliant meal periods, including second meal periods for shifts in
17 excess of 10 hours, and failed to relieve them of all duties during meal periods, including by limiting
18
19
20

21 ² Labor Code § 860 provides, in pertinent part, “(b) (1) Commencing January 1, 2020, except as
22 provided in paragraph (2), any person employed in an agricultural occupation shall not be employed
23 more than nine hours in any one workday or work in excess of 50 hours in any one workweek, unless
24 the employee receives one and one-half times that employee’s regular rate of pay for all hours
25 worked over nine hours in any workday or over 50 hours in any workweek...(c) (1) Commencing
26 January 1, 2021, except as provided in paragraph (2), any person employed in an agricultural occu-
27 pation shall not be employed more than eight and one-half hours in any one workday or work in
28 excess of 45 hours in any one workweek, unless the employee receives one and one-half times that
employee’s regular rate of pay for all hours worked over eight and one-half hours in any workday or
over 45 hours in any workweek...(d) (1) Commencing January 1, 2022, except as provided in para-
graph (2), any person employed in an agricultural occupation shall not be employed more than eight
hours in any one workday or work in excess of 40 hours in any one workweek, unless the employee
receives one and one-half times that employee’s regular rate of pay for all hours worked over eight
hours in any workday or over 40 hours in any workweek.

1 their ability to leave the premises.³

2 29. Additionally, Defendants further failed to compensate Plaintiff, and Aggrieved
3 Employees, for premium wages owed when they were not allowed to take a compliant meal period.

4 30. Accordingly, Aggrieved Employees were uniformly denied meal periods as a result
5 of Defendants' formal policies and practices.

6 31. Failure to Provide Compliant Rest Periods. Labor Code §§ 226.7, 512(a), and 1198
7 provide that no employer shall require an employee to work during any rest or meal period
8 mandated by an applicable order of the IWC.

9 32. Employers must authorize and permit employees to be relieved of all duty during
10 their rest and meal periods: "A rest period, in short, must be a period of rest."⁴ *Augustus v. ABM*
11 *Sec. Servs., Inc.*, 2 Cal.5th 257, 273 (2016).

12 33. Employees must also be free to leave the employer's premises during their rest
13 period. *See id.* at 270; *see also* Department of Industrial Relations, "Rest Periods," *available at*
14 https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the
15 work premises during my rest period? A. No, your employer cannot impose any restraints not
16 inherent in the rest period requirement itself.").

17 34. Defendants unlawfully prohibited employees from leaving the premises during the
18 duration of their shifts under threat of being subjected to discipline and termination: "[L]isted
19 below are examples that illustrate the types of conduct which are not permitted and may result in
20 disciplinary action and possible termination of employment . . . *Leaving work to take care of personal*
21 *matters without informing your supervisor . . . Leaving premises during working hours without*

22 _____
23 ³ On-duty meal periods are only allowed when the "nature of the work" prevents the employee
24 from being relieved from all duties. The "nature of the work" exception applies in very narrow
25 situations (namely, where there is an external force requiring employee to be on duty at all times
26 and where the employee is the sole employee). *See Augustus v. ABM Sec. Servs., Inc.*, 2 Cal. 5th 257,
27 266 (2016), *as modified on denial of reh'g* (Mar. 15, 2017) (on duty exception is "exceedingly nar-
28 row"); *Abdullah v. U.S. Sec. Assocs., Inc.*, 731 F.3d 952, 959 (9th Cir. 2013).

⁴ Employees must also be free to leave the premises. *Augustus*, 2 Cal. 5th at 270; *see also* Department
of Industrial Relations, "Rest Periods/Lactation Accommodations," *available at*
https://www.dir.ca.gov/dlse/FAQ_RestPeriods.htm ("Q. Can my employer require that I stay on the
work premises during my rest period? A. No, your employer cannot impose any restraints not in-
herent in the rest period requirement itself.")

1 *permission.*” (Emphasis added.)

2 35. On information and belief, Defendants also failed to authorize or permit all required
3 compliant paid rest periods for shifts worked by Aggrieved Employees by requiring them to skip
4 rest periods, interrupt rest periods, work through rest periods, or remain on the premises during
5 rest periods. Defendants instituted a uniform policy and/or practice that deterred and/or
6 discouraged Plaintiff, and similarly situated employees, from taking rest periods to complete work
7 faster and/or on Defendants’ preferred schedule.

8 36. Additionally, Defendants further failed to compensate Plaintiff, and Aggrieved
9 Employees, for premium wages owed when they were not allowed to take a compliant rest period.

10 37. Failure to Comply with Preventative Cool-Down Recovery Periods. California Code
11 of Regulations title 8 § 3395(d) Access to shade.

12 38. Employers must authorize and permit employees preventative cool-down recovery
13 periods based on the following:

14 (1) Shade shall be present when the temperature exceeds 80 degrees Fahrenheit.
15 When the outdoor temperature in the work area exceeds 80 degrees Fahrenheit, the
16 employer shall have and maintain one or more areas with shade at all times while
17 employees are present that are either open to the air or provided with ventilation or
18 cooling. The amount of shade present shall be at least enough to accommodate the
19 number of employees on recovery or rest periods, so that they can sit in a normal
20 posture fully in the shade without having to be in physical contact with each other.
21 The shade shall be located as close as practicable to the areas where employees are
22 working. Subject to the same specifications, the amount of shade present during
23 meal periods shall be at least enough to accommodate the number of employees on
24 the meal period who remain onsite.

25 (2) Shade shall be available when the temperature does not exceed 80 degrees
26 Fahrenheit. When the outdoor temperature in the work area does not exceed 80
27 degrees Fahrenheit employers shall either provide shade as per subsection (d)(1) or
28 provide timely access to shade upon an employee’s request.

(3) Employees shall be allowed and encouraged to take a preventative cool-down rest in the shade when they feel the need to do so to protect themselves from overheating. Such access to shade shall be permitted at all times. An individual employee who takes a preventative cool-down rest (A) shall be monitored and asked if he or she is experiencing symptoms of heat illness; (B) shall be encouraged to remain in the shade; and (C) shall not be ordered back to work until any signs or symptoms of heat illness have abated, but in no event less than 5 minutes in addition to the time needed to access the shade.

39. Upon information and belief, Defendants instituted a uniform policy and/or practice that deterred and/or discouraged Plaintiff and similarly situated employees from taking cool-down recovery periods to complete work faster and/or on Defendants' preferred schedule.

40. Additionally, Defendants further failed to compensate Plaintiff, and Aggrieved Employees, for premium wages owed when they were not allowed to take a compliant recovery period.

41. Failure to Reimburse Necessary Business Expenses. Labor Code § 2802 provides that "[a]n employer shall indemnify his or his employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or his duties, or of his or his obedience to the directions of the employer." Lab. Code § 2802. The purpose of Labor Code section 2802 is to prevent employers from passing off their cost of doing business and operating expenses on to their employees. *Cochran v. Schwan's Home Service, Inc.*, 228 Cal. App. 4th 1137, 1144 (2014).

42. On information and belief, Defendants required Aggrieved Employees to use personal vehicle and/or their personal cellphones in the regular course of employment by driving between facilities to provide employee coverage as needed and/or answering texts and/or calls from their supervisors while at work or on a break, for purposes of scheduling and re-scheduling future work, being assigned tasks, and general administrative matters.

43. Defendants failed to reimburse a reasonable portion of the Class Members' cellphone and internet related expenses despite requiring the use of the device and/or applications

1 that required a data plan. *See Cochran v. Schwan's Home Serv., Inc.*, 228 Cal. App. 4th 1137, 1144
2 (“We hold that when employees must use their personal cell phones for work related calls, Labor
3 Code section 2802 requires the employer to reimburse them. Whether the employees have cell
4 phone plans with unlimited minutes or limited minutes, the reimbursement owed is a reasonable
5 percentage of their cell phone bills.”).

6 44. Violation of California's Kin Care Law. Labor Code § 233 provides in pertinent part,
7 “An employer shall not deny an employee the right to use sick leave or discharge, threaten to
8 discharge, demote, suspend, or in any manner discriminate against an employee for using, or
9 attempting to exercise the right to use, sick leave to attend to an illness or the preventative care of a
10 family member[.]”

11 45. Defendants implemented a uniform sick leave policy and practice that resulted in
12 Plaintiff and similarly situated employees being denied the right to use accrued and available sick
13 leave as required under the Labor Code. On information and belief, Defendants denied Plaintiff and
14 similarly situated employees the right to take three consecutive sick days despite an employee
15 having sufficient accrued and available hours to meet a three-consecutive day sick leave.

16 46. Failure to Provide and Maintain Compliant Wage Statements. Labor Code § 226
17 requires employers to furnish employees with an accurate, itemized statement in writing showing,
18 among other things, (1) gross wages earned; (2) total hours worked by the employee (for hourly-
19 paid, non-exempt employees); (3) net wages earned; and (4) premium wages earned.

20 47. Because, on information and belief, Defendants did not accurately record the actual
21 daily hours worked by Plaintiff and Aggrieved Employees, including during their meal and/or rest
22 periods, Defendants did not list the correct amount of gross wages and net wages earned by Plaintiff
23 and Aggrieved Employees in compliance with section 226(a)(1) and 226(a)(5). For the same reason,
24 Defendants failed to accurately list the total number of hours worked by Plaintiff and Aggrieved
25 Employees in violation of section 226(a)(2), and failed to list the applicable hourly rates of pay in
26 effect during the pay period and corresponding accurate number of work hours worked at each
27 hourly rate in violation of section 226(a)(9). Defendants also failed to list all earned premium wages
28 for missed meal and rest periods on Aggrieved Employees' wage stubs in violation of section

226(a)(1) and (a)(5). *Naranjo v. Spectrum Sec. Servs.*, 13 Cal.5th 93, 121 (2022).

48. Defendants knowingly and intentionally failed to comply with Labor Code § 226, causing injury and damages to Plaintiffs and Aggrieved Employees. Plaintiffs and all those similarly situated were injured by these failures because, among other things, they were confused about whether they were paid properly and/or they were misinformed about how much compensation was owed. These damages include, but are not limited to, costs incurred calculating the correct net wages for each pay period and the amount of employment taxes that were not paid to state and federal tax authorities.

49. Failure to Pay All Wages Due On Regular Pay Days And At Separation. At all times relevant herein set forth, Labor Code § 204 provides that all wages earned by any person in any employment between the first (1st) and the fifteenth (15th) days, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the sixteenth (16th) and the twenty-sixth (26th) day of the month during which the labor was performed.

50. At all times relevant herein, Labor Code § 204 provides that all wages earned by any person in any employment between the sixteenth (16th) and the last day, inclusive, of any calendar month, other than those wages due upon termination of an employee, are due and payable between the first (1st) and the tenth (10th) day of the following month.

51. At all times relevant herein, Labor Code § 204 provides that all wages earned for labor in excess of the normal work period shall be paid no later than the payday for the next regular payroll period. Alternatively, at all times relevant herein, Labor Code § 204 provides that the requirements of this section are deemed satisfied by the payment of wages for weekly, biweekly, or semimonthly payroll if the wages are paid not more than seven (7) calendar days following the close of the payroll period.

52. During the relevant time period, Defendants willfully failed to pay Plaintiffs and Aggrieved Employees all wages due including, but not limited to, and meal and rest period premium wages within the time periods specified by California Labor Code § 204.

53. Defendants' failure to pay Plaintiffs and Aggrieved Employees all wages due violates

1 Labor Code § 204. Plaintiffs and Aggrieved Employees are therefore entitled to recover from
2 Defendants the statutory penalty wages pursuant to California Labor Code § 210.

3 54. Labor Code § 203 provides that “[i]f an employer willfully fails to pay, without
4 abatement or reduction, in accordance with § 201, 201.5, 202, and 205.5, any wages of an employee
5 who is discharged or who quits, the wages of the employee shall continue as a penalty from the due
6 date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall
7 not continue for more than 30 days.”

8 55. Aggrieved Employees have left Defendants’ employ during the Period. Defendants
9 knowingly failed to pay Aggrieved Employees all earned wages upon termination by failing to pay
10 all earned premium wages for non-compliant meal and rest periods at the applicable regular rate of
11 pay in violation of Labor Code §§ 201 and 202. *Naranjo v. Spectrum Sec. Servs.*, 13 Cal.5th 93, 117
12 (2022).

13 56. Defendants’ failure to pay Aggrieved Employees who are no longer employed by
14 Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72)
15 hours of their leaving Defendants’ employment, violates Labor Code §§ 201 and 202. Plaintiff and
16 formerly employed Aggrieved Employees are therefore entitled to recover from Defendants the
17 statutory penalty wages for each day they were not paid, at their regular rate of pay, up to a 30-day
18 maximum penalty under Labor Code § 203.

19 57. Procedural Requirements Met. On September 27, 2024, Plaintiff electronically filed
20 a notice of claims with the LWDA and sent a copy to Defendants by certified mail. Plaintiff has not
21 received notice from the LWDA that it was exercising jurisdiction over the allegations set forth in
22 the notice. As of 65 days from date of electronic filing, all requirements for administrative
23 exhaustion for bringing these PAGA claims will have been met. Labor Code § 2699.3(a)(2). Because
24 the violations described herein are not subject to cure under Labor Code § 2699.3, Plaintiff—as a
25 representative of the People of the State of California—is entitled to seek any and all penalties
26 otherwise capable of being collected by the Labor Commissioner or Department of Labor Standards
27 Enforcement (“DLSE”). A true and correct copy of Plaintiff’s PAGA Notice is attached herein as
28 **Exhibit A.**

PRAYER FOR RELIEF

WHEREFORE, Plaintiff respectfully prays for judgment as follows:

- A. For statutory and civil penalties, according to proof at trial;
- B. For pre- and post-judgment interest on monetary damages;
- C. For preliminary and permanent injunctive relief;
- D. For reasonable attorney's fees and costs and expert fees and costs; and
- E. For such other relief as this Court deems just and proper.

Dated: December 2, 2024

Respectfully submitted,

KING & SIEGEL LLP

By: Elliot J. Siegel
Elliot J. Siegel
Attorneys for Plaintiff

Dated: December 2, 2024

Respectfully submitted,

**LAW OFFICE OF XAVIER VILLEGAS,
APC**

By: Xavier Villegas
Xavier Villegas
Attorney for Plaintiff

Exhibit A

LAW OFFICE OF
XAVIER VILLEGAS, APC

2390 Las Posas Road, C168
Camarillo, CA 93010

Email: Xavier@XavierVillegasLaw.com
Tel.: (805) 250-7488 | Fax: (805) 250-7499

September 27, 2024

Electronically Filed Via LWDA's PAGA Claim Notice Online Form

Copy Sent Via Certified Mail To:

Del Sol Harvesting, Inc. and Luz Villasenor

Attn: Mary-Anne Ceniseroz, Agent for Service of Process
701 N A Street
Oxnard, CA 93030

Del Sol Harvesting, Inc.

PO Box 191
Oxnard, CA 93032

**Re: Griselda Quiroz v. Del Sol Harvesting, Inc. and Luz Villasenor
California Labor Code § 2699.3 Notice of Intent to File Suit**

To Whom It May Concern:

Please be advised that my office hereby provides notice to the Labor and Workforce Development Agency ("LWDA") on behalf of my client Griselda Quiroz of her intent to seek civil penalties against Del Sol Harvesting, Inc. and Luz Villasenor (collectively "Defendants" or "Del Sol Harvesting, Inc.") pursuant to the Private Attorney General Act of 2004 ("PAGA"), California Labor Code § 2698, *et seq.*

Ms. Quiroz intends to file a civil action including claims for penalties under PAGA in Ventura County Superior Court on behalf of a group of current and former employees employed within the one-year period preceding the date of this letter (the "Aggrieved Employees") seeking civil penalties arising out of Defendant's violation of the following Labor Code sections¹:

- **California Labor Code §§ 204 and 206 (Unpaid Earned Wages):** Del Sol Harvesting, Inc., on information and belief, implemented a uniform policy and practice of consistently failing to record actual daily hours worked by employees. Thus, Defendants failed to record and/or compensate Ms. Quiroz, and Aggrieved Employees, for their actual daily

¹ Ms. Quiroz expressly reserves the right to add and/or amend any and all additional labor law violations committed against her or other similarly aggrieved current and former employees.

hours worked.

- **California Labor Code §§ 510, 1194, and 1198 (Unpaid Overtime Wages):** Del Sol Harvesting, Inc., on information and belief, implemented a uniform policy and practice of consistently failing to record actual daily hours worked by employees. Thus, Defendants failed to record and/or compensate Ms. Quiroz, and Aggrieved Employees, for their actual daily hours worked. On further information and belief, Defendants also operated under a systematic policy and practice that did not comply with the Phase-In Overtime for Agricultural Workers Act and, thus, failed to compensate Ms. Quiroz, and Aggrieved Employees, for all overtime wages earned.
- **California Labor Code § 512 (Meal Period Violations):** Del Sol Harvesting, Inc. required Ms. Quiroz to comply with a practice that interfered with her ability to take compliant meal periods. Defendants' management also deterred and/or discouraged Ms. Quiroz, and similarly situated employees, from taking compliant meal periods and failed to relieve her of all duties. Defendants further failed to compensate Ms. Quiroz, and Aggrieved Employees, for premium wages owed when they were not allowed to take a compliant meal period.
- **California Labor Code § 226.7 (Rest Period Violations):** Del Sol Harvesting, Inc. required Ms. Quiroz to comply with a policy and practice that interfered with her ability to take compliant rest periods. Defendants instituted a uniform policy and/or practice that deterred and/or discouraged Ms. Quiroz, and similarly situated employees, from taking rest periods to complete work faster and/or on Defendants' preferred schedule. Defendants further failed to compensate Ms. Quiroz, and Aggrieved Employees, for premium wages owed when they were not allowed to take a compliant rest period.
- **California Code of Regulations tit. 8 § 3395 (aka: "the Maria Isabel Vasquez Jimenez Heat Illness Standard": Preventative Cool-Down Recovery or Rest Period Violations)** Del Sol Harvesting, Inc., on information and belief, required Ms. Quiroz to comply with a policy and practice that interfered with her ability to take compliant preventative cool-down recovery or rest periods. Defendants instituted a uniform policy and/or practice that deterred and/or discouraged Ms. Quiroz, and similarly situated employees, from taking cool-down recovery or rest periods to complete work faster and/or on Defendants' preferred schedule. Defendants further failed to compensate Ms. Quiroz, and Aggrieved Employees, for premium wages owed when they were not allowed to take a compliant recovery or rest period.
- **California Labor Code § 2802(a) (Failure to Reimburse Business Expenses):** Del Sol Harvesting, Inc. required Ms. Quiroz to comply with a practice that denied them reimbursements for business expenses. Ms. Quiroz, and similarly situated employees, used their personal vehicle and personal cellular phone to complete work-related tasks,

including but not limited to driving between jobsites during a shift and/or participating in communications with management. Because Ms. Quiroz and similarly situated employees used their personal vehicle and/or personal cellular phones to discharge their duties, Defendants should have reimbursed them for all these necessary expenditures.

- **California Labor Code § 233(c) (Violation of California’s Kin Care Law):** Del Sol Harvesting, Inc., on information and belief, implemented a uniform sick leave policy and practice that resulted in Ms. Quiroz and similarly situated employees being denied the right to use accrued and available sick leave as required under the Labor Code. On information and belief, Defendants denied Ms. Quiroz and similarly situated employees the right to take three consecutive sick days despite an employee having sufficient accrued and available hours to meet a three-consecutive day sick leave. Because Defendants denied Ms. Quiroz, and similarly situated employees, the lawful use or attempt to use accrued and available sick leave, Defendants violated California’s Kin Care Law.
- **California Labor Code §§ 226(a), and 1174(d) (Inaccurate Wage Statements):** Del Sol Harvesting, Inc. failed to provide Ms. Quiroz and similarly situated employees compliant wage statements because they failed to accurately show all gross wages earned, premium wages earned, total hours worked by the employee, net regular and overtime wages earned, and/or all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee including premium wages owed.
- **California Labor Code § 204/210 (Failure To Timely Pay Wages Penalties):** Del Sol Harvesting, Inc. failed to pay Ms. Quiroz and similarly situated employees all wages owed on regularly scheduled paydays, including unpaid regular and overtime wages, and unpaid premium wages, because they failed to pay the foregoing wages and applicable penalties.
- **California Labor Code § 203 (Waiting Time Penalties):** Del Sol Harvesting, Inc. failed to pay Ms. Quiroz and similarly situated employees all wages owed, including unpaid regular and overtime wages, and unpaid premium wages, at termination of employment because they failed to pay the foregoing wages and applicable penalties.

This correspondence serves as notice pursuant to Labor Code § 2699.3 that we intend to prosecute representative claims for civil penalties under the Private Attorney’s General Act (“PAGA”) on behalf the Aggrieved Employees.

Griselda Quiroz v. Del Sol Harvesting, Inc., et al.

September 27, 2024

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We intend to fully and vigorously prosecute the representative claims alleged in this Notice, including by obtaining civil penalties under PAGA, upon expiration of the applicable notice requirements under PAGA. *See* Cal. Lab. Code §§ 2699, *et seq.*

Thank you for your anticipated courtesy and assistance regarding this matter.

* * * * *

To Del Sol Harvesting, Inc. and Luz Villasenor:

The Aggrieved Employees have been seriously harmed by Defendants' actions and we intend to prosecute these claims to the fullest extent of the law. Nonetheless, it is the policy of class counsel to attempt to negotiate an early resolution of all matters. If you are interested in seeking an early resolution through mediation on a representative and class-wide basis, including pre-mediation discovery, please contact the undersigned no later than October 21, 2024.

Regards,



XAVIER VILLEGAS, ESQ.