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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA – NORTH COUNTY**

ROSA JIMENEZ PEREZ; SAMUEL
MORENO FLORES; as individuals, on
behalf of themselves and others similarly
situated

PLAINTIFFS,

v.

RANCHO BONITA FARMS, INC.; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 24CV05434

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

**FIRST AMENDED CLASS ACTION AND
REPRESENTATIVE COMPLAINT**

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1194.2, and 1199
2. Failure to Pay Minimum Wages Under Labor Code §§ 1194 and 1194.2
3. Violation of Labor Code § 221
4. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
5. Failure to Provide Rest Breaks Pursuant to Labor Code §§ 226.7
6. Failure to Reimburse Expenses Pursuant to Labor Code § 2802
7. Violation of Labor Code § 226(a)
8. Penalties Pursuant to Labor Code § 203
9. Violation of Business & Professions Code § 17200
10. Penalties Pursuant to Labor §2699, *et seq.*

ELECTRONICALLY FILED
Superior Court of California
County of Santa Barbara
Darrel E. Parker, Executive Officer
1/7/2025 2:40 PM
By: M. Gutierrez , Deputy

Ok per stip filed 1/2/25

1 Plaintiffs ROSA JIMENEZ PEREZ; SAMUEL MORENO FLORES, as individuals, on
2 behalf of themselves and all others similarly situated, and on behalf of the people of the State of
3 California and as an “aggrieved employee” under Labor Code Private Attorneys General Act of
4 2004, § 2699, *et seq.* (hereafter “PAGA”), (collectively, “Plaintiffs”), complains of Defendant
5 RANCHO BONITA FARMS, INC. (collectively, “Defendant”) and each of them, as follows:

6 **I.**

7 **INTRODUCTION**

8 1. This is a Class Action and Representative Action, pursuant to Code of Civil
9 Procedure § 382, and Labor Code §2699, *et seq.*, on behalf of Plaintiffs and a Proposed Class
10 defined as:

11 All non-exempt employees who are employed or have been
12 employed by RANCHO BONITA FARMS, INC., in the State of
13 California, who worked one or more pay periods since four (4) years
prior to the filing of this action to the present. (“Proposed Class”)

14 2. Plaintiffs and the Proposed Class worked for Defendant, in or near Santa Barbara
15 County, California as seasonal agricultural workers. Plaintiffs and members of the Proposed Class
16 worked in the cultivation and harvest of strawberries, and doing other agricultural work, on land
17 owned, leased, managed, and/or operated, harvested, or otherwise made productive by Defendant.

18 3. From at least four (4) years prior to the filing of this action continuing to the present,
19 Defendant has had a consistent policy of failing to pay minimum wages to Plaintiffs and all
20 Proposed Class members as a result of failing to pay for all hours worked at the appropriate rate.

21 a. Plaintiffs and the Proposed Class members were not paid at the proper corresponding
22 rate for all hours worked, including overtime. Plaintiffs and the Proposed Class
23 members often worked a sixth consecutive day of work in a workweek, but Defendant
24 did not properly pay overtime for this sixth day. Instead of Defendant paying Plaintiffs
25 and the Proposed Class members overtime for the 4-5 hours that they worked on the
26 sixth day as required, Plaintiffs and the Proposed Class members were paid in cash.
27 They were not paid the appropriate overtime rate as they were either paid piece rate or
28 at the base rate hourly rate. This resulted in Plaintiffs and the Proposed Class members

1 regularly working in excess of eight hours in one workday and in excess of 40 hours in
2 one workweek and not being compensated at the appropriate overtime rate for all hours
3 worked. Plaintiffs were also denied appropriate piece rate pay if Defendant claimed
4 that boxes were missing.

5 b. Plaintiffs and the Proposed Class were not properly compensated for all hours worked
6 because Defendant failed to pay Plaintiffs and the Proposed Class for each and every
7 hour worked. Defendant routinely required Plaintiffs and the Proposed Class to work
8 “off the clock” and perform compensable activities before, during, and after each
9 working shift for which no pay was provided.

10 i. With regard to required pre-shift work, Plaintiffs and the Proposed Class are
11 required to report to work prior to their scheduled shift and perform preparatory
12 work and/or are routinely told by Defendant to wait approximately between ten
13 (10) minutes to an hour (1) before Plaintiffs and the Proposed Class can begin
14 their scheduled shifts. Defendant required Plaintiffs and the Proposed Class to
15 travel large distances to/from vehicles to reach the fields before they can begin
16 their shifts. Plaintiffs and the Proposed Class are also required to prepare their
17 tools and/or equipment before the start of their shifts all of which is performed
18 while “off the clock”.

19 ii. In the middle of their shifts, Defendant required Plaintiffs and the Proposed
20 Class to travel between fields 2-3 times per week and this travel time is off-the-
21 clock.

22 iii. With regard to post-shift work, at the end of each working shift Plaintiffs and
23 the Proposed Class are required to spend approximately 1-2 hours after their
24 scheduled shift has ended, finishing a row of remaining crops. This required
25 work was performed while “off the clock” which no pay was provided.

26 c. Defendant also routinely requires Proposed Class Members to wait based on weather
27 conditions for 10 minutes up to 1 hour. Defendant failed to record this required waiting
28 time and failed to compensate Plaintiffs and the Proposed Class for all hours.

1 4. From at least four (4) years prior to the filing of this action and continuing to the
2 present, Defendant unlawfully deducted earned wages to pay for specialized tools necessary to
3 perform Plaintiffs' and the Proposed Class members' work duties. Defendant deducts any new
4 tools that Defendant provides to Plaintiffs and the Proposed Class members from Plaintiffs' and
5 the Proposed Class members' paychecks. By making these unauthorized deductions from Plaintiffs
6 and all Proposed Class members' earned wages, Plaintiffs and all Proposed Class members were
7 paid less than the applicable minimum wage required under California law.

8 5. From at least four (4) years prior to the filing of this action and continuing to the
9 present, Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated
10 with meal periods and failed to provide compliant meal periods. Defendant has had a consistent
11 policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal periods; and (2)
12 failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation
13 for each workday that the complaint meal period was not provided, as required by California state
14 wage and hour laws. Additionally, Defendant has had a consistent policy of failing to pay meal
15 period premiums in compliance with California law.

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

24 7. For at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of tools and
26 vehicles necessary for its business purposes. Defendant deducts any new tools that it provides to
27 Plaintiffs and the Proposed Class members from Plaintiffs' and the Proposed Class members'
28 paychecks. Sometimes, instead of deducting these expenses from Plaintiffs' and the Proposed

1 Class members' paychecks, Defendant requires Plaintiffs and the Proposed Class members to pay
2 these expenses in cash to Defendant's foreman. Further, Defendant required Plaintiffs and the
3 Proposed Class members to use their own vehicles to travel between fields in the middle of their
4 shifts. Plaintiffs and the Proposed Class were not reimbursed for their vehicle use, such as gas and
5 mileage, for travel between Defendant's fields during the course of a work shift. By failing to
6 provide Plaintiffs and the Proposed Class with the necessary transportation and tools, Defendant
7 has burdened Plaintiffs and the Proposed Class members with the cost of using their own vehicles
8 and purchasing their own tools to perform required work.

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

13 9. For at least three (3) years prior to the filing of this action continuing to the present,
14 Defendant has failed to pay Plaintiffs and the Proposed Class all wages due at the time they quit
15 or are laid off or discharged.

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

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

25 12. For at least one (1) year prior to the date of the letter sent to the Labor Workforce
26 and Development Agency ("LWDA") and Defendant giving notice of the claims pursuant to
27 PAGA, Defendant has violated Labor Code provisions, as detailed below, giving rise to a claim
28 pursuant to PAGA. Plaintiffs, on behalf of themselves and all aggrieved employees, presently or

1 formerly employed by Defendants during the liability period as defined in their PAGA notice letter
2 (*see* Exhibit “1”), brings this representative action pursuant to Labor Code § 2699, *et seq.* seeking
3 penalties for Defendant’s failure to pay wages and/or overtime, failure to pay minimum wages,
4 practice of unlawfully deducting wages, failure to provide meal breaks and rest breaks, failure to
5 reimburse business related expenses, failure to provide accurate itemized wage statements, and
6 failure to pay wages at the time of termination.

7 **II.**

8 **JURISDICTION AND VENUE**

9 13. This Court has subject matter jurisdiction over all causes of action asserted herein
10 pursuant to Article VI, § 10 of the California Constitution and California Code of Civil Procedure
11 § 410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive
12 of interest, exceeds \$25,000, and because each cause of action asserted arises under the laws of the
13 State of California or is subject to adjudication in the courts of the State of California.

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

18 15. Venue as to each Defendant is proper in this judicial district, pursuant to Code of
19 Civil Procedure § 395. Defendant operates within California and does business within Santa
20 Barbara County. The unlawful acts alleged herein have a direct effect on Plaintiffs and all
21 Proposed Class members within the State of California and the county of Santa Barbara.

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

27 17. Plaintiffs file this amended complaint adding a claim for penalties pursuant to
28 Labor Code § 2669, *et seq.* as a matter of right, pursuant to Labor Code § 2699.3(a)(2)(C)].

III.
PARTIES

A. PLAINTIFFS

18. Plaintiffs Rosa Jimenez Perez and Samuel Moreno Flores are residents of California.

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

a. Work without being paid at the appropriate rate for all hours worked including overtime;

b. Worked without being paid minimum wages;

c. Work without being paid all earned wages as a result of unlawful deductions;

d. Work without being provided compliant meal periods;

e. Work without being provided compliant rest periods;

f. Work without being reimbursed for necessary tools and using personal vehicles for work related purposes; and,

g. Work without Defendant providing accurate itemized wage statements.

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

21. As a result of this conduct, Defendant has engaged in unfair competition and unlawful business practices.

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

B. DEFENDANT

23. Defendant Rancho Bonita Farms, Inc. is believed to be a California corporation operating within the State of California. Defendant’s corporate address, according to the Secretary of State website¹ is believed to be 1245 Ken Avenue, Santa Maria, CA 93455.

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

1 24. Upon information and belief, Defendant employed Plaintiffs and similarly situated
2 persons as agricultural employees on an hourly and/or piece rate basis within California.
3 Defendant has done and does business throughout the State of California.

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

11 26. Plaintiffs are informed and believe, and based thereon allege, that each Defendant
12 acted in all respects pertinent to this action as the agent of the other Defendant, carried out a joint
13 scheme, business plan or policy in all respects pertinent hereto, and the acts of each Defendant is
14 legally attributable to the other Defendant. Furthermore, Defendant in all respects acted as the
15 employer and/or joint employer of Plaintiffs and the Proposed Class members.

16 27. Furthermore, Defendant acted in all respects as the employers or joint employers
17 of the Proposed Class. Defendant, and each of them, exercised control over the wages, hours or
18 working conditions of the Proposed Class, or suffered or permitted the Proposed Class to work, or
19 engaged, thereby creating a common law employment relationship, with the Proposed Class.
20 Therefore, Defendant, and each of them, employed or jointly employed the Proposed Class.

21 28. Defendant is engaged in the operation of agricultural fields for production of
22 cannabis, as described above. Defendant also own and operate packing facilities in or near Santa
23 Barbara County, California, to sort, grade, package and distribute crops harvested by Plaintiffs. At
24 all times mentioned herein, Defendant employed Plaintiffs and members of the Proposed Class as
25 non-exempt employees in Defendant' agricultural field operations.

26 29. Defendant issued or cause to be issued, during the relevant period, payroll checks
27 to Plaintiffs and members of the Proposed Class for agricultural work performed for Defendant.

28 30. Defendant is, and during the relevant period has been, engaged in the business of

1 cultivating, harvesting and packing crops as described above.

2 **IV.**

3 **FACTUAL BACKGROUND**

4 31. Plaintiffs and the Proposed Class are, and at all relevant times have been, non-
5 exempt employees within the meaning of the California Labor Code § 500, *et seq.*, and the rules
6 and regulations of California Industrial Welfare Commission (“IWC”) Wage Order No. 14-2001
7 [8 Cal. Code of Regs. § 11140] (“IWC Wage Order 14”), working in the cultivation and harvest
8 of crops on land owned, leased, managed and/or operated, harvested or otherwise made productive
9 by Defendant in or near Santa Barbara County, California.

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

13 33. From at least four (4) years prior to the filing of this action continuing to the present,
14 Defendant has had a consistent policy of failing to pay minimum wages to Plaintiffs and all
15 Proposed Class members as a result of failing to pay for all hours worked at the appropriate rate.

16 a. Plaintiffs and the Proposed Class members were not paid at the proper corresponding
17 rate for all hours worked, including overtime. Plaintiffs and the Proposed Class
18 members often worked a sixth consecutive day of work in a workweek, but Defendant
19 did not properly pay overtime for this sixth day. Instead of Defendant paying Plaintiffs
20 and the Proposed Class members overtime for the 4-5 hours that they worked on the
21 sixth day as required, Plaintiffs and the Proposed Class members were paid in cash.
22 They were not paid the appropriate overtime rate as they were either paid piece rate or
23 at the base rate hourly rate. This resulted in Plaintiffs and the Proposed Class members
24 regularly working in excess of eight hours in one workday and in excess of 40 hours in
25 one workweek and not being compensated at the appropriate overtime rate for all hours
26 worked. Plaintiffs were also denied appropriate piece rate pay if Defendant claimed
27 that boxes were missing.

28 b. Plaintiffs and the Proposed Class were not properly compensated for all hours worked

1 because Defendant failed to pay Plaintiffs and the Proposed Class for each and every
2 hour worked. Defendant routinely required Plaintiffs and the Proposed Class to work
3 “off the clock” and perform compensable activities before, during, and after each
4 working shift for which no pay was provided.

5 i. With regard to required pre-shift work, Plaintiffs and the Proposed Class are
6 required to report to work prior to their scheduled shift and perform preparatory
7 work and/or are routinely told by Defendant to wait approximately between ten
8 (10) minutes to an hour (1) before Plaintiffs and the Proposed Class can begin
9 their scheduled shifts. Defendant required Plaintiffs and the Proposed Class to
10 travel large distances to/from vehicles to reach the fields before they can begin
11 their shifts. Plaintiffs and the Proposed Class are also required to prepare their
12 tools and/or equipment before the start of their shifts all of which is performed
13 while “off the clock”.

14 ii. In the middle of their shifts, Defendant required Plaintiffs and the Proposed
15 Class to travel between fields 2-3 times per week and this travel time is off-the-
16 clock.

17 iii. With regard to post-shift work, at the end of each working shift Plaintiffs and
18 the Proposed Class are required to spend approximately 1-2 hours after their
19 scheduled shift has ended, finishing a row of remaining crops. This required
20 work was performed while “off the clock” which no pay was provided.

21 c. Defendant also routinely requires Proposed Class Members to wait based on weather
22 conditions for 10 minutes up to 1 hour. Defendant failed to record this required waiting
23 time and failed to compensate Plaintiffs and the Proposed Class for all hours.

24 34. From at least four (4) years prior to the filing of this action and continuing to the
25 present, Defendant unlawfully deducted earned wages to pay for specialized tools necessary to
26 perform Plaintiffs’ and the Proposed Class members’ work duties. Defendant deducts any new
27 tools that Defendant provides to Plaintiffs and the Proposed Class members from Plaintiffs’ and
28 the Proposed Class members’ paychecks. By making these unauthorized deductions from Plaintiffs

1 and all Proposed Class members' earned wages, Plaintiffs and all Proposed Class members were
2 paid less than the applicable minimum wage required under California law.

3 35. From at least four (4) years prior to the filing of this action and continuing to the
4 present, Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated
5 with meal periods and failed to provide compliant meal periods. Defendant has had a consistent
6 policy of: (1) failing to provide Plaintiffs and the Proposed Class compliant meal periods; and (2)
7 failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation
8 for each workday that the complaint meal period was not provided, as required by California state
9 wage and hour laws. Additionally, Defendant has had a consistent policy of failing to pay meal
10 period premiums in compliance with California law.

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

19 37. For at least four (4) years prior to the filing of this action and continuing to the
20 present, Defendant has failed to reimburse Plaintiffs and the Proposed Class the cost of tools and
21 vehicles necessary for its business purposes. Defendant deducts any new tools that it provides to
22 Plaintiffs and the Proposed Class members from Plaintiffs' and the Proposed Class members'
23 paychecks. Sometimes, instead of deducting these expenses from Plaintiffs' and the Proposed
24 Class members' paychecks, Defendant requires Plaintiffs and the Proposed Class members to pay
25 these expenses in cash to Defendant's foreman. Further, Defendant required Plaintiffs and the
26 Proposed Class members to use their own vehicles to travel between fields in the middle of their
27 shifts. Plaintiffs and the Proposed Class were not reimbursed for their vehicle use, such as gas and
28 mileage, for travel between Defendant's fields during the course of a work shift. By failing to

1 provide Plaintiffs and the Proposed Class with the necessary transportation and tools, Defendant
2 has burdened Plaintiffs and the Proposed Class members with the cost of using their own vehicles
3 and purchasing their own tools to perform required work.

4 38. For at least one (1) year prior to the filing of this action continuing to the present,
5 Defendant has failed to comply with Industrial Welfare Commission ("IWC") Wage Order 14-
6 2001 and Labor Code § 226(a) by failing to issue accurate itemized wage statements reporting
7 total hours worked by Plaintiffs and the Proposed Class and reporting the appropriate rate of pay.

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

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

13 V.

14 CLASS ACTION ALLEGATIONS

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

18 All non-exempt employees who are employed or have been
19 employed by RANCHO BONITA FARMS, INC., in the State of
20 California, who worked one or more pay periods since four (4) years
prior to the filing of this action to the present. ("Proposed Class")

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

24 43. This action has been brought and may properly be maintained as a class action
25 under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined
26 community of interest in the litigation and the Proposed Class are easily ascertainable.

27 ///

28 ///

1 **A. NUMEROSITY**

2 44. The potential members of the Proposed Class as defined are so numerous that
3 joinder of all the members of the Proposed Class is impracticable. While the precise number of
4 Proposed Class members has not been determined at this time, Plaintiffs are informed and believe
5 that Defendant currently employ, and during the relevant time periods employed approximately
6 50 members of the Proposed Class.

7 45. Plaintiffs allege that Defendant's employment records would provide information
8 as to the number and location of all Proposed Class members. Joinder of all members of the
9 Proposed Class is not practicable.

10 **B. COMMONALITY**

11 46. There are questions of law and fact common to the Proposed Class that predominate
12 over any questions affecting only individual Proposed Class members. These common questions
13 of law and fact include, without limitation:

14 a. Whether Defendant failed to pay wages and/or overtime compensation as
15 required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, 1194.2, and 1199;

16 b. Whether Defendant failed to pay all minimum wages as required by the
17 Labor Code and Wage Orders under Labor Code §§ 1194 and 1194.2;

18 c. Whether Defendant unlawfully deducted wages under Labor Code § 221;

19 d. Whether Defendant violated Labor Code § 226.7, 512 and IWC Wage Order
20 14-2001 or other applicable IWC Wage Orders by failing to inform Plaintiffs and the Proposed
21 Class of their right to take meal periods and by way of a lawful policy and failing to provide
22 required meal periods throughout the term of employment and/or failing to compensate said
23 employees one (1) hour of wages at their regular rate of compensation in lieu of meal periods;

24 e. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 14
25 -2001 or other applicable IWC Wage Orders, by failing to inform Plaintiffs and the Proposed Class
26 of their right to take rest periods and failing to provide all required rest periods throughout the term
27 of employment and failing to compensate said employees one (1) hours wages in lieu of rest
28 periods;

1 f. Whether Defendant violated Labor Code § 2802 and/or Wage Order 14-
2 2001 or other applicable IWC Wage Orders by failing to reimburse out of pocket expenses for the
3 cost of tools and using their own vehicles to perform required work;

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

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

12 i. Whether Defendant violated § 17200, *et seq.* of the Business & Professions
13 Code by engaging in the acts previously alleged; and

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

16 k. Whether Defendants violated Labor Code § 2699, *et seq.* by engaging in the
17 acts alleged herein.

18 **C. TYPICALITY**

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

23 **D. ADEQUACY OF REPRESENTATION**

24 48. Plaintiffs will fairly and adequately represent and protect the interests of the
25 members of the proposed Class.

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

28 ///

E. SUPERIORITY OF CLASS ACTION

50. 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 Defendant's illegal policy and/or practice of failing to pay all wages due, failing to pay at the appropriate overtime rate, failing to pay minimum wages, failing to provide compliant meal and rest periods, failing to reimburse expenses, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

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

VI.

FIRST CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO PAY WAGES, OVERTIME, AND/OR DOUBLE-TIME UNDER

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

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

53. Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and require an employer to compensate its employees at one and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day

1 of work in a workweek.

2 54. From at least four (4) years prior to the filing of this action continuing to the present,
3 Defendant has had a consistent policy of failing to pay minimum wages to Plaintiffs and all
4 Proposed Class members as a result of failing to pay for all hours worked at the appropriate rate.

5 a. Plaintiffs and the Proposed Class members were not paid at the proper corresponding
6 rate for all hours worked, including overtime. Plaintiffs and the Proposed Class
7 members often worked a sixth consecutive day of work in a workweek, but Defendant
8 did not properly pay overtime for this sixth day. Instead of Defendant paying Plaintiffs
9 and the Proposed Class members overtime for the 4-5 hours that they worked on the
10 sixth day as required, Plaintiffs and the Proposed Class members were paid in cash.
11 They were not paid the appropriate overtime rate as they were either paid piece rate or
12 at the base rate hourly rate. This resulted in Plaintiffs and the Proposed Class members
13 regularly working in excess of eight hours in one workday and in excess of 40 hours in
14 one workweek and not being compensated at the appropriate overtime rate for all hours
15 worked. Plaintiffs were also denied appropriate piece rate pay if Defendant claimed
16 that boxes were missing.

17 b. Plaintiffs and the Proposed Class were not properly compensated for all hours worked
18 because Defendant failed to pay Plaintiffs and the Proposed Class for each and every
19 hour worked. Defendant routinely required Plaintiffs and the Proposed Class to work
20 “off the clock” and perform compensable activities before, during, and after each
21 working shift for which no pay was provided.

22 i. With regard to required pre-shift work, Plaintiffs and the Proposed Class are
23 required to report to work prior to their scheduled shift and perform preparatory
24 work and/or are routinely told by Defendant to wait approximately between ten
25 (10) minutes to an hour (1) before Plaintiffs and the Proposed Class can begin
26 their scheduled shifts. Defendant required Plaintiffs and the Proposed Class to
27 travel large distances to/from vehicles to reach the fields before they can begin
28 their shifts. Plaintiffs and the Proposed Class are also required to prepare their

1 tools and/or equipment before the start of their shifts all of which is performed
2 while “off the clock”.

3 ii. In the middle of their shifts, Defendant required Plaintiffs and the Proposed
4 Class to travel between fields 2-3 times per week and this travel time is off-the-
5 clock.

6 iii. With regard to post-shift work, at the end of each working shift Plaintiffs and
7 the Proposed Class are required to spend approximately 1-2 hours after their
8 scheduled shift has ended, finishing a row of remaining crops. This required
9 work was performed while “off the clock” which no pay was provided.

10 c. Defendant also routinely requires Proposed Class Members to wait based on weather
11 conditions for 10 minutes up to 1 hour. Defendant failed to record this required waiting
12 time and failed to compensate Plaintiffs and the Proposed Class for all hours.

13 55. In pertinent part, IWC Wage Orders 14, paragraph 7(A) provides that every
14 employer shall keep accurate information with respect to each employee including time records
15 showing when the employee begins and ends each work period and total hours worked in the
16 payroll period.

17 56. Here, in each pay period during the relevant period, Defendant has violated IWC
18 Wage Order 14 by failing to record accurate information with respect to, among other things, when
19 Plaintiffs and the Proposed Class members have begun and ended each work shift and the total
20 hours worked.

21 57. Additionally, Defendant does not maintain accurate records of meal periods for
22 Plaintiffs and the Proposed Class members.

23 58. As such, Defendant has violated this statute and the Wage Order by failing to keep
24 accurate records.

25 59. By their policy of failing to pay all wages due at the appropriate rate including by
26 requiring Plaintiffs and members of the Proposed Class to work in excess of eight (8) hours in a
27 workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half
28 (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor Code §§ 510,

1 1194, 1194.2, and 1199.

2 60. As a result of the unlawful acts of Defendant, Plaintiffs and the Proposed Class
3 members have been deprived of wages and/or overtime in amounts to be determined at trial, and
4 are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and
5 costs.

6 **VII.**

7 **SECOND CAUSE OF ACTION**

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

9 **FAILURE TO PAY MINIMUM WAGES UNDER**

10 **LABOR CODE §§ 1194 AND 1194.2**

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

13 62. Labor Code § 1194 provides, in relevant part:
14 Notwithstanding any agreement to work for a lesser wage, any employee
15 receiving less than minimum wage...applicable to the employee is entitled
16 to recover in a civil action the unpaid balance of the full amount of this
minimum wage..., including interest thereon, reasonable attorney's fees,
and costs of suit.

17 63. Labor Code § 1194.2 provides, in relevant part:
18 In any action under...Section 1194 to recover wages because of the payment
19 of a wage less than the minimum wage, an employee shall be entitled to
recover liquidated damages in an amount equal to the wages unlawfully
unpaid and interest thereon.

20 64. As set forth above, Plaintiffs and the Proposed Class members were not
21 compensated for all hours worked and/or at a rate lower than the minimum wage rate in effect in
22 California.

23 65. Defendant failed to compensate Plaintiffs and the Proposed Class members for all
24 hours worked and compensate them at the appropriate rate overtime pay for all hours worked. As
25 a result, Plaintiffs and the Proposed Class members were paid less than the required legal minimum
26 wages for all hours worked.

27 66. Plaintiffs and all Proposed Class members were required to purchase specialized
28 tools necessary to perform their work duties. They were not reimbursed for these expenses, and,

1 in fact, Defendant deducted the cost of these tools from their earned wages. This unlawful policy
2 and practice results in Plaintiffs and all Proposed Class members earning less than the required
3 legal minimum wage for all hours worked.

4 67. As a result of the unlawful acts of Defendant, Plaintiffs and the Proposed Class
5 members have been deprived of minimum wages in amounts to be determined at trial, and are
6 entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

7 **VIII.**

8 **THIRD CAUSE OF ACTION**

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

10 **FAILURE TO PAY ALL WAGES PURSUANT TO**

11 **LABOR CODE § 221**

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

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

16 70. Defendant maintains a consistent policy of unlawfully deducting wages from
17 Plaintiffs and all Proposed Class members in violation of Labor Code §221. Specifically,
18 Defendant deducts any new tools that Defendant provides to Plaintiffs and the Proposed Class
19 members from Plaintiffs' and the Proposed Class members' paychecks.

20 71. By making these unauthorized deductions from Plaintiffs and all Proposed Class
21 members' earned wages, Plaintiffs and all Proposed Class members were paid less than the
22 applicable minimum wage required under California law.

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

26 **IX.**

27 **FOURTH CAUSE OF ACTION**

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

FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO
LABOR CODE § 226.7 AND LABOR CODE § 512

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

74. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period.

75. Defendant failed to maintain a policy informing Plaintiffs and the Proposed Class of these rights.

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

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

78. Defendant has 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.

79. On July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, the California Supreme Court set forth the formula for calculating the one extra hour of bonus pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those bonus payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses, commissions, etc.), and cannot simply be paid at an employee's base hourly rate.

80. Defendant has had a consistent policy of failing to pay meal period premiums in compliance with California law.

81. Pursuant to Labor Code § 226.7, Plaintiffs and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages at the regular rate of compensation per

missed meal break, per day in a sum to be proven at trial.

X.

FIFTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO PROVIDE COMPLIANT REST PERIODS PURSUANT TO

LABOR CODE § 226.7

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

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

84. Defendant is required to provide Plaintiffs and the Proposed Class with paid rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof.

85. Defendant failed to apprise Plaintiffs and the Proposed Class of their rights associated with paid rest periods and failed to provide all required ten (10) minute rest periods, especially second rest periods as they were simply not provided at all.

86. Further, Plaintiffs and the Proposed Class were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

87. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, Defendant has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

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

///

XI.

SIXTH CAUSE OF ACTION

PLAINTIFFS ON BEHALF OF THEMSELVES AND THE PROPOSED CLASS

FAILURE TO REIMBURSE EXPENSES PURSUANT TO

LABOR CODE § 2802

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

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

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

92. During the relevant time period, Plaintiffs and the Proposed Class members are entitled to reimbursement of all business-related expenses Plaintiffs and the Proposed Class members incurred throughout the duration of their employment. Specifically, as discussed above, Defendant deducts any new tools that it provides to Plaintiffs and the Proposed Class members from Plaintiffs' and the Proposed Class members' paychecks. Sometimes, instead of deducting these expenses from Plaintiffs' and the Proposed Class members' paychecks, Defendant requires Plaintiffs and the Proposed Class members to pay these expenses in cash to Defendant's foreman.

93. Additionally, Defendant has failed to reimburse Plaintiffs and the Proposed Class members the cost of vehicles for business related purposes. As explained above, Defendant required Plaintiffs and the Proposed Class members to use their own vehicle to travel between fields in the middle of their shifts. Plaintiffs and the Proposed Class members were not reimbursed for their vehicle use, such as gas, for travel between Defendant's fields during the course of a work shift.

94. By failing to provide Plaintiffs and the Proposed Class members with the necessary

1 transportation and tools reimbursement, Defendant has burdened Plaintiffs and the Proposed Class
2 members with the cost of using their own vehicles and purchasing their own tools to perform
3 required work.

4 95. As a result of the unlawful acts of Defendant, Plaintiffs and the Proposed Class
5 have been deprived of reimbursement in the amounts to be determined at trial, and are entitled to
6 recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

7 **XII.**

8 **SEVENTH CAUSE OF ACTION**

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

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

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

13 97. Labor Code § 226(a) requires that every employer shall, semimonthly or at the time
14 of each payment of wages, furnish each of his or her employees, an accurate itemized statement in
15 writing showing all applicable hourly rates in effect during the pay period, and the corresponding
16 number of hours worked at each hourly rate by the employee. (Labor Code §§ 226(a)(2) and (9).)

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

19 99. Plaintiffs and the Proposed Class are issued wage statements that do not include all
20 applicable hourly rates in effect during the pay period and the corresponding number of hours
21 worked at each hourly rate by the employee, including meal/rest period premiums.

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

24 101. An employee suffering injury as a result of a knowing and intentional failure by an
25 employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual
26 damages or fifty dollars (\$50) for the initial pay period in which a violation occurs and one hundred
27 dollars (\$100) per employee for each violation in a subsequent pay period, not exceeding an
28 aggregate penalty of four thousand dollars (\$4,000), and is entitled to an award of costs and

1 reasonable attorneys' fees.

2 **XIII.**

3 **EIGHTH CAUSE OF ACTION**

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

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

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

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

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

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

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

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26 ///

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28 ///

1 **XIV.**

2 **NINTH CAUSE OF ACTION**

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

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

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

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

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

16 110. Business & Profession Code § 17200, *et seq.* prohibits unlawful and unfair business
17 practices.

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

25 112. Defendant has violated statutes and public policies as alleged herein. Through the
26 conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have
27 violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair
28 business practices in violation of Business & Profession Code § 17200, *et seq.*, depriving Plaintiffs,

1 and all persons similarly situated, and all interested persons of rights, benefits, and privileges
2 guaranteed to all employees under law.

3 113. Defendant' conduct, as alleged hereinabove, constitutes unfair competition in
4 violation of § 17200, *et seq.* of the Business & Professions Code.

5 114. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise
6 of reasonable care, should have known that the conduct was unlawful. As such it is a violation of
7 § 17200, *et seq.* of the Business & Professions Code.

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

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

17 **XV.**

18 **TENTH CAUSE OF ACTION**

19 **PLAINTIFFS ON BEHALF OF THEMSELVES AND ALL AGGRIEVED EMPLOYEES**
20 **AGAINST DEFENDANT FOR PENALTIES PURSUANT TO LABOR CODE § 2699, ET**

21 **SEQ.**

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

24 118. As a result of the acts alleged above and specifically incorporated herein, Plaintiffs
25 seek penalties under Labor Code §2699, *et seq.* because of Defendants' violation of Labor Code
26 §§ 201, 202, 203, 221, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, and IWC 14-2001;
27 and California Code of Regulations, Title 8, Section 11140, which call for civil penalties.

28 119. Plaintiffs bring this representative action on behalf of themselves and the State of

California as well as on behalf of the aggrieved employees defined as: “All non-exempt employees who are employed or have been employed by RANCHO BONITA FARMS, INC., in the State of California, who worked one or more pay periods since one (1) year prior to the date of Plaintiffs’ letter to the LWDA and continuing to the present.” (“aggrieved employees”).

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

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

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

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

122. Pursuant to Labor Code § 2699.3(a)(1), Plaintiffs uploaded a notice letter to the LWDA² and mailed a letter by certified mail to Defendants’ entity addresses, as proscribed by the Code on September 26, 2024, describing Defendants’ conduct in violation of Labor Code §§ 201, 202, 203, 221, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802 (*see* Exhibit “1.”) Plaintiffs also obtained an e-filing confirmation from the LWDA confirming receipt of the notice (*see* Exhibit “2”). Plaintiffs also received a signed green return receipt from Defendants, indicating that it received Plaintiffs’ notice letter (see Exhibit “3”).

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

RELIEF REQUESTED

WHEREFORE, Plaintiffs pray for the following relief:

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

² Plaintiffs electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (<https://dir.tfaforms.net/308>).

1 to the filing of this action to the present as may be proven;

2 2. For compensatory damages in the amount of unpaid minimum wages not paid to
3 Plaintiffs and each Proposed Class Member from at least four (4) years prior to the filing of this
4 action to the present as may be proven;

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

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

11 5. For compensatory damages in the amount of Plaintiffs' and each Proposed Class
12 members' unreimbursed out of pocket expenses as a requirement of employment;

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

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

19 8. An award of prejudgment and post judgment interest;

20 9. An order enjoining Defendant and its agents, servants, and employees, and all
21 persons acting under, in concert with, or for it from providing Plaintiffs with proper wages,
22 overtime, minimum wages, meal periods, rest periods, unreimbursed expenses, accurate itemized
23 wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202,
24 203, 221, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, and IWC 14-2001;

25 10. For restitution for unfair competition pursuant to Business & Professions Code
26 § 17200, *et seq.*, including disgorgement or profits, in an amount as may be proven;

27 11. For injunctive relief pursuant to Labor Code §226(a) requiring Defendant to remedy
28 the inaccurate itemized wage statements issued to Plaintiffs and the Proposed Class;

12. For injunctive relief pursuant to Business & Professions Code §17200, et seq. to remedy the unfair, unlawful and fraudulent activity alleged above;

13. For penalties under Labor Code §2699, *et seq.* for Defendant's violation of Labor Code §§ 201, 202, 203, 221, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 2802, and IWC 14-2001;

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

15. An award of attorneys' fees; and

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

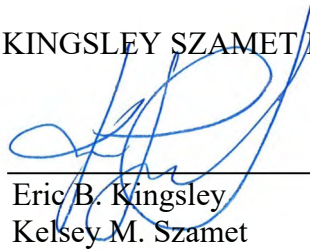
DEMAND FOR JURY TRIAL

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

DATED: January 7, 2025

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By:


Eric B. Kingsley
Kelsey M. Szamet

Attorneys for Plaintiffs and the proposed class

EXHIBIT "1"



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September 26, 2024

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

Rancho Bonita Farms, Inc.
1245 Ken Avenue
Santa Maria, CA 93455
Via Certified Mailing #9589 0710 5270 1151 8456 91

Rancho Bonita Farms, Inc.
c/o Agent for Service of Process
Individual
Vincent Martinz
215 North Lincoln
Santa Maria, CA 93458
Via Certified Mailing #9589 0710 5270 1151 8457 07

Re: Rosa Jimenez Perez; Samuel Moreno Flores v. Rancho Bonita Farms, Inc.
California Labor Code § 2699 Penalties

Gentlepersons:

This office represents Rosa Jimenez Perez and Samuel Moreno Flores (collectively, "Plaintiffs") and a proposed group of current and former employees working for RANCHO BONITA FARMS, INC. ("Defendant") 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 Defendant engaged in with respect to Plaintiffs and all of Defendant's aggrieved employees.

Plaintiffs wish to bring a representative action on behalf of themselves and the State of California as well as on behalf of a group of aggrieved employees defined as: All non-exempt employees who are employed or have been employed by RANCHO BONITA FARMS, INC., in the State of California, who worked one or more pay periods since one (1) year prior to the date of this letter

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 26, 2024

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and continuing to the present. (“aggrieved employees”).

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

Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and require an employer to compensate its employees at one and one-half times the employee's regular rate of pay for all hours worked in excess of eight hours up to and including 12 hours in any workday, and for the first eight hours worked on the seventh consecutive day of work in a workweek; and double the employee's regular rate of pay for all hours worked in excess of 12 hours in any workday and for all hours worked in excess of eight on the seventh consecutive day of work in a workweek.

Here, Plaintiffs and the aggrieved employees were not paid at the proper corresponding rate for all hours worked, including overtime. Plaintiffs and the aggrieved employees often worked a sixth consecutive day of work in a workweek, but Defendant did not pay overtime for this sixth day. Instead of Defendant paying Plaintiffs and the aggrieved employees overtime for the 4-5 hours that they worked on the sixth day, Plaintiffs and the aggrieved employees were paid on a piece rate basis and in cash. This resulted in Plaintiffs and the aggrieved employees regularly working in excess of eight hours in one workday and in excess of 40 hours in one workweek and not being compensated at the appropriate overtime rate for all hours worked.

Further, Defendant has had a consistent policy of failing to pay wages and/or overtime to Plaintiffs and the aggrieved employees. Plaintiffs and the aggrieved employees were not properly compensated for all hours worked over eight (8) hours in one day or forty (40) hours in one week. Plaintiffs and the aggrieved employees were not properly compensated for all hours worked because Defendant fails 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 approximately ten (10) to thirty (30) minutes prior to Plaintiffs’ and the aggrieved employees’ scheduled shift and perform work. Specifically, Plaintiffs and the aggrieved employees are required to prepare their tools and/or equipment, such as gloves, carts, boxes and scissors, and record their attendance, all of which is performed while “off the clock”. Additionally, Plaintiffs and the aggrieved employees are often required to wait next to Defendant’s fields before they can commence performing their work duties. Further, during the rainy season, Plaintiffs and the aggrieved employees are routinely required to wait approximately an hour (1) until the crops are dry or ready to harvest before Plaintiffs and the aggrieved employees can begin their scheduled

LABOR & WORKFORCE DEVELOPMENT AGENCY

California Labor Code §2699 Penalties

September 26, 2024

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shifts. This waiting time and work performed prior to the 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 Defendant fails to pay Plaintiffs and the aggrieved employees for this time worked.

Defendant required Plaintiffs and the aggrieved employees to travel between fields once Plaintiffs and the aggrieved employees are done picking at one field. Plaintiffs and the aggrieved employees either use their own vehicle(s) or walk to travel to at least one different field approximately 2-3 times per week. The time spent by Plaintiffs and the aggrieved employees to travel between fields is approximately five (5) minutes and when walking between fields it takes approximately ten (10) minutes. Plaintiffs and the aggrieved employees are not compensated for this travel time, nor is Plaintiffs and the aggrieved employees reimbursed for use of their personal vehicle to perform required work.

With regard to post-shift work, Plaintiffs and the aggrieved employees are consistently required to spend approximately one (1) hour after their scheduled shift has ended, finishing a row of remaining crops for said shift and lining up to drop off the boxes once Plaintiffs and the aggrieved employees finished their work in the row. Instead of paying Plaintiffs and the aggrieved employees at the overtime rate for this time worked, Defendant pays Plaintiffs and the aggrieved employees on a piece rate basis. This time spent was performed after being "clocked out" and as such, Plaintiffs and the aggrieved employees are not properly compensated for this time worked even though this time is compensable.

As a result of Defendant failing to compensate Plaintiffs and the aggrieved employees for all hours worked and compensating them at the appropriate rate overtime pay for all hours worked, Plaintiffs and the aggrieved employees were paid less than the required legal minimum wages for all hours worked. Additionally, Plaintiffs and all aggrieved employees were required to purchase specialized tools necessary to perform their work duties and were not reimbursed for these expenses. Such specialized tools are expensive and the cost of these tools, without reimbursement, also results Plaintiffs and all aggrieved employees earning less than the required legal minimum wage for all hours worked. Labor Code §1194.2 provides that in any action under to recover wages because of the payment of a wage less than the minimum wage, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon.

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

In pertinent part, IWC Wage Orders 14, paragraph 7(A) provides that every employer shall keep accurate information with respect to each employee including time records showing when the employee begins and ends each work period and total hours worked in the payroll period. Here, in each pay period during the relevant period, Defendant has violated IWC Wage Order 14 by failing to record accurate information with respect to, among other things, when Plaintiffs and the

LABOR & WORKFORCE DEVELOPMENT AGENCY

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September 26, 2024

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aggrieved employees have begun and ended each work shift and the total hours worked. Additionally, Defendant does not maintain accurate records of meal periods for Plaintiffs and the aggrieved employees. As such, Defendant has violated this statute and the Wage Order by failing to keep accurate records.

Defendant also maintains a consistent policy of unlawfully deducting wages from Plaintiffs and all aggrieved employees in violation of Labor Code §221. Specifically, Defendant deducts any new tools that Defendant provides to Plaintiffs and the aggrieved employees from Plaintiffs' and the aggrieved employees' paychecks. By making these unauthorized deductions from Plaintiffs and all aggrieved employees' earned wages, Plaintiffs and all aggrieved employees were paid less than the applicable minimum wage required under California law.

Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hour of the shift. Moreover, an employee who works more than ten (10) hours per day is entitled to receive a second thirty (30) minute uninterrupted and duty-free meal period. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was no provided, was not provided in full, or was not provided in a timely manner.

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

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, Defendant has had a consistent policy of failing to pay meal period premiums in compliance with California law.

Pursuant to Labor Code § 226.7 and Wage Order 14-2001, employers are required to provide employees with paid rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. Defendant fails to apprise Plaintiffs and the aggrieved employees of their rights associated with rest periods and failed to provide all required ten (10) minute rest periods. In addition, Plaintiffs and the aggrieved employees were not compensated with one (1) hour of wages for each compliant rest period not provided as required by Labor Code § 226.7. As discussed

LABOR & WORKFORCE DEVELOPMENT AGENCY

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above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Defendant has had a consistent policy of failing to pay rest premiums in violation of Labor Code § 226.7.

Labor Code § 2802 provides that an employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful. During the relevant period, Plaintiffs and the aggrieved employees are entitled to reimbursement of all business-related expenses Plaintiffs and the aggrieved employees incurred throughout the duration of their employment. Specifically, as discussed above, Defendant deducts any new tools that it provides to Plaintiffs and the aggrieved employees from Plaintiffs' and the aggrieved employees' paychecks. Sometimes, instead of deducting these expenses from Plaintiffs' and the aggrieved employees' paychecks, Defendant requires Plaintiffs and the aggrieved employees to pay these expenses in cash to Defendant's foreman. Additionally, Defendant has failed to reimburse Plaintiffs and the aggrieved employees the cost of vehicles for business related purposes. As explained above, Defendant required Plaintiffs and the aggrieved employees to use their own vehicle to travel between fields in the middle of their shifts. Plaintiffs and the aggrieved employees were not reimbursed for their vehicle use, such as gas, for travel between Defendant's fields during the course of a work shift. By failing to provide Plaintiffs and the aggrieved employees with the necessary transportation and tools reimbursement, Defendant has burdened Plaintiffs and the aggrieved employees with the cost of using their own vehicles and purchasing their own tools to perform required work.

As a result of the claims alleged above, Defendant 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, the corresponding number of hours worked at each hourly rate by the employee, and the name and address of the legal entity that is the employer, among other requirements.

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 of PAGA and Defendant has violated Labor Code §226(a) with respect to Plaintiffs and all aggrieved employees.

Also, Defendant 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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September 26, 2024

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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, including meal/rest period premiums.

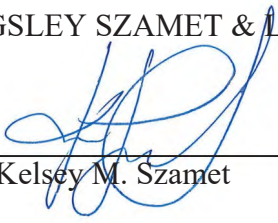
Labor Code § 203(a) provides: If an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof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

Further, under Labor Code § 2699.3, Defendant, if it employed fewer than 100 employees in total during the relevant time period, may cure the alleged violations within thirty-three (33) calendar days of the postmark date of this notice and within that period, may submit to the LWDA a confidential proposal to cure one or more of the alleged violations, specifying which of the alleged violations it proposes to cure.

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, 2802, and IWC Wage Order-14 with or without the PAGA claim. Thus, any action by the LWDA would not resolve the entirety of the case, and the interest of judicial economy will be served by allowing the case to proceed as a cohesive whole.

Very truly yours,

KINGSLEY SZAMET & LY

By: 

Kelsey M. Szamet

KMS/km

- Cc: 1. LWDA Letter filed via Electronic Submission: <https://dir.tfaforms.net/308>
2. 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 *

Kelsey

Your Last Name *

Szamet

Firm Name (if any) *

Kingsley Szamet & Ly

Your Email Address *

kimberly@kingsleylawyers

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

Your Street Name, Number and Suite/Apt *

16133 Ventura Blvd., [redacted]

Your Mobile Phone Number

8189908300

Your City *

Encino

Your Work Phone Number

Your State *

California

Your Zip/Postal Code *

91436

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Rosa Jimenez Perez

Plaintiff/Aggrieved Employee Occupation *

non-exempt employee

Plaintiff Information

Plaintiff/Aggrieved Employee Name *

Samuel Moreno Flores

Plaintiff/Aggrieved Employee Occupation *

non-exempt employee

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

Employer Information

Employer Entity Type

Please select...

Employer Name *

Rancho Bonita Farms, Inc.

Maximum 80 Character Limit

Employer Street Name, Number and Suite/Apt *

1245 Ken Avenue

Employer City *

Santa Maria

Employer State *

California

Employer Zip/Postal Code *

93455

Employer Industry *

Agriculture

Add additional defendants

- ☐ Add any entity other than an individual
- ☐ Add an individual/sole proprietor employer

Notice General Information**Estimated Number of Employees Impacted by Violations ***

50

Notice Violations - Check All that Apply *

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

Child Labor - Specify Ages**Provide Details of Other Violation ***

Violation of IWC Wage Order 14

Other(Maybe Multiple)

☒ Other Violation**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 *

kimberly@kingsleylawyers

Billing Phone

8189908300

Billing Street Name, Number and Suite/Apt *

161 33 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 ...cho Bonita.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

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, September 26, 2024 9:26 AM
To: Kimberly Madrid
Subject: State of California - Department of Industrial Relations Customer Receipt / Purchase Confirmation

External Email!

Thank you for your payment.

Order Information

Merchant: State of California - Department of Industrial Relations

Case Number: LWDA-CM-1052848-24

Order Number: ORD-000305216

Total:\$75.00

Card Type: [REDACTED]

Date: 9/26/2024

Billing Information

Name: Eric Kingsley

Email: kimberly@kingsleylawyers.com

Billing Address:

16133 Ventura Blvd., Suite 1200

Encino, California

91436

From: noreply@salesforce.com on behalf of LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
Sent: Thursday, September 26, 2024 9:25 AM
To: Kimberly Madrid
Subject: Thank you for submission of your PAGA Case.

External Email!

9/26/2024

LWDA Case No. LWDA-CM-1052848-24

Law Firm : Kingsley Szamet & Ly

Plaintiff Name : Rosa Jimenez Perez, Samuel Moreno Flores

Employer: Rancho Bonita Farms, Inc.

Filing Fee : \$75.00

IFP Claimed : No

Item submitted: Initial PAGA Notice

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

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

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)

EXHIBIT "3"

USPS TRACKING#



9590 9402 8465 3186 4067 86

United States
Postal Service

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

KINGSLEY & KINGSLEY, APC
16133 VENTURA BLVD.
SUITE 1200
ENCINO, CA 91438

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

Rancho Bonita

PAGA Ltr 9/26/04

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.		A. Signature X <u>Clara Galvan</u> ☒ Agent ☒ Addressee	
1. Article Addressed to: Rancho Bonita Farms, Inc. 1245 Ken Avenue Santa Maria, CA 93455		B. Received by (Printed Name) <u>Clara Galvan</u> C. Date of Delivery <u>SEP 30 2024</u>	
2. Article Number (Transfer from service label) 9590 9402 8465 3186 4067 86		D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below ☒ No	
3. Service Type ☐ Adult Signature ☐ Adult Signature Restricted Delivery ☒ Certified Mail® ☐ Certified Mail Restricted Delivery ☐ Collect on Delivery ☐ Collect on Delivery Restricted Delivery		☐ Priority Mail Express® ☐ Registered Mail™ ☐ Registered Mail Restricted Delivery ☐ Signature Confirmation™ ☐ Signature Confirmation Restricted Delivery	

